



SINGAPORE INTERNATIONAL
MEDIATION CENTRE

SIMC Mediation Rules 2025

CONTENTS		
Rule 1	Application	2
Rule 2	Commencement of Mediation	2
Rule 3	Agreement to Mediate	2
Rule 4	Appointment of Mediator	2
Rule 5	Fees and Costs	3
Rule 6	Conduct of Mediation	4
Rule 7	Termination of Mediation	5
Rule 8	Settlement Agreement	5
Rule 9	Confidentiality	5
Rule 10	Cancellations or Postponement	6
Rule 11	General Provisions	6
SIAC-SIMC Arb-Med-Arb Protocol		8
SICC-SIMC Lit-Med-Lit Protocol		10
Model Clauses		13

1 Application of Rules

- 1.1 These Mediation Rules (the “**Rules**”) shall apply to all mediations administered by the Singapore International Mediation Centre (“**SIMC**”) save that where a mediation is administered pursuant to the Arb-Med-Arb Protocol between the Singapore International Arbitration Centre (“**SIAC**”) and SIMC (the “**AMA Protocol**”) or pursuant to the Lit-Med-Lit Protocol between the Singapore International Commercial Court (“**SICC**”) and SIMC (the “**LML Protocol**”), the Rules shall be modified as necessary to be consistent with the terms of the these respective protocols.
- 1.2 The parties may at any time agree to modify the provisions of the Rules, subject to the agreement of the mediator and SIMC.

2 Request for Mediation

- 2.1 Any party or parties wishing to commence mediation under the Rules shall submit a written request for mediation in such form as SIMC may prescribe from time to time (the “**Mediation Request**”).
- 2.2 A Mediation Request may be submitted unilaterally by one party, while agreement to mediate is being sought from the other intended party or parties to the mediation.
- 2.3 The Mediation Request only needs be signed and submitted by one party to the mediation.
- 2.4 A copy of the Mediation Request should be sent by the requesting party to all other parties who have agreed to the mediation.

3 Agreement to Mediate

- 3.1 If the Mediation Request is made pursuant to an agreement to mediate at SIMC, details of such an agreement shall be provided in the Mediation Request.
- 3.2 If the Mediation Request is made pursuant to an agreement to mediate at SIMC, SIMC will acknowledge receipt of the Mediation Request in writing. The date on which SIMC acknowledges such receipt shall be deemed to be the date of the filing of the Mediation Request and the date of commencement of mediation.
- 3.3 If the Mediation Request is not made pursuant to an agreement to mediate at SIMC, SIMC will, on the instructions of the party submitting the Mediation Request, promptly contact the other parties to invite and encourage them to consider the proposal for mediation. The mediation shall be deemed to commence on the date on which SIMC sends written confirmation to the parties that an agreement to mediate has been reached.
- 3.4 In the event of any doubt as to the existence of an agreement to mediate at SIMC, SIMC may request further information from the parties or take such other steps as may be appropriate.

4 Appointment of Mediator

- 4.1 The parties may jointly nominate a mediator to be appointed for the mediation. The nomination may, but need not be from SIMC’s Panel of Mediators..
- 4.2 The parties may nominate more than one mediator or request SIMC to appoint more than one mediator. Where SIMC deems appropriate, it may propose to the parties that there be more than one mediator appointed. References to “mediator” under these Rules will then be deemed as reference to “mediators”.
- 4.3 Where parties nominate different mediators and cannot agree on the mediator to be appointed, they may request that SIMC appoint the mediator from among those nominated by them. In such cases, SIMC may appoint any mediator from those nominated at its absolute discretion, without further reference to the parties and without having to provide any reasons for its decision. Parties shall not challenge SIMC’s decision on the mediator to be appointed,

which decision shall be final.

- 4.4 In any other case, where the parties are unable to agree on a mediator to be nominated within 10 days from the date of commencement of the mediation, SIMC may appoint a mediator from SIMC's Panel of Mediators. SIMC may also nominate a mediator from the panel of one of its partner organizations.
- 4.5 Parties may also request that SIMC appoints a mediator on their behalf. In such cases, SIMC shall propose a mediator to the parties for them to raise any reasonable objections to his / her appointment. If no reasonable objections are raised to the proposed mediator's appointment within 3 days (or such longer period as SIMC may allow) from the date the identity of the proposed mediator is provided by SIMC to the parties, SIMC shall proceed to appoint the proposed mediator, subject to the mediator's availability and confirmation under Rule 4.7.
- 4.6 In proposing or appointing a mediator, SIMC shall consider (with reference to the nature and characteristics of the subject matter of the dispute, the parties to the mediation and the proposed mode of mediation) the prospective mediator's attributes, including but not limited to where SIMC in its absolute discretion deems to be relevant, the mediator's nationality, language ability, mediation skills, qualifications, areas of expertise, experience and availability.
- 4.7 Before being officially appointed by SIMC, a prospective mediator shall provide written confirmation of his or her acceptance of the terms of SIMC's Mediator Appointment and Code of Ethics which includes a confirmation of his or her impartiality and independence, and an undertaking to immediately disclose to the parties any known or potential conflicts of interest which could reasonably raise any question of his or her impartiality and independence. Parties may choose to waive any known or potential conflicts of interest disclosed by the mediator.
- 4.8 If any party has reasonable objections to the appointment of the mediator, the party shall notify SIMC and all the other parties in writing within 3 days (or such longer period as SIMC may allow) from the date the identity of the proposed mediator is disclosed to the parties and SIMC may within 5 business days of receipt of notification of the objections and upon its sole discretionary determination that the objections are reasonable, appoint another mediator.
- 4.9 SIMC may replace the mediator in the course of the mediation if a conflict arises or in any exceptional circumstances raised by the mediator or any of the parties.

5 Fees and Costs

- 5.1 Following commencement of the mediation, SIMC shall request all parties to pay a fee (the "**Mediation Fee**") to secure the mediator's fee, venue charges, SIMC's case management fee and any other expenses of SIMC and the mediator, based on the mediator to be appointed, the projected number of days of mediation, the mode of mediation, the time of mediation, the location of the mediation and the size of the mediation venue required. SIMC may also require the parties to pay a deposit to cover any contingent overtime fees of the mediator or charges for the extended use of the mediation venue and SIMC mediation support, in the event that the mediation extends beyond the projected duration.
- 5.2 SIMC may cancel, stay or terminate the mediation if the Mediation Fee or any requested deposit is not fully paid within such time prescribed by SIMC.
- 5.3 Upon termination of the mediation, SIMC shall fix the total costs of the mediation and reimburse the parties for any excess payment or bill the parties for any additional fees and charges due to the mediation extending beyond the projected duration or for any additional fees and expenses incurred by SIMC or the mediator. There shall be no refund of the Mediation Fee paid for any unused days (or any part thereof) that had been scheduled and set aside for the mediation.
- 5.4 The cost of mediation (including any overtime charges) and any deposits requested by SIMC

shall be borne equally by the parties, except where they have agreed otherwise to share in any other proportion. This includes the cost and fees relating to the provision of any online or video conferencing facilities to be used in the mediation regardless of whichever party had requested for such facilities. However, where an online or video conferencing facility is requested by a party after the Mediation Fee has been invoiced to all the parties, thereby changing an “in-person” mediation to a “hybrid” mediation, the additional cost of providing such facility (including any late set-up fee charged by the venue providers, if any) shall be borne solely by the party requesting it.

- 5.5 Any party may pay the unpaid balance of another party’s share of the Mediation Fee, the deposit and any component of the mediation cost should such other party fail to pay it.
- 5.6 Any other expenditure incurred by the respective parties shall remain the responsibility of that party, unless otherwise agreed by the parties.

6 Conduct of Mediation

- 6.1 SIMC will, in consultation with the parties, determine the location of the mediation and may engage in the following in order to facilitate the achievement of full settlement at mediation:
 - a. Appointing a suitable mediator;
 - b. Assisting parties with entering into an agreement to mediate;
 - c. Organising the exchange of any pertinent information and documents;
 - d. Arranging a suitable venue and date for mediation;
 - e. Providing administrative and logistical support; and
 - f. Providing case-management services.
- 6.2 The parties may, by agreement, determine the language(s) in which the mediation is to be conducted and shall inform SIMC of their agreement in the Mediation Request or within such time as SIMC may specify. In the absence of any agreement between the parties, SIMC will determine the language(s) of the mediation in consultation with the mediator. Where no specific language requirement is specified by the parties, the default language to be used in the mediation shall be English.
- 6.3 The parties shall inform SIMC of the names of their representatives, advisors and any other persons attending the mediation on their behalf, whether in-person or remotely by any means, no later than 3 business days (that is, excluding weekends and Singapore public holidays) before the set mediation date or within such other time as SIMC may specify. The parties shall ensure that all persons attending the mediation on their behalf will observe and be able to comply fully with all health and safety measures imposed by the mediation venue to avoid being denied access to the mediation venue.
- 6.4 At least 7 days before the scheduled mediation (or within such other time as SIMC may specify or which the mediator may require), the parties shall submit to SIMC and the mediator and exchange with each other, statements of their cases and any relevant documents. The parties may mutually agree in writing to an abridgement of this stipulated number of days, subject to the mediator not having any objections to it.
- 6.5 Where appropriate or at the request of the mediator, SIMC may arrange for pre-mediation conferences for the mediator to discuss with the parties’ legal counsels and/or the parties, jointly or separately, key aspects of the dispute and the manner and procedure for the conduct of the mediation. For the avoidance of doubt, the pre-mediation conferences may take place in person, by telephone or other electronic means.
- 6.6 In determining the manner and procedure for the conduct of the mediation, the mediator shall

give due respect to the wishes of the parties and be fair and impartial.

- 6.7 The mediator may communicate with the parties orally, in writing, in person, electronically, or otherwise, and may do so jointly or separately, before and during the scheduled mediation, and in the event that there is no full settlement during the scheduled mediation (including any overtime), in the following days and for such period of time after the scheduled mediation as the parties may accommodate, in order to facilitate the achievement of a full settlement. Any fee to be paid to the mediator for any time spent by the mediator after the scheduled mediation has concluded, is to be agreed between the parties and the mediator, in the absence of which, no additional fee shall be payable.
- 6.8 The mediator may obtain expert advice or assistance in technical matters with the parties' consent and the parties shall bear any expenses incurred in this regard.
- 6.9 All parties shall act in good faith in preparing for and in the course of attending the mediation. They shall ensure that the persons representing them at the mediation have the requisite authority to agree to any terms of settlement and to enter into any settlement agreement on their behalf.

7 Termination of Mediation

- 7.1 The mediation commenced pursuant to the Rules shall terminate upon:
- a. the signing by the parties of a written settlement agreement; or
 - b. the occurrence of the earliest of:
 - i. any party giving notice of withdrawal to SIMC before the scheduled mediation date(s);
 - ii. any party withdrawing from the mediation during the course of the mediation on the scheduled mediation date(s);
 - iii. the mediator notifying SIMC and the parties that the mediation should be terminated;or
 - iv. SIMC giving written notice to the parties that any required payment by one or more parties pursuant to the Rules has not been made for more than 14 days after the due date for payment.

8 Settlement Agreement

- 8.1 Any settlement agreement reached in the course of mediation shall be in writing and signed by or on behalf of all the parties. Parties shall provide SIMC with a copy of the agreement.
- 8.2 For the avoidance of doubt, a settlement agreement may take the form of an electronic record and be signed by electronic signature.
- 8.3 Where the mediation has resulted in a full or partial settlement of the dispute, the mediator shall promptly notify SIMC.

9 Confidentiality

- 9.1 Subject to any agreement between the parties, the Singapore Mediation Act 2017, and any other applicable law:
- a. the mediation shall be private and confidential and no communications made in the mediation, including any information disclosed and views expressed in relation to any proposal for settlement, shall be used in any judicial, arbitration, or similar proceedings or for any collateral purpose, unless required by applicable law; and
 - b. any settlement agreement between the parties shall not be disclosed save where it is

necessary for purposes of its implementation or enforcement or required by law.

- 9.2 The mediator and any officer, employee or representative of SIMC and any observer at the mediation permitted by SIMC with the consent of the parties, shall not give or be compelled to give testimony or to produce any document or other evidence in any judicial, arbitration or similar proceedings concerning any aspect of the mediation conducted under the Rules, unless required by applicable law or unless all of the parties, the mediator and SIMC agree otherwise in writing.
- 9.3 No persons other than the parties, their representatives, their advisors, the mediator and representatives of SIMC may attend the mediation, save with the permission of the parties and the mediator. Parties shall procure from every person attending the mediation on their behalf (whether in-person or remotely by any means), other than their external legal counsels but including any parties' in-house legal counsels and any paralegals, legal trainees or interns of the parties' legal counsels and any permitted observers (other than SIMC employees and officers), a signed undertaking of confidentiality in such form as may be prescribed by the SIMC, and which must be provided to SIMC at least two business days before the mediation (or by such other time as SIMC may specify), as a pre-condition to their attendance. While no signed confidentiality undertakings will be required from the parties' external legal counsels, they are nonetheless required to observe and abide by the requirements of confidentiality under this Rule 9 as a condition of their attendance (whether in-person or remotely by any means) at any mediation conducted under these Rules, and they shall, by their attendance, be deemed to have agreed to observe and abide by the requirements of confidentiality under the Rule.
- 9.4 Parties shall not keep any transcript or formal record of the mediation, save for that which may be necessary to record any settlement agreement.

10 Cancellation or Postponement

- 10.1 Should the mediation be postponed or cancelled before the Mediation Date, at the request or action of any Party due to health, safety or any other reason, SIMC reserves the right to charge to a fee of up to 50% of the Mediation Fee ("**Cancellation Fee**"), including such cancellation fees imposed by the Mediator and the venue provider (if any) should these in total exceed 50% of the Mediation Fee. The Cancellation Fee shall be shared by all the Parties equally without prejudice to the rights of any Party who has not requested or brought about the postponement or cancellation to recover its share of the Cancellation Fee from the Party (or Parties) who has done so. If SIMC has not received any Party's share of the Mediation Fee in full at least 7 business days before the Mediation Date, SIMC shall be entitled to deem Parties as having requested for the postponement or cancellation of the mediation for the purpose of this Clause and proceed to cancel the bookings for the Mediator and the mediation venue.
- 10.2 If the mediation cannot be conducted by SIMC as planned due to health or safety reasons, SIMC will, in consultation with the Parties and/or the Mediator, reschedule the mediation to another date and/or with another mediator agreeable to the Parties should the Mediator not be able to conduct the rescheduled mediation. The Parties agree that SIMC and the Mediator shall not be liable for the inability of the mediation to proceed as planned due to such reasons.

11 General Provisions

- 11.1 The mediator shall not be liable to the parties for any act or omission in connection with the mediation service provided by him, unless the act or omission is fraudulent or involves gross negligence.
- 11.2 SIMC, its officers, employees and representatives, shall not be liable to the parties for any act or omission in connection with the services provided by the mediator, the mediation venue providers or in relation to the mediation, so long as they have acted in good faith.

- 11.3 The parties and their authorised attendees, including the parties' respective legal advisors and legal counsels who have been permitted to attend the mediation on their behalf, each personally undertakes not to use the mediation platform either physically or virtually, to initiate, advance or effect the procedural formalities of any parallel arbitration or litigation proceedings, including but not limited to, using the presence of any party or attendee at the mediation as an opportunity to serve any arbitration or court papers or process on such party or attendee.

SIAC-SIMC ARB-MED-ARB PROTOCOL
("AMA Protocol")

1. This AMA Protocol shall apply to all disputes submitted to the Singapore International Arbitration Centre ("SIAC") for resolution under the Singapore Arb-Med-Arb Clause or other similar clause ("AMA Clause") and/or any dispute which parties have agreed to submit for resolution under this AMA Protocol. Under the AMA Protocol, parties agree that any dispute settled in the course of the mediation at the Singapore International Mediation Centre ("SIMC") shall fall within the scope of their arbitration agreement.
2. A party wishing to commence an arbitration under the AMA Clause shall file with the Registrar of SIAC a notice of arbitration in accordance with the arbitration rules applicable to the arbitration proceedings ("Arbitration Rules"), which Arbitration Rules shall be either: (i) the Arbitration Rules of the SIAC (as may be revised from time to time); or (ii) the UNCITRAL Arbitration Rules (as may be revised from time to time) where parties have agreed that SIAC shall administer such arbitration.
3. The Registrar of SIAC will inform SIMC of the arbitration commenced pursuant to an AMA Clause within 4 working days from the commencement of the arbitration, or within 4 working days from the agreement of the parties to refer their dispute to mediation under the AMA Protocol. SIAC will send to SIMC a copy of the notice of arbitration.
4. The Tribunal shall be constituted by SIAC in accordance with the Arbitration Rules and/or the parties' arbitration agreement.
5. The Tribunal shall, after the exchange of the Notice of Arbitration and Response to the Notice of Arbitration, stay the arbitration and inform the Registrar of SIAC that the case can be submitted for mediation at SIMC. The Registrar of SIAC will send the case file with all documents lodged by the parties to SIMC for mediation at SIMC. Upon SIMC's receipt of the case file, SIMC will inform the Registrar of SIAC of the commencement of mediation at SIMC (the "Mediation Commencement Date") pursuant to the SIMC Mediation Rules. All subsequent steps in the arbitration shall be stayed pending the outcome of mediation at SIMC.
6. The mediation conducted under the auspices of SIMC shall be completed within 8 weeks from the Mediation Commencement Date, unless, the Registrar of SIAC in consultation with SIMC extends the time. For the purposes of calculating any time period in the arbitration proceeding, the time period will stop running at the Mediation Commencement Date and resume upon notification of the Registrar of SIAC to the Tribunal of the termination of the mediation proceeding.
7. At the termination of the 8-week period (unless the deadline is extended by the Registrar of SIAC) or in the event the dispute cannot be settled by mediation either partially or entirely at any time prior to the expiration of the 8-week period, SIMC shall promptly inform the Registrar of SIAC of the outcome of the mediation, if any.
8. In the event that the dispute has not been settled by mediation either partially or entirely, the Registrar of SIAC will inform the Tribunal that the arbitration proceeding shall resume. Upon the date of the Registrar's notification to the Tribunal, the arbitration proceeding in respect of the dispute or remaining part of the dispute (as the case may be) shall resume in accordance with the Arbitration Rules.
9. In the event of a settlement of the dispute by mediation between the parties, SIMC shall inform the Registrar of SIAC that a settlement has been reached. If the parties request the Tribunal to record their settlement in the form of a consent award, the parties or the

Registrar of the SIAC shall refer the settlement agreement to the Tribunal and the Tribunal may render a consent award on the terms agreed to by the parties.

Financial Matters

10. Parties shall pay a non-refundable case filing fee to SIAC for all cases under this AMA Protocol.
11. Where a case is commenced pursuant to the AMA Clause and where parties have agreed to submit their dispute for resolution under the AMA Protocol *before* the commencement of arbitration proceedings, this filing fee is payable to SIAC upon the filing of the notice of arbitration. Otherwise, the portion of the filing fee remaining unpaid in respect of the mediation shall be payable to SIAC upon the submission of the case for mediation at SIMC.
12. Parties shall also pay to SIAC, upon request, an advance on the estimated costs of the arbitration ("Arbitration Advance") as well as administrative fees and expenses for the mediation ("Mediation Advance") in accordance with SIAC and SIMC's respective Schedule of Fees (collectively "the Deposits"). The quantum of the Deposits will be determined by the Registrar of SIAC in consultation with SIMC.
13. Where a case is commenced pursuant to the AMA Clause and where parties have agreed to submit their dispute for resolution under the AMA Protocol *before* the commencement of arbitration proceedings, the Mediation Advance shall be paid with the Arbitration Advance requested by SIAC. Otherwise, the Mediation Advance shall be paid upon the submission of the case for mediation at SIMC.
14. Without prejudice to the Arbitration Rules, any party is free to pay the Deposits of the other party, should the other party fail to pay its share. The Registrar of SIAC shall inform SIMC if the Deposits remain wholly or partially unpaid.
15. SIAC is authorised to make payment of the Mediation Advance to SIMC from the Deposits or the Arbitration Advance held by SIAC without further reference to the parties.

SICC–SIMC LIT-MED-LIT PROTOCOL
(“LML” Protocol)

1. Application of LML Protocol

- a. This LML Protocol applies where the parties have agreed to resolve the whole or any part of a dispute, controversy or claim (a “Dispute”) in accordance with a Litigation-Mediation Litigation Clause (“LML Clause”) providing for litigation in the Singapore International Commercial Court (“SICC”) or for dispute resolution under this LML Protocol, or have otherwise agreed to submit to the jurisdiction of the SICC under the LML Clause.
- b. Nothing in this LML Protocol precludes the parties from agreeing to refer a Dispute for mediation other than in accordance with this LML Protocol at any time.

2. Referral to Mediation

- a. Parties may refer a Dispute for mediation in accordance with this LML Protocol, regardless whether the parties have commenced any proceedings in the SICC.
- b. Where the parties have not commenced any proceedings in the SICC, and any party wishes to commence proceedings under this LML Protocol, that party must commence proceedings in the SICC by filing and serving an Originating Application and Claimant’s Statement in accordance with the Singapore International Commercial Court Rules 2021 (“SICC Rules 2021”). The Claimant’s Statement must be accompanied by a letter to the SICC Registry stating that the parties have agreed to refer the Dispute for mediation in accordance with this LML Protocol, must state details of the Dispute, and must be accompanied by a copy of the parties’ written dispute resolution agreement. The defendant to the proceedings must file and serve a Defendant’s Statement in accordance with the SICC Rules 2021. The Defendant’s Statement must state whether the defendant objects to the referral of the Dispute to mediation in accordance with this LML Protocol, and, if so, provide concise reasons for the objection.
- c. Where parties have commenced proceedings in the SICC, and the parties agree to refer the Dispute for mediation in accordance with this LML Protocol, one of the parties (“Party A”) must file with the SICC Registry a letter stating that the parties have agreed to refer the Dispute for mediation in accordance with this LML Protocol. Party A’s letter must be filed within 28 days after the filing and service of the Defendant’s Statement, must be copied to every other party to the proceedings in the SICC, must state details of the Dispute that the parties have agreed to refer for mediation, and must be accompanied by a copy of the parties’ written dispute resolution agreement. Any other party to the proceedings (“Party B”) may object to the referral of the Dispute for mediation in accordance with this LML Protocol by filing with the SICC Registry, within 7 days after the date Party A’s letter is filed, a letter that identifies each party who, to Party B’s knowledge, objects to the referral, and provides concise reasons for the objection.
- d. The Court may, without an oral hearing, determine any objection and give directions in relation to the referral of the Dispute for mediation in accordance with this LML Protocol.
- e. The Court may, at a case management conference, give directions in relation to the mediation of the Dispute under this LML Protocol, or for the fair, expeditious and efficient disposal of the action.

3. Commencement of Mediation

The Claimant or Party A (as the case may be) must, by the date and time (if any) stated in the Court’s directions, take the relevant steps under the Mediation Rules of the Singapore

International Mediation Centre (“SIMC”) to commence mediation.

4. After commencement of mediation

- a. The SIMC must notify the parties by letter of the date on which the mediation was commenced (“Mediation Commencement Date”). The letter will be copied to the SICC Registry.
- b. The Court may grant a case management stay of the SICC proceedings for a period starting on the Mediation Commencement Date and ending on the earlier of the following:
 - i. 8 weeks after the Mediation Commencement Date; or
 - ii. the date on which the mediation ended (“Mediation Conclusion Date”), as set out in SIMC’s notification to SICC of that date.
- c. The Court may extend the case management stay for good reasons.
- d. The SIMC will administer the mediation in accordance with the Mediation Rules of the SIMC.

5. Interim Relief and Residual Powers

- a. Despite any case management stay of the SICC proceedings, the Court may, on the application of a party, make such interim or supplementary orders as the Court thinks fit for the purposes of preserving the rights of any party, including but not limited to an order in relation to any of the following matters:
 - i. the appointment of any expert;
 - ii. the determination of any question of law or the construction of any document;
 - iii. the preservation, interim custody or sale of any property that is or forms part of the subject-matter of the Dispute;
 - iv. the preservation and interim custody of any evidence;
 - v. the production of any document;
 - vi. an interim injunction or other interim measure, including but not limited to an interim injunction to ensure that any judgment or order made in the SICC proceedings, or any mediated settlement agreement, is not rendered ineffectual by the dissipation of assets by a party; and
 - vii. the enforcement of any obligation of confidentiality.
- b. The applicant in an application to the Court mentioned in clause 5(a) must notify the SIMC by letter (copied to the SICC Registry):
 - i. of the making of the application, within 3 business days after the application is made; and
 - ii. of the Court’s decision on the application, within 5 business days after the Court has decided the application.

6. Conclusion of Mediation

- a. After the case management stay has expired, the SICC Registry will convene a case management conference.
- b. If the parties have agreed to adjourn the mediation in respect of any Dispute, the parties may seek directions from the Court, in relation to subsequent mediation sessions, and an extension of the case management stay under clause 4(c), at the case management conference.
- c. If the parties have concluded a mediated settlement agreement in respect of every

Dispute referred for mediation, the parties must inform the SICC Registry by letter whether the parties wish to record the terms of the mediated settlement agreement as an order of court and, if so, provide the SICC Registry with a copy of the mediated settlement agreement. The letter must be filed at least 5 business days before the case management conference. The parties may record the terms of the mediated settlement agreement as an order of court at the case management conference.

- d. If the parties have concluded a mediated settlement agreement in respect of one or more, but not all, of the Disputes referred for mediation, the parties must inform the SICC Registry by letter whether the parties wish to record the terms of the mediated settlement agreement as an order of court and, if so, state which Disputes are settled and which Disputes are not settled, and provide the SICC Registry with a copy of the mediated settlement agreement. The letter must be filed at least 5 business days before the case management conference.

At the case management conference:

- i. the parties may record the terms of the mediated settlement agreement as an order of court; and
 - ii. the parties may seek the directions of the Court on the conduct of the proceedings in the SICC in respect of the Disputes that were not settled.
- e. If the parties have not concluded a mediated settlement agreement in respect of any Dispute referred for mediation, the parties may seek the directions of the Court on the conduct of the proceedings at the case management conference.
 - f. The parties agree to treat any Dispute that is settled in the course of the mediation as falling within the scope of the LML Clause or a jurisdiction agreement between the parties, regardless whether that Dispute was referred for mediation in accordance with this LML Protocol.

7. Financial Matters

- a. To avoid doubt, the parties shall pay to the Registrar of the Supreme Court, in accordance with the applicable Rules of Court, the applicable fees and charges (however described) upon the commencement and during the continuation of proceedings in the SICC.
- b. To avoid doubt, the parties shall pay to the SIMC, in accordance with the SIMC mediation rules, the applicable fees and charges (however described) upon the commencement and during the continuation of mediation.

8. Definitions

In this LML Protocol, unless the context otherwise requires, the following expressions have the meanings hereby respectively assigned to them, namely:

“business day” means any day other than a Saturday, Sunday or a public holiday; and

“public holiday” means any day which is declared to be or proclaimed as a public

MODEL CLAUSES

SIMC Mediation Clause

All disputes, controversies or differences arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall before or after the commencement of any other proceedings, be first referred to mediation in Singapore at the Singapore International Mediation Centre in accordance with its Mediation Rules for the time being in force, without prejudice to any recourse to apply to any tribunal or court of law of competent jurisdiction for any form of interim relief.

SIMC Tiered Mediation Clause

Where any dispute, controversy or claim arises out of or in connection with this contract, including any question regarding its existence, validity or termination ("**Dispute**"), the parties shall first attempt in good faith to resolve the Dispute through friendly negotiation within [30] days (or such extended period as may be agreed to by the parties) failing which, the parties shall submit the Dispute to mediation in Singapore at the Singapore International Mediation Centre ("**SIMC**") in accordance with its Mediation Rules for the time being in force. No party shall commence any court, arbitration or other proceedings ("**Other Proceedings**") in relation to the Dispute or any part thereof once mediation has commenced but without prejudice to any recourse to apply to any tribunal or court of law of competent jurisdiction for any form of interim relief. If the Dispute is not fully resolved within 8 weeks after the commencement of mediation (or such extended period as may be agreed to by the parties), the Dispute or the parts of it which have not been resolved, may then be referred to arbitration, litigation or any other means of dispute resolution.

The SIAC-SIMC Arb-Med-Arb Clause

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be [Singapore].³

The Tribunal shall consist of _____⁴ arbitrator(s).

The language of the arbitration shall be _____.

The parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the Singapore International Mediation Centre (“SIMC”), in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force.

Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.

³ Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to Singapore, please replace “[Singapore]” with the city and country of choice (e.g., “[City, Country]”).

⁴ State an odd number. Either state one, or state three.

The SICC-SIMC Lit-Med-Lit Clause

A. Agreement (supplemental to a basic jurisdiction clause) to resolve a matter through a Litigation-Mediation-Litigation (“Lit-Med-Lit”) procedure [“Other Clauses” section of the SICC Model Clauses]

[A dispute, controversy or claim having arisen between the parties concerning [*define dispute*] (the “Dispute”), each party hereby irrevocably submits the Dispute to the exclusive jurisdiction of the Singapore International Commercial Court.]

The parties further agree that despite the commencement of proceedings in the Singapore International Commercial Court, the parties will attempt in good faith to resolve the Dispute through mediation at the [*Singapore International Mediation Centre*], in accordance with the Litigation-Mediation-Litigation protocol for the time being in force between the Singapore International Commercial Court and the [*Singapore International Mediation Centre*].

[Any settlement reached in the course of mediation may be recorded by the Singapore International Commercial Court as a consent order on agreed terms.]

B. Agreement to resolve a matter through a multi-tiered dispute resolution procedure, before or after the dispute arises. [“Basic Jurisdiction Clause” section of the SICC Model Clauses]

The parties agree that any dispute, controversy or claim arising out of or in connection with the present contract (including any question regarding its existence, validity or termination) (the “Dispute”) shall first be referred to the [*Singapore International Mediation Centre*] for mediation in accordance with the [*Singapore International Mediation Centre Mediation Rules*] for the time being in force. If the Dispute cannot be resolved through mediation within [*8 weeks*] after commencement of mediation at the [*Singapore International Mediation Centre*], or within such other period as may be agreed by the parties, the parties shall submit the Dispute to the exclusive jurisdiction of the Singapore International Commercial Court.