

# 中国国际贸易促进委员会与新加坡共和国 律政部关于建立研究争端解决联合机制 工作组的谅解备忘录

中国国际贸易促进委员会与新加坡共和国律政部（以下简称“一方”，或合称为“双方”）：

谨记中华人民共和国主席习近平与新加坡共和国总理李显龙于 2017 年 9 月和 2018 年 4 月将法律和司法合作纳入双边合作的新领域；

支持中华人民共和国和新加坡共和国在法律和争端解决服务方面深化交流与合作；

认识到在法律和争端解决领域知识与经验的交流符合两国的利益；

愿意为两国企业法律和争端解决需要提供支持；

意识到在双方的共同支持下，国际商事争端预防与解决组织（ICDPASO）于 2020 年 10 月 15 日在北京正式成立，双方将继续支持国际商事争端预防与解决组织（ICDPASO）发挥作用；

考虑到双方已就中国-新加坡联合争议解决机制启动课题研究工作；



赞同双方建立合作框架，以产生实质性成果；  
建立在双方友好关系和过去成功合作的基础上，  
达成以下谅解备忘录：

## **第 1 条 合作机制**

1.1. 双方将设立一个由双方代表组成的工作组。

## **第 2 条 工作组的结构**

2.1. 工作组将由中国国际贸易促进委员会法律事务部部长和新加坡共和国律政部法律产业司司长共同主持。

2.2. 双方还将任命一名高级代表（以下简称“顾问”），为本谅解备忘录（以下简称“本谅解备忘录”）第 3 条规定的相互合作领域工作组提供咨询意见。

2.3. 必要时，一方或双方可提名并邀请其他专家，不限于争端解决从业人员、学者和监管者参加工作组的讨论，或向工作组提交研究成果。

## **第 3 条 合作范围**

3.1. 在合法的前提下，双方在各自职能和权限范围内开展相互合作领域如下：

a. 研究共同建立争端解决机制的可行性，以及制定以亚洲为中心的相关争端规则和程序，以支持贸易和商业；



- b. 双方书面同意的其他领域。

#### **第 4 条 工作组会议机制**

##### **4.1. 会议机制如下：**

- a. 工作组将每月举行一次会议，开展本谅解备忘录项下的合作活动；以及

- b. 顾问将每季度召开一次会议，研讨本谅解备忘录项下开展的各项合作活动。

4.2. 工作组或顾问的会议频率可根据与会双方的共同商定进行调整。

4.3. 工作组或顾问会议可为现场会议，也可以通过电话、电视会议或任何其他方式举行。

#### **第 5 条 保密**

5.1. 双方基于本谅解备忘录在合作活动过程中获得的信息和知识仅用于执行本谅解备忘录。

5.2. 除非获得另一方的书面同意，任何一方不得将另一方在执行本谅解备忘录过程中提供的任何保密信息、文件或数据传达给任何第三方。

5.3. 若本谅解备忘录期满或终止，本款规定仍将有效。



## **第6条 费用**

6.1. 双方将以双方同意的方式承担所有合作活动的费用。

6.2. 本谅解备忘录项下所有合作活动将取决于可用的资金。

## **第7条 语言**

7.1. 双方就本谅解备忘录项下事务的沟通，应使用各自的官方语言，并另附英文译文（如适用）。

## **第8条 修订**

8.1. 经双方同意，本谅解备忘录可随时以书面形式修订。修订将根据双方共同商定的日期生效。

## **第9条 争端解决**

9.1. 与本谅解备忘录有关或由本谅解备忘录引起的双方间任何争议，应由双方通过友好协商解决，不涉及任何第三方、法院或法庭。

9.2. 如本谅解备忘录期满或终止，本款规定仍将有效。

## **第10条 生效与终止**

10.1. 本谅解备忘录自双方签署后即生效。



10.2. 双方任何一方均可通过书面形式，向另一方提出终止本谅解备忘录。在此情况下，本谅解备忘录自对方收到书面通知之日起三（3）个月后即终止。

10.3. 除非双方另有约定，本谅解备忘录的终止将不影响本谅解备忘录项下任何正在进行的合作。双方可就本谅解备忘录项下正在进行的合作项目协商。

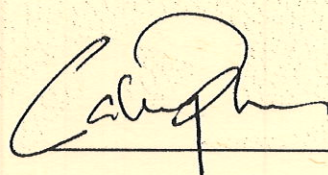
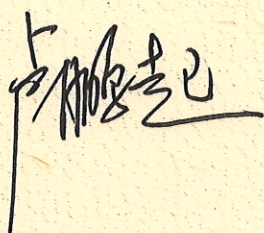
### 第 11 条 非约束效力

11.1. 除第 5 条（保密）和第 9 条（争端解决）外，本谅解备忘录中的任何内容均不对任何个人或参与方产生国内法或国际法下的强制执行权或具有约束力的义务。

本谅解备忘录于     年     月     日签署，一式两份，中英文文本具有同等效力。

中国国际贸易促进委员会

新加坡共和国律政部





**MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF  
LAW OF THE REPUBLIC OF SINGAPORE AND THE CHINA COUNCIL FOR  
THE PROMOTION OF INTERNATIONAL TRADE ON THE  
ESTABLISHMENT OF A WORKING GROUP TO STUDY THE FEASIBILITY  
OF CO-DEVELOPING A DISPUTE RESOLUTION MECHANISM**

The Ministry of Law of the Republic of Singapore and the China Council for the Promotion of International Trade (hereinafter referred to singularly as “the Participant” and collectively as “the Participants”):

**Recalling** that Prime Minister Lee Hsien Loong of the Republic of Singapore and President Xi Jinping of the People’s Republic of China had agreed to include legal and judicial cooperation as a new area of bilateral cooperation in September 2017 and April 2018;

**Supporting** the deepening exchange and cooperation between the Republic of Singapore and the People’s Republic of China on legal and dispute resolution services;

**Recognising** that the exchange of knowledge and experience in the legal and dispute resolution field serves the interests of both countries;

**Desiring** to support the legal and dispute resolution needs of the businesses of both countries;

**Noting** that both countries have supported the establishment of the International Commercial Dispute Prevention and Settlement Organization (ICDPASO) on 15 October 2020, and will continue to encourage ICDPASO in fulfilling its objectives;

**Considering** that the Participants have started to study the possibility of a Singapore-China joint dispute resolution mechanism, including setting up a joint dispute resolution centre;

**Welcoming** the establishment of a cooperation framework between both Participants to produce substantive outcomes; and

**Building On** the friendly relations and successes of past collaborations between the Participants,

**HAVE REACHED THE FOLLOWING UNDERSTANDING:**

**Paragraph 1 Cooperation Mechanism**

- 1.1 The Participants will establish a Working Group, comprising representatives from both Participants.

**Paragraph 2 Structure of the Working Group**

- 2.1. The Working Group will be co-chaired by the Director of the Legal Industry



Division from the Ministry of Law of the Republic of Singapore, and the Director-General of the Department of Legal Affairs from the China Council for the Promotion of International Trade.

- 2.2. Each Participant will also appoint a senior representative to advise the Working Group (hereinafter referred to as "the Advisors") on the areas of mutual cooperation specified in paragraph 3 of this Memorandum of Understanding (hereinafter referred to as "this MOU").
- 2.3. Where necessary, either or both Participants can nominate and invite other experts such as, but not limited to, dispute resolution practitioners, academics, and regulators, to participate in the discussions of the Working Group, or to present research findings to the Working Group.

### **Paragraph 3 Scope of Cooperation**

- 3.1. The areas of mutual cooperation between both Participants, within the limits of their functions and competence and subject to applicable laws and regulations, will be as follows:
  - a. to study the feasibility of co-developing a dispute resolution mechanism, including setting up a joint dispute resolution centre as well as formulating relevant Asian-centric rules and procedures for disputes, to support trade and commerce; and
  - b. other areas as may be agreed by both Participants in writing.

### **Paragraph 4 Working Group Meeting Mechanism**

- 4.1. Subject to paragraph 4.2:
  - a. the Working Group will meet once a month, to carry out the cooperative activities under this MOU; and
  - b. the Advisors will meet once a quarter, to discuss the cooperative activities conducted under this MOU.
- 4.2. The frequency of the meetings of the Working Group or the Advisors may be adjusted, as mutually agreed by both Participants.
- 4.3. The meetings of the Working Group or the Advisors can be held in person, or via tele-conferencing, video-conferencing or any other electronic means.

### **Paragraph 5 Confidentiality**

- 5.1. Each Participant shall use the information and knowledge obtained in the course of the cooperative activities under this MOU solely for the purpose of implementing this MOU.



- 5.2. Neither Participant shall communicate to any third party any confidential information, document or data that is provided by the other Participant in the course of implementing this MOU, except as and to the extent authorised in writing by that other Participant.
- 5.3 The provisions of this paragraph shall remain in effect notwithstanding the expiration or termination of this MOU.

#### **Paragraph 6 Costs**

- 6.1. Both Participants will bear the costs of all cooperative activities as mutually agreed between both Participants.
- 6.2. All cooperative activities implemented under this MOU will be subject to the availability of funds of both Participants.

#### **Paragraph 7 Languages**

- 7.1. For all correspondence concerning issues under this MOU, both Participants will use their respective official languages, along with an additional translated version in the English language (where applicable).

#### **Paragraph 8 Amendments**

- 8.1. This MOU may be amended in writing at any time by the mutual consent of the Participants. Such amendments will take effect on the date mutually agreed upon by the Participants.

#### **Paragraph 9 Settlement of Disputes**

- 9.1. Any dispute between the Participants relating to or arising from this MOU shall be resolved by the Participants amicably through consultations and/or negotiations in good faith, without reference to any third party, court, tribunal or any other forum.
- 9.2 The provisions of this paragraph shall remain in effect notwithstanding the expiration or termination of this MOU.

#### **Paragraph 10 Effective Date and Termination**

- 10.1. This MOU will enter into effect on the date of signature by both Participants.
- 10.2. Either Participant may terminate this MOU by giving the other Participant written notice of its intention to terminate this MOU. In such case, this MOU will terminate three (3) months after the date of the receipt of the written notice.
- 10.3. The termination of this MOU will not prejudice the completion of any ongoing



cooperative activities under this MOU, unless both Participants agree otherwise. Both Participants may consult each other to take action in respect of ongoing cooperative activities under this MOU.

**Paragraph 11 Non-binding Effect**

- 11.1. With the exception of paragraphs 5 (Confidentiality) and 9 (Settlement of Disputes), nothing in this MOU creates or is intended to create any legally enforceable rights or binding obligations for any person or either Participant under national or international law.

SIGNED in duplicate on this 7<sup>th</sup> day of December 2020, in the Chinese and English languages, both texts being equally authentic.

**For the China Council for the  
Promotion of International Trade**

**For the Ministry of Law  
of the Republic of Singapore**

