

---

[ 中图分类号 ] D997.4    [ 文献识别码 ] A    [ 文章编号 ] 2096-6180 ( 2021 ) 05-0048-17

---

1

---

1  
1 199

48

21YYA06  
2019

---

2

may

3

4

UNCITRAL

UNCITRAL 1958

---

2

5

1.

4

a

b

4

c

d

f

e

2.

4

b

a

3

5

4 Hector Flores Senties,

, 20 *Cardozo Journal of Conflict Resolution* 1235, 1253 – 1254 (2019).

UNCITRAL

Nations (3 April 2021), [https://uncitral.un.org/en/texts/arbitration/conventions/foreign\\_arbitral\\_awards](https://uncitral.un.org/en/texts/arbitration/conventions/foreign_arbitral_awards).

, HCCH (3 April 2021), <https://www.hcch.net/en/instruments/conventions/specialised-sections/choice-of-court>.

, 20 *Cardozo Journal of Conflict Resolution* 1235, 1237 (2019). Bobette

*Arbitration Journal* 87, 98 (2014).



2.

---

23

U.N. Doc. A/CN.9/WG.II/WP.202 43

24 Stefan Kröll,

, the New York Convention in Practice, 2008, p.328.

25 5 1 1

26 9 1

27 U.N. Doc. A/CN.9/929 84

28 U.N. Doc. A/CN.9/929, 87

29 1 4

30 Hector Flores Senties,

, 20 Cardozo Journal of Conflict Resolution 1235, 1247 (2019).

---

---

---

39

40

4.

41

reasonable party

---

44 1 1  
 45 5 1 2 1  
 46 U.N. Doc. A/CN.9/896 106 U.N.Doc. A/CN.9/901 50  
 47 Sarah R. Cole, Craig A. McEwen, et al: Mediation: Law, Policy & Practice § 17:15(2020).  
 48 U.N. Doc. A/CN.9/896 104  
 49 U.N. Doc. A/CN.9/896 192 – 194  
 50 Edna Sussman,

ICC Dispute Resolution Bulletin, 2018, p.49.

51 Michel Kallipetis, Conflict Resolution 1197, 1200 (2019).

, 20 Cardozo Journal of



---

52

53

1.

UNCITRAL 2017 2

2018

54

post hoc

basis

55

2.

56

---

52 Timothy Schnabel, —  
, 19 Pepperdine Dispute Resolution Law Journal 1, 51 – 52 (2019).

53 U.N. Doc. A/CN.9/901 73

54

1 19

55 Timothy Schnabel, —  
, 19 Pepperdine Dispute Resolution Law Journal 1, 51 (2019).

56 Timothy Schnabel, —  
, 19 Pepperdine Dispute Resolution Law Journal 1, 53 (2019).

2020

---

material  
justifiable

57

58

59

60

2018

61

---

57 U.N. Doc. A/CN.9/901 79  
58 Michel Kallipetis,  
Conflict Resolution 1197, 1201(2019).  
59 U.N. Doc. A/CN.9/901 48  
60 James R. Coben,  
61

), 20 Cardozo Journal of  
—  
, 20 Cardozo Journal of Conflict Resolution 1063, 1098 (2019).

---

62

63

64

65

manifestly

international

66

67

68

69

70

71

72

---

62 Christina G. Hioureas,  
, 215 *Berkeley Journal of International Law* 37, 220 (2019).

63 U.N. Doc. A/CN.9/867 156

64 5 2 2

65 34 2 2 2

66 U.N. Doc. A/CN.9/929 100 U.N. Doc. A/CN.9/867 157

67 Hector Flores Sentíes,  
, 20 *Cardozo Journal of Conflict Resolution* 1235, 1250 (2019).

68 U.N. Doc. A/CN.9/929 100

69 Gary B. Born, *International Commercial Arbitration, Volume II* (2009), Wolters Kluwer, p.2833.

70 Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, article 45.1(a).

71 *Parsons & Whittemore Overseas Co.*, 508 F.2d at 973 – 974.

72 Judgment of 12 July 1990, 1990 NJW 3210,3211(German Bundesgerichtshof). Quoted from Gary B. Born,  
, Wolters Kluwer, 2009, p.2844.

---

73

74

75

76

-Lu:LE0Np,€UETWF6L@9IX-Lq»

---

---

79

80

2018 6 27

81

2018 7 1

---

84

85

86

87

---

84

2020 8 100

85 260

86

2021 1 28

87

2020 20 360

---

---

8

88

89

90

91

92

2013

93

1994

94

95

---

88

---

5

96

5

97

---

96

2021 1 59

97

2020 9 10

<https://mp.weixin.qq.com/s/bq3JdQS0DnqqVkeHOrg> – WQ



---

ZHANG Wenliang LI Yufang

Singapore Convention on Mediation is an important step in the history of international commercial dispute settlement system which seeks to solve the shortcomings in the current international commercial dispute settlement mechanism and reflects the efforts and achievements of the international community in exploring a new international commercial dispute settlement mechanism. Singapore Convention on Mediation enhances the attractiveness of international commercial mediation by awarding international commercial mediation agreements international enforceability but the realization of its core value depends on the realization of the enforceability of international mediation agreements in the contracting parties granted by it. How to effectively guarantee the balance between the enforceability of the international mediation agreement and the reasonable review of the contracting states is of vital importance. Singapore Convention on Mediation sets out the defenses that can be employed by the contracting parties of international mediation agreements. These defenses have many commonalities or similarities with the defenses in other major international commercial dispute resolution treaties. This provides useful guidance for the Convention and also poses challenges in terms of ensuring the effectiveness of international commercial mediation as a special dispute resolution mechanism. There are major differences between China's current mediation system and Singapore Convention on Mediation. The convention provides an opportunity and motivation for an international commercial mediation system in which China's structure is in line with international standards. In the short term, it may be viable for China to accept Singapore Convention on Mediation and a separate implementation mechanism for the application thereof is necessary.

Singapore Convention on Mediation Enforceability Defenses