The Singapore Convention on Mediation

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From UNCITRAL to Singapore

The gap that Arb-Med-Arb filled by a procedural device needed a treaty to be closed directly. The United Nations Commission on International Trade Law (UNCITRAL) finalised the text of a convention on the enforcement of international mediated settlement agreements on 25 June 2018.[1] The United Nations General Assembly adopted the United Nations Convention on International Settlement Agreements Resulting from Mediation by resolution 73/198 on 20 December 2018 and agreed that it should be known as the Singapore Convention on Mediation.[2] The name acknowledged the role that Singapore's delegation had played in the negotiations.

The signing ceremony on 7 August 2019 was a diplomatic success. Forty-six states signed on the first day, among them the United States and China. Singapore deposited its instrument of ratification on 25 February 2020, on the same day as Fiji. When Qatar followed on 12 March 2020, the three ratifications required for entry into force were complete. The Convention took effect six months later, on 12 September 2020.[3]

How the Convention works

The Convention applies to written settlement agreements that result from mediation and resolve international commercial disputes. It excludes agreements concluded by consumers for personal, family or household purposes and agreements in family, inheritance or employment law. It also excludes settlements that are already enforceable as judgments or arbitral awards, so that it does not overlap with the New York Convention, the Hague Choice of Court Convention of 2005 and the Hague Judgments Convention of 2019.[4] A settlement concluded under the Lit-Med-Lit Protocol and recorded as a court order therefore falls outside it, while a settlement reached in a free-standing mediation falls within it.

Each party to the Convention must enforce covered settlement agreements according to its own rules of procedure. It must also allow a disputing party to invoke a settlement as a defence when the other side sues on a matter that the settlement has already resolved. A party who relies on the settlement must provide the signed agreement and evidence that it resulted from mediation, such as the mediator's signature or an attestation by the institution that administered the mediation. The Convention has no concept of a seat. Unlike an arbitral award, which belongs to the legal order of the place of arbitration, a mediated settlement is enforced directly in the state where relief is sought, without prior approval by a court of the place of mediation.[5]

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The grounds for refusal are limited and fall into three groups. The first concerns the parties to the settlement. The second concerns the validity and content of the settlement agreement itself. The third concerns the conduct of the mediation, in particular the standards that the mediator had to observe. The enforcing court may also refuse relief on its own motion when enforcement would be contrary to public policy or when the subject matter cannot be settled by mediation under its law.[6]

States may make two reservations under Article 8. They may exclude settlements to which they themselves or their government agencies are a party. They may also apply the Convention only where the parties to the settlement have agreed to its application. Several parties have used one or both, among them Brazil, Georgia, Israel, Japan, Kazakhstan, Saudi Arabia, the United Arab Emirates and Uzbekistan.[7] The second reservation turns the Convention into an opt-in regime in those states. A settlement agreement that will need to be enforced in Japan or the Emirates should therefore state expressly that the Singapore Convention applies.

The circle of parties

The Convention spreads more slowly than its supporters hoped. In November 2026 the UNCITRAL status table listed 25 parties.[8] For three of them, Mauritius, Uzbekistan and the United Arab Emirates, the Convention enters into force only in 2027, so that it was in force for 22 states in November 2026. The early parties were small states and states of the Gulf, Central Asia and Latin America, such as Fiji, Qatar, Saudi Arabia, Belarus, Ecuador, Honduras, Georgia, Türkiye and Kazakhstan. Japan's accession in 2023 brought in the first major Asian economy after Singapore itself. Israel, Bahrain, Paraguay, Costa Rica, Brazil and Kyrgyzstan joined in 2025, followed in 2026 by Colombia, Oman, Mauritius and Uzbekistan. The United Arab Emirates acceded on 8 October 2026, with effect from April 2027. The Convention's official website, which the Singapore International Dispute Resolution Academy maintains with the support of the Ministry of Law, counted 60 signatories.[9]

The largest trading economies remain outside. The European Union, the United Kingdom, Switzerland, India and Hong Kong are not parties. The United States and China signed in 2019 but had not ratified by November 2026. For the practitioner, this means that the Convention is today most useful in transactions with counterparties from the Gulf, Central Asia, Latin America and Japan. In disputes with Chinese, European or American parties, a consent award or a court order recorded under the protocols remains the safer route to enforcement.

Implementation in Singapore

Singapore implemented the Convention through the Singapore Convention on Mediation Act 2020, which allows a party to apply to the High Court to have a settlement agreement covered by the Convention recorded as an order of court and then enforced like a judgment.[10] Domestic mediated settlements already had a similar route under the Mediation Act 2017, which allows the parties to a mediation administered by a designated provider to apply to have their settlement recorded as an order of court.[11] The two Acts give settlements reached in Singapore a direct route to enforcement at home, while the Convention gives them a route abroad.

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The Convention is also celebrated in an annual event. Singapore Convention Week, held in the city each year since 2019, brought together the international dispute resolution community from 24 to 28 August 2026. During the 2026 edition, the International Centre for Settlement of Investment Disputes opened an office in Singapore.[12] The presence of the World Bank's investment dispute centre, examined in Chapter F.V, strengthens the claim of the city to be the place in Asia where states and companies settle their differences.

Notes

1. Wikipedia, "Singapore Convention on Mediation" (accessed November 2026): text finalised by UNCITRAL on 25 June 2018; opened for signature on 7 August 2019 in Singapore, where 46 states signed on the first day, including the United States and China; entry into force on 12 September 2020, six months after the deposit of the third instrument by Qatar on 12 March 2020.
2. UNCITRAL, "United Nations Convention on International Settlement Agreements Resulting from Mediation (New York, 2018)", uncitral.un.org (accessed November 2026): adopted on 20 December 2018 by General Assembly resolution 73/198; opened for signature on 7 August 2019 in Singapore.
3. UNCITRAL, "Status: United Nations Convention on International Settlement Agreements Resulting from Mediation", uncitral.un.org (accessed November 2026): ratification by Singapore and Fiji on 25 February 2020 and by Qatar on 12 March 2020; entry into force for all three on 12 September 2020.
4. UNCITRAL, Convention page (uncitral.un.org): scope under Art. 1 limited to written settlement agreements resulting from mediation in commercial disputes; exclusion of consumer, family, inheritance and employment matters and of settlement agreements enforceable as a judgment or arbitral award, to avoid overlap with the New York Convention, the 2005 Choice of Court Convention and the 2019 Judgments Convention; Art. 3 obligation to enforce settlements and to allow them to be invoked; Art. 4 requirement of a signed settlement agreement and evidence that it resulted from mediation.
5. On the absence of a seat or country-of-origin requirement in the Singapore Convention, see Nadja Alexander and Shouyu Chong, *The Singapore Convention on Mediation: A Commentary*, Alphen aan den Rijn, Kluwer Law International, 2019.
6. UNCITRAL, Convention page (uncitral.un.org): grounds for refusal under Art. 5 grouped as relating to the parties, the settlement agreement and the mediation procedure; refusal on the court's own motion for public policy or where the subject matter is not capable of settlement by mediation.
7. UNCITRAL, Convention page and status table (uncitral.un.org, accessed November 2026): reservations under Art. 8 for settlements involving the state or government agencies and for application only where the parties have agreed; status-table note (b), corresponding to Art. 8(1)(a), for Belarus, Brazil, Georgia, Kazakhstan, Saudi Arabia, the United Arab Emirates and Uzbekistan; note (c), corresponding to Art. 8(1)(b), for Georgia, Israel, Japan, Kazakhstan, Kyrgyzstan, the United Arab Emirates and Uzbekistan; Pakistan made both declarations on signature.
8. UNCITRAL, status table (uncitral.un.org, accessed November 2026): 25 parties, including Bahrain (accession 17 February 2025), Brazil (ratification 6 August 2025, in force 6 February 2026), Colombia (12 March 2026, in force 12 September 2026), Japan (accession 1 October 2023, in force 1 April 2024), Mauritius (17 August 2026, in force 17 February 2027), Nigeria, Oman (accession 10 March 2026, in force 10 September 2026), Sri Lanka, Türkiye, the United Arab Emirates (accession 8 October 2026, in force 8 April 2027), Uruguay and Uzbekistan (accession 28 August 2026, in force 28 February 2027).
9. Singapore Convention on Mediation website (singaporeconvention.org, accessed November 2026): 60 signatories and 25 contracting parties; site managed by the Singapore International Dispute Resolution Academy (SIDRA) at

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Singapore Management University with the support of the Ministry of Law. Dates of joining from the UNCITRAL status table: Israel 8 January 2025, Bahrain 17 February 2025, Paraguay 12 March 2025, Costa Rica 25 March 2025, Brazil 6 August 2025, Kyrgyzstan 1 December 2025, Oman 10 March 2026, Colombia 12 March 2026, Mauritius 17 August 2026 (in force 17 February 2027), Uzbekistan 28 August 2026 (in force 28 February 2027), United Arab Emirates 8 October 2026 (in force 8 April 2027).

10. Singapore Convention on Mediation Act 2020, passed by Parliament in February 2020 and in force with the Convention on 12 September 2020.
11. Mediation Act 2017 (Singapore), on the recording of mediated settlement agreements as orders of court.
12. SIMC, "A week in conversation – SIMC at SC Week 2026", simc.com.sg, 15 September 2026: Singapore Convention Week held from 24 to 28 August 2026, with the launch of the ICSID Singapore office on 26 August 2026 attended by Minister Edwin Tong SC; singaporeconvention.org (accessed November 2026): the week has been held in Singapore since 2019.

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