

Announcement of the Supreme People's Court of the People's Republic of China

The Memorandum of Understanding on Cooperation between the Supreme People's Court of the People's Republic of China and the Supreme Court of the Republic of Singapore on Information on Foreign Law signed by the Supreme People's Court of the People's Republic of China and the Supreme Court of the Republic of Singapore on Dec. 3, 2021, is hereby promulgated and shall come into effect on April 3, 2022.

Supreme People's Court

April 3, 2022

**MEMORANDUM OF UNDERSTANDING ON
COOPERATION BETWEEN
THE SUPREME PEOPLE'S COURT
OF THE PEOPLE'S REPUBLIC OF CHINA
AND THE SUPREME COURT OF THE REPUBLIC
OF SINGAPORE
ON INFORMATION ON FOREIGN LAW**

The Supreme People's Court of the People's Republic of China and the Supreme Court of the Republic of Singapore (each referred to as a “Participant”, and collectively referred to as the “Participants”),

With a view to promoting the ties of friendship between the People’s Republic of China and the Republic of Singapore, jointly advancing the “Belt and Road” Initiative and further strengthening pragmatic cooperation in the judicial sector between the two States,

For the purpose of providing convenience to courts of both States to determine questions of law of the other State in international civil and commercial cases, enhancing the accuracy and authority of information on foreign laws, and improving efficiency of judicial adjudication,

Mutually agree to strengthen bilateral cooperation on information on foreign law in international civil and commercial cases, and have made and entered into the following Memorandum of Understanding (the "MOU"):

Article I Scope of application

If it is necessary for courts in the People's Republic of China and the Republic of Singapore to apply the law of the other State in adjudicating international civil and commercial cases, a request may be made to the Participant in the other State to provide information and opinions on its domestic law and judicial practice in civil and commercial matters, or matters relating thereto, in accordance with this MOU.

Article II Authorities entitled to make a request

A request for information and opinions will always emanate from a court determining questions of law ("Requesting Court"). The request may only be made in connection with ongoing civil or commercial proceedings.

Article III Contents of a request

A request for information and opinions will include:

1. The name of the Requesting Court;
2. The nature of the case for which the request is filed;
3. The specific legal matters requested;
4. The facts, assumptions, and other auxiliary information upon which the reply to the request is to be determined.

The request will not specifically identify the parties or the proceedings to which they are party.

Article IV Transmission of a request

Requests from the courts of the People's Republic of China will be transmitted through the Supreme People's Court of the People's Republic of China to the Supreme Court of the

Republic of Singapore; and requests from the courts of the Republic of Singapore will be transmitted through the Supreme Court of the Republic of Singapore to the Supreme People's Court of the People's Republic of China. For the purposes of this MOU, the Participant transmitting a request for information and opinions will be referred to as the "Requesting Participant" while the Participant receiving the request will be referred to as the "Receiving Participant".

Article V Receipt of and reply to a request

The Supreme People's Court of the People's Republic of China is empowered to receive and respond to requests transmitted through or by the Supreme Court of the Republic of Singapore.

The Supreme Court of the Republic of Singapore is empowered to receive and respond to requests transmitted through or by the Supreme People's Court of the People's Republic of China.

Article VI Contents of the reply

The Receiving Participant will provide information and opinions to the Requesting Participant in an objective and impartial manner. The reply will contain, as appropriate, relevant information adequately addressing each aspect of the request where possible. It will be accompanied, to the extent deemed necessary for the proper understanding of the information, by any additional documents, including but not limited to, legal texts, relevant judicial precedents, judicial decisions, judicial interpretations, and court orders.

Article VII Transmission of a reply

The Participants will transmit their replies directly to each other in accordance with their respective procedures.

Article VIII Clarifications of information

The Receiving Participant may request that the Requesting Participant provide further clarifications about the request. Such requests for clarifications will be transmitted to the Requesting Participant in accordance with Article IV of this MOU.

Article IX Timeline for the reply

The reply to a request for information and opinions will be furnished as promptly as possible. However, if the reply cannot be made within sixty days upon receipt of the request, the Receiving Participant will promptly notify the Requesting Participant.

If the Receiving Participant requests the Requesting Participant to provide further clarifications, the reply to a request for clarifications will be furnished as promptly as possible. However, if the reply cannot be made within thirty days upon receipt of the request, the Requesting Participant will promptly notify the Receiving Participant.

Article X Effects of the reply

1. The information and opinions provided in the reply are for reference only and will not bind the Requesting Court in the determination of any question of law in any ongoing or future proceedings or in any other way. The Requesting Court may use the information and opinions provided in

the reply in such manner as it thinks fit, in accordance with its domestic laws, practices and usages.

2. To avoid doubt:
 - a. the Requesting Court will be entitled to make the reply obtained from the Receiving Participant available to the parties to the case for which the request was filed, and invite the parties to make submissions on the reply; and
 - b. the Requesting Court, through the Requesting Participant, will be entitled to make further requests for information and opinions arising from the reply.
3. The Receiving Participant will not be liable for the information and opinions provided.

Article XI Exceptions to the obligation to reply

If the Receiving Participant considers that issuing a reply to the request may be prejudicial to its sovereignty, security or public interests, it may refuse the request but will promptly notify the Requesting Participant accordingly.

Article XII Languages

1. The request and any annexes will be in the official language of the Receiving Participant or be accompanied by a translation into that language.
2. The reply and any annexes will be in the official language of the Receiving Participant and be accompanied by a

translation into the official language of the Requesting Participant.

3. For the purposes of sub-paragraphs 1 and 2 above, the official language of the Supreme People's Court of the People's Republic of China is the Chinese language, and the official language of the Supreme Court of the Republic of Singapore is the English language.

Article XIII Liaison bodies

The Supreme People's Court of the People's Republic of China appoints the International Cooperation Department of the Supreme People's Court, and the Supreme Court of the Republic of Singapore appoints the Registry of the Supreme Court, as liaison bodies under this MOU. Requests and replies between the Participants will be transmitted by these liaison bodies via specified email addresses or other agreed means.

Article XIV Relations with other ways of proof of foreign laws

This MOU will apply without prejudice to the rights of the courts of both States to determine questions of law of the other State by international conventions, bilateral treaties, domestic law or any other means in international civil and commercial proceedings.

Article XV Dispute settlement

Any disputes or differences which may arise from the interpretation or implementation of this MOU will be settled through friendly consultation based on mutual understanding and respect between the Participants, without reference to any third party, court, tribunal, or any other forum.

Article XVI Amendments

This MOU may be amended at any time in writing by mutual consent of the Participants. Any amendment which has been agreed upon by the Participants will come into effect on such date as agreed by the Participants and will be considered an integral part of this MOU.

Any amendment will not prejudice any request for information or opinions or any reply received thereto issued or received before, or up to, the date of such amendment.

Article XVII Effectiveness and termination

This MOU will come into effect on 3 April 2022. Either Participant may terminate this MOU upon written notice to the other Participant. This MOU will terminate six months after receipt of such written notice.

This MOU does not constitute any treaty or law nor does it create any legally binding rights or obligations between the Participants under domestic or international law.

This MOU is signed in two original copies, one being in Chinese and the other in English, both texts being equally valid, on December 3, 2021 in the People's Republic of China and the Republic of Singapore.

