

**SINGAPORE INTERNATIONAL COMMERCIAL COURT  
MODEL CLAUSES**

## MODEL CLAUSES

### I. BASIC JURISDICTION CLAUSES

#### **A. Submission to the jurisdiction of the Singapore International Commercial Court (“SICC”) before a dispute arises**

“Each party irrevocably submits to the exclusive\* jurisdiction of the Singapore International Commercial Court all disputes arising out of or in connection with the present contract, including any question relating to its existence, validity or termination.”

*\*[Note: Parties should be aware that by changing this clause to a “non-exclusive” submission to the jurisdiction of the Singapore International Commercial Court, they may not be able to avail themselves of, amongst other benefits, the judgment recognition and enforcement framework provided by the Hague Convention on Choice of Court Agreements.]*

*If there is a written jurisdiction agreement between the parties to submit to the jurisdiction of the Singapore International Commercial Court, the Singapore International Commercial Court will not decline to assume jurisdiction in an action solely on the ground that the dispute between the parties is connected to a jurisdiction other than Singapore and this remains so regardless of whether such submission is exclusive or non-exclusive: see Order 2, Rule 3 read with Rule 1(7) of the Singapore International Commercial Court Rules 2021.]*

#### **B. Submission to the SICC’s jurisdiction after a dispute arises**

“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.”

### **C. Additional points**

The basic jurisdiction clauses above may be supplemented or modified in order to take into account any concerns or special requirements that the parties may have. By way of illustration, the parties may wish to provide for the following points in the jurisdiction clause:

- (a) Governing law: Having an express provision for the jurisdiction clause to be governed by Singapore law would facilitate effective submission to the SICC.
- (b) Consent to transfer: The parties may agree to a transfer of proceedings to the General Division of the Singapore High Court in the event that the SICC (a division of the General Division of the Singapore High Court) determines that it lacks the jurisdiction to hear, or declines to assume jurisdiction over, the whole or any part of the proceedings. Proceedings so transferred will cease to be listed before the SICC and will instead be listed for hearing and adjudication before the General Division of the Singapore High Court generally.
- (c) Waiver of objections: The parties may agree to waive their rights to object to the SICC's jurisdiction on the basis of, among other things, natural forum or multiplicity of proceedings.
- (d) Compliance: In order to ensure and reinforce the enforceability of the SICC judgments and orders obtained in the proceedings, the parties may agree to comply with, and waive any recourse against, such judgments and orders and/or the recognition or enforcement of such judgments and orders.

For sample clauses dealing with these points, see the comprehensive jurisdiction clauses in Section II below.

In addition, the parties may also wish to consider whether to agree on other aspects of the proceedings before the SICC. For example, the parties may exclude the right to, or limit the ambit of, appeals against a judgment or order of the SICC: see Section III(A) and (B) below. Subject to the relevant rules and procedures, the parties may also agree on the size of the coram, both at first instance and on appeal: see Section III(C) below.

## II. COMPREHENSIVE JURISDICTION CLAUSES

### A. Submission to the jurisdiction of the SICC before a dispute arises

- (a) **Governing Law.** [This Agreement, as well as sub-clauses (b)-(c) below which form a separate and distinct agreement from the rest of this Agreement, shall be governed by and construed in accordance with the laws of Singapore.] / [This Agreement except for sub-clauses (b)-(c) shall be governed by and construed in accordance with the laws of [state a jurisdiction]. Sub-clauses (b)-(c) below form a separate and distinct agreement from the rest of this Agreement. Notwithstanding the governing law of this Agreement, sub-clauses (b)-(c) below shall be governed by and construed in accordance with the laws of Singapore.]\*

\*Please choose one and delete as appropriate

#### (b) **Jurisdiction.**

- (i) Each party irrevocably submits to the exclusive\* jurisdiction of the Singapore International Commercial Court any dispute, controversy or claim arising in any way out of or in connection with this Agreement (including, without limitation as to: (1) any contractual, pre-contractual or non-contractual rights, obligations or liabilities; or (2) the existence, validity, enforceability or termination of this Agreement, this sub-clause, sub-clauses (a) and/or (c)) (“the Dispute”).
- (ii) In the event and to such extent that the Singapore International Commercial Court either (a) determines that it lacks the jurisdiction to hear and try the whole or any part of the Dispute, and/or (b) declines to assume jurisdiction over the whole or any part of the Dispute, each party consents to the transfer of the suit, action or proceedings relating to the Dispute from the Singapore International Commercial Court (a division of the General Division of the High Court of the Republic of Singapore) to the General Division of the High Court of the Republic of Singapore generally.

Irrespective of whether the provision at (b)(i) or (b)(ii) above applies, each party irrevocably:

- (iii) waives any objection which it may have at any time to the laying of the physical venue of any suit, action or proceedings relating to the Dispute (“Proceedings”);
- (iv) waives the right to object, with respect to such Proceedings, that the Singapore International Commercial Court does not have any jurisdiction over the relevant party;
- (v) waives any objection to the Singapore International Commercial Court assuming jurisdiction over such Proceedings on the ground that the Dispute is connected to a jurisdiction other than Singapore; and
- (vi) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions shall not preclude the bringing of Proceedings in the Singapore International Commercial Court.

*\*[Note: Parties should be aware that by changing this clause to a “non-exclusive” submission to the jurisdiction of the Singapore International Commercial Court, they may not be able to avail themselves of, amongst other benefits, the judgment recognition and enforcement framework provided by the Hague Convention on Choice of Court Agreements.]*

*If there is a written jurisdiction agreement between the parties to submit to the jurisdiction of the Singapore International Commercial Court, the Singapore International Commercial Court will not decline to assume jurisdiction in an action solely on the ground that the dispute between the parties is connected to a jurisdiction other than Singapore and this remains so regardless of whether such submission is exclusive or non-exclusive: see Order 2, Rule 3 read with Rule 1(7) of the Singapore International Commercial Court Rules 2021.]*

(c) **Compliance with Orders.** With respect to Proceedings brought in the Singapore International Commercial Court, each party irrevocably:-

- (i) agrees to carry out and to take any step necessary to carry out any judgment or order of the Singapore International Commercial Court without undue delay;
- (ii) waives any recourse to any court or tribunal outside Singapore to challenge (aa) any judgment or order of the Singapore International Commercial Court, or (bb) the recognition or enforcement of such judgment or order, insofar as such recourse can be validly waived; and
- (iii) agrees that any judgment or order of the Singapore International Commercial Court may be recognised and/or enforced in all of the following jurisdictions outside Singapore:

a. *[list all jurisdictions as are appropriate];*

and hereby agrees to submit to the jurisdiction of the courts and/or tribunals in the jurisdictions listed above for the purposes of such recognition and/or enforcement.

For the avoidance of doubt, this clause does not, and is not intended to exclude the recognition and/or enforcement of any judgment or order of the Singapore International Commercial Court in any jurisdiction not specified herein.

## **B. Submission to the SICC’s jurisdiction after a dispute arises**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Singapore.

(b) **Jurisdiction.**

- (i) 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.

- (ii) In the event and to such extent that the Singapore International Commercial Court either (a) determines that it lacks the jurisdiction to hear and try the whole or any part of the Dispute, and/or (b) declines to assume jurisdiction over the whole or any part of the Dispute, each party consents to the transfer of the suit, action or proceedings relating to the Dispute from the Singapore International Commercial Court (a division of the General Division of the High Court of the Republic of Singapore) to the General Division of the High Court of the Republic of Singapore generally.

Irrespective of whether the provision at (b)(i) or (b)(ii) above applies, each party irrevocably:

- (iii) waives any objection which it may have at any time to the laying of the physical venue of any suit, action or proceedings relating to the Dispute (“Proceedings”);
  - (iv) waives the right to object, with respect to such Proceedings, that the Singapore International Commercial Court does not have any jurisdiction over the relevant party;
  - (v) waives any objection to the Singapore International Commercial Court assuming jurisdiction over such Proceedings on the ground that the Dispute is connected to a jurisdiction other than Singapore; and
  - (vi) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions shall not preclude the bringing of Proceedings in the Singapore International Commercial Court.
- (c) **Compliance with Orders.** With respect to Proceedings brought in the Singapore International Commercial Court, each party irrevocably:-

- (i) agrees to carry out and to take any necessary step to carry out any judgment or order of the Singapore International Commercial Court without undue delay;
- (ii) waives any recourse to any court or tribunal outside Singapore to challenge (aa) any judgment or order of the Singapore International Commercial Court, or (bb) the recognition or enforcement of such judgment or order, insofar as such recourse can be validly waived; and
- (iii) agrees that any judgment or order of the Singapore International Commercial Court may be recognised and/or enforced in all of the following jurisdictions outside Singapore:

a. *[list all jurisdictions as are appropriate]*;

and hereby agrees to submit to the jurisdiction of the courts and tribunals in the jurisdictions listed above for the purposes of such recognition and/or enforcement.

For the avoidance of doubt, this clause does not, and is not intended to exclude the recognition and/or enforcement of any judgment or order of the Singapore International Commercial Court in any jurisdiction not specified herein.

### III. OTHER CLAUSES

#### A. Exclusion of the right to appeal to the Singapore Court of Appeal<sup>1</sup>

“The parties agree that there shall be no appeal against any judgment or order, whether final or interlocutory in nature, of the Singapore International Commercial Court pursuant to [*insert reference to jurisdiction clause*]. Such judgment or order of the Singapore International Commercial Court, whether final or interlocutory in nature, shall be final and binding on the parties and on any persons claiming through or under them and may be relied upon by any of the parties by way of defence, set-off or otherwise in any proceedings in any court or tribunal of competent jurisdiction.”

#### B. Limitation of the scope of appeal to the Singapore Court of Appeal

“The parties agree that there shall be no appeal against any judgment or order, whether final or interlocutory in nature, of the Singapore International Commercial Court pursuant to [*insert reference to jurisdiction clause*], save that a party may appeal against the judgment or order where that party can show that:

a. [*Insert agreed exclusion/s, if any, and as appropriate*].

Subject to the above, a judgment or order of the Singapore International Commercial Court, whether final or interlocutory in nature, is final and binding on the parties and on any persons claiming through or under them and may be relied upon by any of the parties by way of defence, set-off or otherwise in any proceedings in any court or tribunal of competent jurisdiction.”

#### C. Agreement on the size of coram

“The parties agree that, subject to the relevant rules and procedures governing proceedings before the Singapore International Commercial Court, the [*describe the relevant proceedings before the SICC or use the relevant defined term (if any)*] shall be heard before [1 Judge/3 Judges]\* at first instance and before [3 Judges/5 Judges]\* on appeal.”

\* Please choose one and delete as appropriate

#### D. Agreements pertaining to the Technology, Infrastructure and Construction List of the Singapore International Commercial Court

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<sup>1</sup> For the effect of such an agreement, see Supreme Court of Judicature Act 1969 s 29 and Fourth Schedule, paragraph 3, and s 29A and Fifth Schedule paragraph 5. See also paragraph 15.2.3 of the SICC Procedural Guide.

**i. Agreement to place case in the Technology, Infrastructure and Construction List of the Singapore International Commercial Court**

“The parties agree that [*describe the relevant dispute, or the proceedings before or to be commenced in the SICC, or use the relevant defined term (if any)*] shall be placed in the Technology, Infrastructure and Construction List of the Singapore International Commercial Court in accordance with the relevant rules and procedures governing proceedings before that Court.”

**ii. Agreement to apply the Pre-Action Protocol for Dispute involving TIC Claim before commencing case**

“The parties agree to apply the Pre-Action Protocol for Dispute involving TIC Claim set out in Appendix D of the Singapore International Commercial Court Rules 2021, or in the relevant rules governing proceedings before the Singapore International Commercial Court, before commencing [*describe the particular case, or the type or class of cases, to which the protocol will apply*] in the Singapore International Commercial Court.”

Or

“The parties agree to apply, subject to the following modifications, the Pre-Action Protocol for Dispute involving TIC Claim set out in Appendix D of the Singapore International Commercial Court Rules 2021, or in the relevant rules governing proceedings before the Singapore International Commercial Court, before commencing [*describe the particular case, or the type or class of cases, to which the modified protocol will apply*] in the Singapore International Commercial Court:

*a.[insert agreed modifications to the protocol]”*

**iii. Agreement to apply the Simplified Adjudication Process Protocol**

“The parties agree to apply the Simplified Adjudication Process Protocol set out in Appendix E of the Singapore International Commercial Court Rules 2021, or in the relevant rules governing proceedings before the Singapore International Commercial Court.”

Or

“The parties agree to apply, subject to the following modifications, the Simplified Adjudication Process Protocol set out in Appendix E of the Singapore International Commercial Court Rules 2021, or in the relevant rules governing proceedings before the Singapore International Commercial Court:

*a.[insert agreed modifications to the protocol]”*