

FOR IMMEDIATE RELEASE

MEDIA RELEASE

Singapore International Commercial Court launches initiative to hear arbitration matters with support from Singapore International Arbitration Centre

Against a backdrop on the increasing number of matters heard by the Singapore International Commercial Court (SICC) on international arbitrations seated in Singapore under the International Arbitration Act 1994 (IAA), the SICC has introduced a jurisdiction model clause to aid parties in designating it as the supervisory court to hear IAA-related applications. Parties may incorporate this clause into their contracts, or at any other time such as after a dispute has arisen.

2 The growing reputation of the SICC for effective adjudication of IAA-related applications has been built on the judgments that have been handed down and orders for the recovery of costs by successful parties in these matters.

3 This jurisdiction model clause is a joint effort of an SICC Working Group that was chaired by Justice Philip Jeyaretnam, President of the SICC, and comprised nine lawyers from several Singapore practices and foreign law practices with a presence in Singapore working with the SICC. International arbitration users will benefit from the quick turnaround of applications as observed from the SICC judgments that have been released, as well as from the costs awards that are reflective of actual costs involved in the application.

4 “We are very appreciative of the effort put in by the Working Group of established dispute resolution lawyers to produce this model clause that will help parties who are drafting commercial contracts,” said Justice Philip Jeyaretnam, President of the SICC.

5 Supported by one of the most preferred arbitration institutions globally, the SIAC will also be including the clause as one of the options in its Model Clause, where the international arbitration is Singapore-seated.

6 “The Singapore Courts are known for their deep expertise in international arbitration and pro-arbitration decisions. SIAC believes this is a timely move by the SICC that will further enhance Singapore’s reputation as an effective hub for international dispute resolution. The incorporation of the SICC Model Clause for IAA-related Matters as an option in the SIAC Model Clause provides SIAC users in Singapore-seated international arbitrations with the advantage of having their cases heard before SICC’s international judges and the benefit of rules which have been designed with international cases in mind,” said Gloria Lim, CEO of the SIAC.

7 The jurisdiction model clauses are enclosed in **Annex A** below, and may also be found on the respective websites of the SICC and SIAC. The Chairman and members of the SICC Working Group on the jurisdiction model clause on IAA-related matters are reflected in **Annex B** below.

ISSUED BY:

Singapore International Commercial Court
Singapore International Arbitration Centre
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About SICC

The Singapore International Commercial Court (SICC) is a division of the Singapore High Court. Established in 2015, it has gained a reputation as a leading and trusted neutral forum for effective transnational dispute resolution. The SICC bench comprises a diverse panel of eminent international and local Judges experienced in specialist commercial disputes. Described as “arbitration in litigation”, the SICC combines the best practices of international arbitration with the substantive principles of international commercial law. Procedures are flexible and may be tailored to suit parties’ preferences in many aspects, and foreign lawyers may represent parties in certain circumstances. Yet the SICC retains the key advantages of litigation such as the right of appeal and published judgments, as well as issuing orders for the joinder of third and related parties – vital in multi-party/multi-contract scenarios. Parties around the world choose to resolve their disputes before the SICC because it offers a truly unique and cost-effective dispute resolution option.

For more information, please visit www.sicc.gov.sg

About SIAC

Since commencing operations in 1991 as an independent, not-for-profit organisation, SIAC has established a track record for providing best in class arbitration services to the global business community. SIAC arbitration awards have been enforced in many jurisdictions including Australia, China, Hong Kong SAR, India, Indonesia, Jordan, Thailand, UK, USA and Vietnam, amongst other New York Convention signatories. SIAC is a global arbitral institution providing cost-competitive and efficient case management services to parties from all over the world.

SIAC's Board of Directors and its Court of Arbitration consists of eminent lawyers and professionals from all over the world.

The Board is responsible for overseeing SIAC's operations, business strategy and development, as well as corporate governance matters.

The Court's main functions include the appointment of arbitrators, as well as overall supervision of case administration at SIAC. SIAC has an experienced international panel of over 500 expert arbitrators from over 40 jurisdictions. Appointments are made on the basis of our specialist knowledge of an arbitrator's expertise, experience, and track record. SIAC's panel has over 100 experienced arbitrators in the areas of Energy, Engineering, Procurement and Construction from more than 25 jurisdictions.

ANNEX A

SICC Model Clause for Agreement that proceedings under International Arbitration Act 1994 be commenced before, and heard and adjudicated by, the Singapore International Commercial Court

In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 [in relation to the arbitration]*, the parties agree: (a) to commence such proceedings before the Singapore International Commercial Court ("the SICC"); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC.

* The words in square brackets are to be inserted only in a case where the agreement forms part of an arbitration clause.

SIAC Model Clause

In drawing up international contracts, we recommend that parties include the following arbitration 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].*

The Tribunal shall consist of _____** arbitrator(s).

The language of the arbitration shall be _____.

[In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 in relation to the arbitration, the parties agree (a) to commence such proceedings before the Singapore International Commercial Court ("the SICC"); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC.]***

APPLICABLE LAW

Parties should also include an applicable law clause. The following is recommended:

This contract is governed by the laws of _____****.

* 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]”).

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

**** The inclusion of this sentence is recommended if the arbitration commenced to resolve the dispute will be/is an international commercial arbitration, and Singapore is chosen as the seat of arbitration.*

***** State the country or jurisdiction.*

ANNEX B

The SICC Working Group on the jurisdiction model clause on IAA-related matters comprised:

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|------------------------------|-----------------------------|
| 1. Justice Philip Jeyaretnam | President – SICC (Chairman) |
| 2. Phang Hsiao Chung | Divisional Registrar – SICC |
| 3. Paul Tan | Gibson, Dunn & Crutcher LLP |
| 4. Tomas Furlong | Herbert Smith Freehills LLP |
| 5. Ashish Kabra | Nishith Desai Associates |
| 6. Amanda Lees | King & Wood Mallesons |
| 7. Francis Xavier SC | Rajah & Tann Asia |
| 8. Siraj Omar SC | Drew & Napier LLC |
| 9. Chong Yee Leong | Allen & Gledhill LLP |
| 10. Leon Ryan | Anderson Mori & Tomotsune |
| 11. SeungMin Lee | Peter & Kim |