

Comparative Perspectives: Singapore's Mediation Framework and Future Directions for Korean IP Practice

Overview

This report outlines the functions of Singapore International Mediation Centre (“**SIMC**”), the Singapore International Commercial Court (“**SICC**”) and the World Intellectual Property Organisation Arbitration and Mediation Centre (“**WIPO AMC**”). Finally, the report concludes with proposed directions for IP mediation in Korea.

A. Mediation Practice in Singapore

1. **SIMC**

1.1 This section focuses on SIMC, as well as its collaborative functions with SIAC, SICC, Japan and China.

1.2 **BACKGROUND**

1.2.1 SIMC is an independent, non-profit institution aiming to provide world-class mediation services. It was established to meet the increasing needs of international dispute resolution.¹ For IP disputes, the SIMC is one of three mediation providers that parties can choose before an IPOS hearing.

1.2.2 SIMC operates many training initiatives, namely the three flagship workshops to equip professionals with skills needed to mediate complex disputes.² Further, it partnered with renowned global institutions such as WIPO, Korean Commercial Arbitration Board, US Agency of International Development, United Nations Development Programme, and the Asia Foundation.³ Due to its front-facing, international position, SIMC has trained over 1000 mediators and mediation advocates from more than 20 countries, including China, Japan, South Korea, India, Sri Lanka, the Maldives, Pakistan, Costa Rica, and Jamaica with participants from various jurisdictions.⁴

1.3 **STRONG PARTNERSHIP WITH SINGAPORE INSTITUTES**

1.3.1 Other than its strong network overseas, the SIMC has 10 key institutional partners in Singapore, including SIAC and SICC, both of which it shares joint protocols. Other influential legal bodies include the IP Office of Singapore and Singapore Law Society.⁵ By embedding itself within Singapore's leading dispute resolution and legal institutions, SIMC provides parties with a well-supported mediation framework domestically, even before considering the added advantages of its overseas connections.

1.4 **SIAC-SIMC ARB-MED-ARB PROTOCOL (2014)**

¹ Singapore International Mediation Centre, Background. <https://simc.com.sg/insights/singapore-international-mediation-centre>.

² Singapore International Mediation Centre, “Building Mediation Expertise with SIMC”. <https://simc.com.sg/building-mediation-expertise-simc>.

³ Ibid.

⁴ Ibid.

⁵ Singapore International Mediation Centre, “Our Institutional Partners”/ <https://simc.com.sg/our-institutional-partners>.

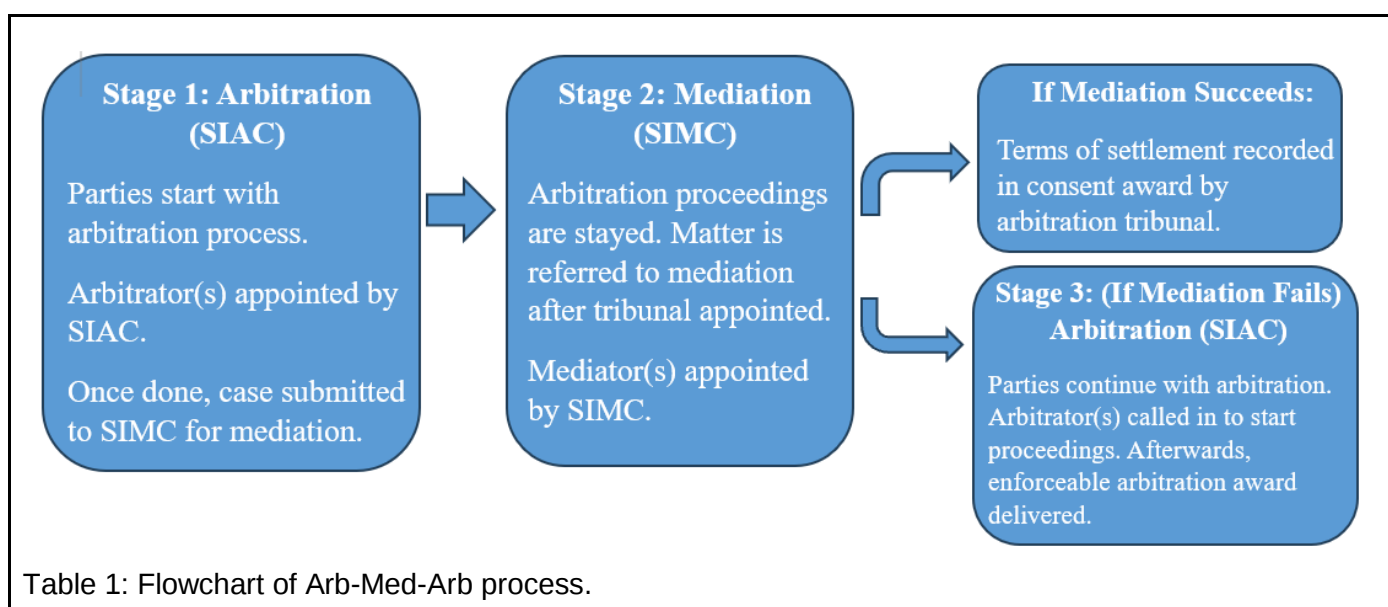
- 1.4.1 One novel practice in Singapore’s ADR scene is the “arb-med-arb” protocol offered by SIMC in conjunction with the SIAC.

Confidentiality & Impartiality

- 1.4.2 Under the protocol, there is a strict separation between the roles of an arbitrator and mediator.⁶ This contrasts the traditional arb-med process, where the same person is appointed as both the arbitrator and mediator, ensuring impartiality.⁷ The arb-med-arb protocol prevents conflation of roles, while upholding impartiality and confidentiality.⁸

Consistency

- 1.4.3 Parties that incorporate this arb-med-arb clause in their contracts benefit from both processes of mediation and arbitration.⁹ This decreases the time and cost spent on arbitration, before a settlement is achieved via mediation.¹⁰ Further, the protocol binds arbitration and mediation closer, ensuring alignment between both processes.¹¹



Enforceability

- 1.4.4 A settlement agreement from the Arb-Med-Arb process can be made a consent award, which is an arbitral award enforceable in 160 countries under the New York Convention.¹² This protocol hence allows parties to achieve finality, whether via arbitration or mediation.¹³

⁶ Haesler, Janine & Dos Santos, Caroline, “Revisiting the Arb-Med-Arb Proceedings: Lessons from Swiss Court Rooms”. July 21 2025. <https://legalblogs.wolterskluwer.com/mediation-blog/revisiting-the-arb-med-arb-proceedings-lessons-from-swiss-court-rooms/>.

⁷ Singapore International Mediation Centre, “Ard-Med-Arb”. <https://simc.com.sg/arb-med-arb>

⁸ Haesler, Janine & Dos Santos, Caroline, “Revisiting the Arb-Med-Arb Proceedings: Lessons from Swiss Court Rooms”. July 21 2025. <https://legalblogs.wolterskluwer.com/mediation-blog/revisiting-the-arb-med-arb-proceedings-lessons-from-swiss-court-rooms/>.

⁹ “SIAC – SIMC Arb-Med-Arb Model Clause”. Retrieved from Singapore International Mediation Centre website. <https://simc.com.sg/sites/default/files/content-files/SIAC-SIMC%20arb-med-arb%20Clause.pdf>

¹⁰ Singapore International Mediation Centre, “Ard-Med-Arb”. <https://simc.com.sg/arb-med-arb>

¹¹ Ibid.

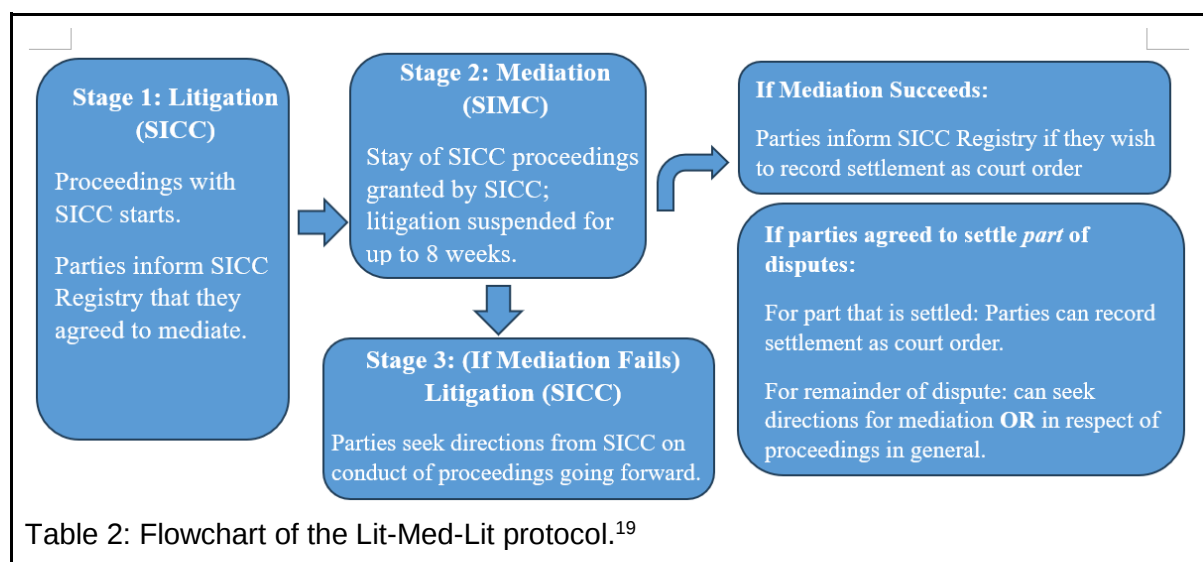
¹² Ibid.

¹³ Ibid.

1.5 SICC-SIMC LIT-MED-LIT FRAMEWORK (2023)

OVERVIEW

- 1.5.1 The SICC and SIMC jointly established the litigation-mediation-litigation (LML) framework to promote amicable resolution of international commercial disputes.¹⁴ Parties may incorporate the model LML clause¹⁵ during contract-negotiations stage or adopt the protocol via a separate agreement once a dispute arises.¹⁶ In addition, parties who have commenced proceedings under SICC but did not incorporate the LML clause in their contract may mediate under the LML framework either voluntarily or by court directions.¹⁷
- 1.5.2 The LML framework postulated by Singapore has been adopted by the People's Republic of China, via a bilateral Belt and Road Initiative ("BRI") that allows parties to BRI disputes to adopt either Singapore or China's LML Model Clauses.¹⁸



Caveat: there is a Singapore Mediation Centre (SMC), Singapore International Mediation Institute (SIMI) which are both different from SIMC. The differences are outlined below.

¹⁴ Singapore International Mediation Centre, "Lit-Med-Lit". <https://simc.com.sg/lit-med-lit>

¹⁵ Singapore International Mediation Centre, "Media Release - Singapore International Commercial Court Launches Mediation-Friendly Protocol with Singapore International Mediation Centre to Advance Singapore as Asian Hub for Dispute Resolution", 12 January 2025, Annex B, p 5. [https://simc.com.sg/sites/default/files/content-files/sicc-simc-media-release_launch-of-the-lml-protocol-\(final\).pdf#page=4](https://simc.com.sg/sites/default/files/content-files/sicc-simc-media-release_launch-of-the-lml-protocol-(final).pdf#page=4)

¹⁶ Singapore International Mediation Centre, "Lit-Med-Lit". <https://simc.com.sg/lit-med-lit>

¹⁷ Ibid.

¹⁸ Ibid. Full "Memorandum of Understanding (Supreme Court of the Republic of Singapore and the Supreme People's Court of the People's Republic of China)" can be found here: <https://www.judiciary.gov.sg/docs/default-source/sicc-docs/lml-mou.pdf>

¹⁹ Singapore International Mediation Centre, Diagram adapted from "Media Release - Singapore International Commercial Court Launches Mediation-Friendly Protocol with Singapore International Mediation Centre to Advance Singapore as Asian Hub for Dispute Resolution". Annex A, p 4. [https://simc.com.sg/sites/default/files/content-files/sicc-simc-media-release_launch-of-the-lml-protocol-\(final\).pdf#page=4](https://simc.com.sg/sites/default/files/content-files/sicc-simc-media-release_launch-of-the-lml-protocol-(final).pdf#page=4)

Name	Singapore International Mediation Centre (2014)	Singapore Mediation Centre (1997)	Singapore International Mediation Institute (2014)
Focus	Mediation Service Provider: Mediates international commercial disputes	Mediation Service Provider: Mediates domestic disputes, community conflicts	Accreditation Body: Accredits mediators and mediation service providers, including SIMC and SMC.
Users	MNCs operating in Singapore	Local SMEs, families, individuals, community sectors	Accredited Mediators/ Individuals seeking accreditation
Mediators	Over 70 international independent mediators, and technical experts from multiple countries	Singapore-based mediators	–

Table 3: Comparisons between SIMI, SIMC and SMC.

1.6 COLLABORATION WITH JAPAN: JIMC-SIMC PROTOCOL (2020)²⁰

1.6.1 SIMC and the Japan International Mediation Centre (“JIMC”) share a joint mediation protocol, allowing businesses operating across Japan, Singapore and the region to reach settlements while overcoming physical, cultural and jurisdictional barriers.²¹ A key feature of this protocol is the appointment of co-mediators – one from Japan and one from Singapore – to ensure apt understanding of each party’s jurisdiction and culture.²²

1.6.2 Under the protocol, parties file for mediation at either JIMC or SIMC, and mediations will be jointly managed by them.²³ Mediations are conducted in-person, online or hybrid.²⁴ The protocol encourages synergies in case management between SIMC and JIMC, while giving parties bilingual language support particularly in cross-border disputes.

1.7 COLLABORATION WITH CHINA: MED-ARB PROTOCOL (2022)

1.7.1 SIMC and Shenzhen Court of International Arbitration (“SCIA”) have jointly established the SIMC-SCIA Med-Arb Protocol to allow settlement agreements resulting from mediation as an arbitral award of the SCIA.²⁵ This primarily targets parties with commercial disputes located in China.²⁶ Parties benefit from flexible

²⁰ “JIMC-SIMC Joint Protocol”. Retrieved from SIMC Website. <https://simc.com.sg/sites/default/files/content-files/Protocols/JIMC-SIMC%20Joint%20Protocol%20Final2025.pdf>

²¹ Singapore International Mediation Centre, “JIMC-SIMC Protocol”, <https://simc.com.sg/jimc-simc-protocol>

²² Ibid.

²³ Ibid.

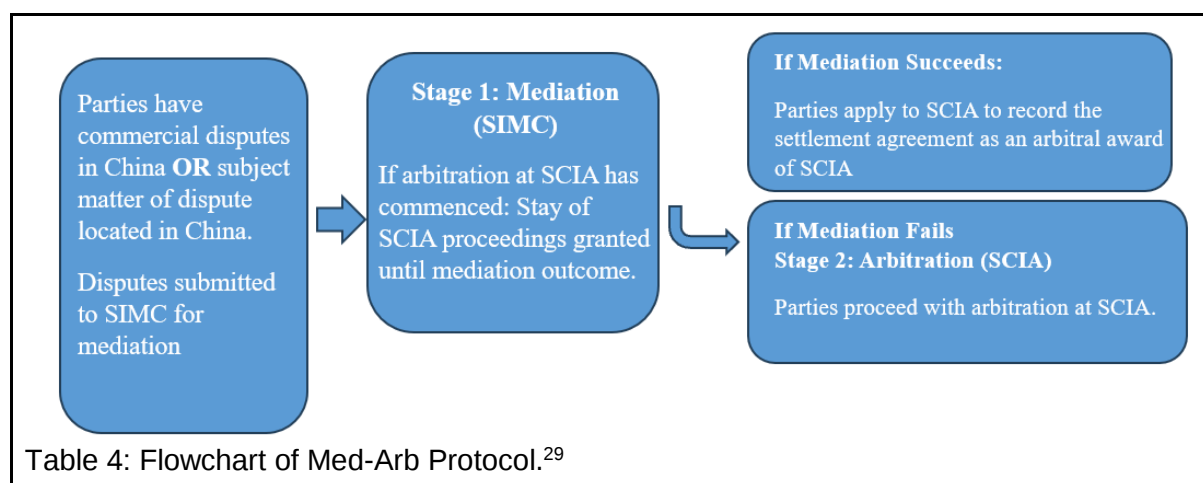
²⁴ Ibid.

²⁵ Singapore International Mediation Centre, “Med-Arb”. <https://simc.com.sg/med-arb>

²⁶ Ibid.

procedures, time and cost-effectiveness, and enforceability of settlement agreements.²⁷

- 1.7.2 **Note:** This Protocol was a result of an existing Memorandum of Understanding between SIMC and SCIA two years prior to its forming, which focused on bilateral collaboration. This looks like joint conferences, seminars and work training sessions to cater to the needs of projects under the Singapore-China (Shenzhen) Smart City Initiative.²⁸ More is discussed under [6.7].



2. Intellectual Property Office of Singapore (“IPOS”)

- 2.1 IPOS offers a voluntary mediation option to parties to resolve these disputes in accordance with WIPO Mediation Rules.
- 2.2 Parties can receive funding of up to \$8,000-12,000 to defray mediation-related costs via the Enhanced Mediation Promotion Scheme by IPOS.³⁰
- 2.3 IPOS offers a voluntary WIPO expert determination option for parties to resolve their disputes, in accordance with the WIPO Expert Determination Rules, and is available through the entire dispute resolution process before IPOS.³¹ This is useful for international parties seeking to resolve disputes in multiple jurisdictions.³²

²⁷ Singapore International Mediation Centre, “Novel Singapore-Shenzhen hybrid dispute resolution mechanism combines the significant advantages of mediation with the ease of enforceability of arbitral awards”, November 28 2022. <https://simc.com.sg/news/novel-singapore-shenzhen-hybrid-dispute-resolution-mechanism-combines-significant-advantages>

²⁸ Singapore International Mediation Centre, “Novel Singapore-Shenzhen hybrid dispute resolution mechanism combines the significant advantages of mediation with the ease of enforceability of arbitral awards”, November 28 2022. <https://simc.com.sg/news/novel-singapore-shenzhen-hybrid-dispute-resolution-mechanism-combines-significant-advantages>

²⁹ Singapore International Mediation Centre, “Med-Arb”. <https://simc.com.sg/med-arb>

³⁰ Intellectual Property of Singapore, “Mediation”. <https://www.ipos.gov.sg/manage-ip/resolve-ip-disputes-overview/mediation/>

³¹ World Intellectual Property Organisation, “WIPO Expert Determination for Proceedings Instituted in the Intellectual Property Office of Singapore (IPOS)”. <https://www.wipo.int/amc/en/center/specific-sectors/ipos/expert-determination/>

³² Ibid.

- 2.4 These expert determinations include: application to revoke a patent, disputes of patent's entitlement or proprietorship, disputes of patent inventorship and opposition to an amendment to a specification.³³

3. WIPO Mediation Practice (WIPO AMC)

- 3.1 Other than the WIPO AMC office at the WIPO Headquarters in Geneva, Singapore's WIPO AMC office remains its only overseas branch in the world. It was established in May 2010 and solves disputes from Singapore and the region (i.e. ASEAN and East Asia).

- 3.2 Further, the WIPO AMC Singapore branch has fostered strong cooperation with different private and public institutions in Singapore across different industries dealing with intellectual property. This helps to encourage the use of ADR to settle IP-related disputes. Such industries include: film and media, franchising and licensing, FinTech, information communication technology and fashion.³⁴

3.3 WIPO-ASEAN MEDIATION PROGRAMME ("AMP+")

- 3.3.1 Rather than solely focus on disputes in Singapore, the Centre also holds mediation services for parties based in Association of Southeast Asian Nations (ASEAN) nation states: Singapore, Brunei Darussalam, Cambodia, Indonesia, Lao PDR, Malaysia, Myanmar, Philippines, Thailand, Timor-Leste and Vietnam.

- 3.3.2 AMP+ is a partnership between WIPO and the Intellectual Property Office of Singapore (IPOS) and offers cost-effective mediation solutions for commercial, IP and technology-related disputes in the larger ASEAN IP ecosystem.

3.4 Strengths of AMP+

Strong funding structure

- 3.4.1 AMP+ also benefits from strong funding from WIPO and IPOS, where in 2026, funding of up to SGD 5,000 (or SGD 7,000 where a Singapore-based mediator is appointed) is provided for cases (to be equally split between parties in the same case, unless otherwise agreed)³⁵ where parties are involved in an IP or technology dispute.³⁶ In an event of an impasse where parties are unable to agree on contractual terms, funding is available to facilitate contractual negotiations.³⁷ Regardless of the outcome of the mediation, all parties are eligible to apply for funding.³⁸ Under the AMP+ funding structure, mediator fees are first covered, and remaining balances may be applied to parties' legal fees. In some cases, mediation-related expenses may be applied for unrepresented parties.

³³ Ibid.

³⁴ World Intellectual Property Organisation, "The WIPO Arbitration and Mediation Center Singapore Office". <https://www.wipo.int/amc/en/center/singapore/>

³⁵ World Intellectual Property Organisation, "WIPO-ASEAN Mediation Programme (AMP+)", p 3. https://www.wipo.int/export/sites/www/amc/en/docs/amp_flyer_2026.pdf

³⁶ Ibid, p 1.

³⁷ Ibid.

³⁸ Ibid, p 3.

Other practical benefits

3.4.2 AMP+ operates flexibly, allowing parties to opt for online or in-person mediation as long as an ASEAN-based mediator is appointed.³⁹ According to users, the strengths in AMP+ lie in the cost advantages, accommodative language support, strong neutrality, efficiency in mediation processes and quality and expertise of the WIPO-accredited mediators.⁴⁰

3.5 COLLABORATION WITH INTELLECTUAL PROPERTY OFFICE OF SINGAPORE (IPOS)

3.5.1 WIPO and IPOS first signed an MOU in 2011, establishing a joint dispute resolution procedure to facilitate the mediation of IP disputes pending before IPOS in accordance to WIPO Mediation Rules, via expert determination.⁴¹ Areas covered under mediation include: trademark, patent, industrial design and geographical indications.⁴²

B. Singapore International Commercial Court

4.1 The SICC was created in 2013 to complement the functions of the SIAC, and boost Singapore's value as a leading forum for legal services and international commercial dispute resolution.⁴³ Here, parties can have their disputes adjudicated by a panel of experienced judges comprising specialist commercial judges from Singapore and international judges from both civil and common law traditions.⁴⁴

4.2 Parties may choose to take their disputes to SICC instead of the SIAC, to avoid problems associated with international arbitration, such as: the rising costs of arbitration, concerns about legitimacy of and ethical issues in arbitration, lack of developed precedent, absence of appeals and inability to join third-parties to arbitration.⁴⁵

4.3 The SICC is a division under the Singapore High Court, which acts at first instance. Any appeals to the judgment or order of the SICC shall be filed in Singapore's apex court, the Court of Appeal.⁴⁶

³⁹ Ibid.

⁴⁰ World Intellectual Property Organisation, "WIPO and IPOS Renew Joint Funding for the WIPO-ASEAN Mediation Programme (AMP+) as International Demand Increases". https://www.wipo.int/amc/en/center/specific-sectors/ipos/mediation/wipo-asean_mediation_program-renew.html

⁴¹ World Intellectual Property Organisation, "WIPO Mediation for Proceedings Instituted in the Intellectual Property Office of Singapore (IPOS)". <https://www.wipo.int/amc/en/center/specific-sectors/ipos/mediation/>

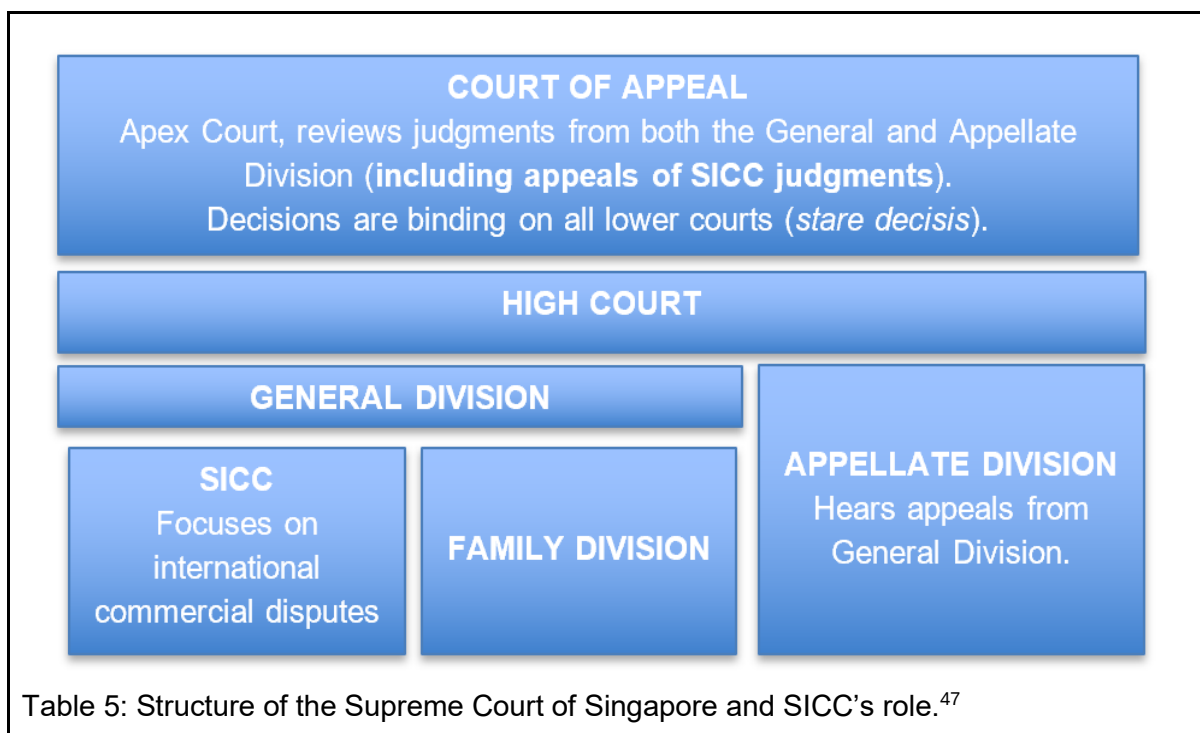
⁴² Ibid.

⁴³ SG Courts, "Establishment of the SICC". <https://www.judiciary.gov.sg/singapore-international-commercial-court/about-the-sicc/establishment-of-the-sicc>

⁴⁴ Ibid.

⁴⁵ Ibid.

⁴⁶ SG Courts, "Overview of the SICC". <https://www.judiciary.gov.sg/singapore-international-commercial-court/about-the-sicc/overview-of-the-sicc>



- 4.4 The key benefit of SICC judgments is enforceability. SICC judgements can be enforced in major commercial jurisdictions, including Australia, US, India, China, Japan and EU, as Singapore enjoys bilateral treaties with 9 countries and is a Contracting State to the 2005 Hague Convention on Choice of Court Agreements.⁴⁸ In addition, for certain cases, parties may choose to select foreign lawyers to make submissions on foreign law issues, in accordance to the Legal Profession Act 1966 and the Legal Profession (Representation in Singapore International Commercial Court) Rules.⁴⁹
- 4.5 As set out in [1.5], the litigation-mediation-litigation protocol between SIMC and SICC allows the SICC to refer cases to the SIMC for mediation before a SICC proceeding commences.⁵⁰

C. Proposed Directions for IP Mediation Practice in Korea

5.1 DOMESTIC ENFORCEABILITY

- 5.1.1 According to a 2019 study by Ipsos and Singapore Academy of Law, enforceability is the biggest factor for legal professionals in their choice of dispute resolution options.⁵¹

⁴⁷ Ibid.

⁴⁸ SG Courts, "Enforcement of SICC Judgments". <https://www.judiciary.gov.sg/singapore-international-commercial-court/enforcement-of-sicc-judgments>

⁴⁹ SG Courts, "Representation by Foreign Lawyers". <https://www.judiciary.gov.sg/singapore-international-commercial-court/representation-by-foreign-lawyers>

⁵⁰ SG Courts, "SINGAPORE INTERNATIONAL COMMERCIAL COURT USER GUIDES", pp 33-36. [https://www.judiciary.gov.sg/docs/default-source/sicc-docs/2024-12-31-sicc-user-guides-\(sicc-rules-2021\)\(arb-guide\).pdf?sfvrsn=c49e94d5_1](https://www.judiciary.gov.sg/docs/default-source/sicc-docs/2024-12-31-sicc-user-guides-(sicc-rules-2021)(arb-guide).pdf?sfvrsn=c49e94d5_1)

⁵¹ Withers Worldwide, "A boost to mediation, and Singapore as a premier dispute resolution destination", 5 September 2019. <https://www.withersworldwide.com/en-gb/insight/read/a-boost-to-mediation-and-singapore-as-a-premier-dispute-resolution-destination>

- 5.1.2 According to Singapore's Mediation Act, parties can apply to have a qualifying mediated settlement recorded as a court order once mediation has concluded.⁵² If a party later defaults, the innocent party can proceed with enforcement mechanisms by the court. Having such a mechanism increases confidence and legitimacy of mediation given its legally binding effect, lowering the risks of default.

Private Settlement Mechanism

ROK, via KIMC (ex post)	Private Mediation → Settlement agreement (Contractual) → Breach by party → Innocent Party has to apply for court proceedings to obtain enforceable judgment
Singapore, via SIMC (ex ante)	Private Mediation → Apply to court → Settlement recorded as Court Order → Direct enforcement

Table 6: Comparing ROK and Singapore's enforceability mechanism.

- 5.1.3 In ROK, court-annexed mediation allows parties to directly enforce the settlement agreement with ease. However, private mediation settlement agreements (e.g. mediated under the Korea International Mediation Centre) ("**KIMC**") often remain as a contractual settlement, not having the status of an arbitral award or court judgment. This gives it little enforceability, and a party may still have to incur the cost and delay of litigation once the settlement is breached.

- 5.1.4 Hence, to enhance the status of KIMC-administered mediation, the ROK could introduce a statutory mechanism allowing parties to register settlement agreements reached through KIMC with the courts and have them recognised as enforceable judgments. This would place KIMC-mediated settlements on a similar footing to court-annexed mediation in terms of enforceability, while preserving the flexibility and confidentiality of private mediation.

5.2 INTERNATIONAL ENFORCEABILITY

- 5.2.1 The Singapore Convention on Mediation ("**Singapore Convention**") is a notable multilateral treaty that offers a uniform and efficient framework for the enforcement and invocation of international settlement agreements resulting from mediation.⁵³ It allows disputing parties to enforce and invoke cross-border mediated settlement agreements, i.e a settlement is enforced in another country, without having to relitigate the dispute.⁵⁴

⁵² SG Courts, "SINGAPORE INTERNATIONAL COMMERCIAL COURT USER GUIDES", pp 35..
[https://www.judiciary.gov.sg/docs/default-source/sicc-docs/2024-12-31-sicc-user-guides-\(sicc-rules-2021\)\(arb-guide\).pdf?sfvrsn=c49e94d5_1](https://www.judiciary.gov.sg/docs/default-source/sicc-docs/2024-12-31-sicc-user-guides-(sicc-rules-2021)(arb-guide).pdf?sfvrsn=c49e94d5_1)

⁵³ Singapore Convention on Mediation. "Background to the Convention".
<https://www.singaporeconvention.org/convention/about>

⁵⁴ Ibid.

- 5.2.2 Businesses looking to explore investment opportunities internationally would hence be advised to place it in one of the 22 Contracting Parties of the Singapore Convention, as it signals greater commitment to international trade.⁵⁵
- 5.2.3 It is notable that ROK has signed the Singapore Convention in 2019 indicating support for its global objectives, with KIMC echoing the international enforceability of the settlement agreements.⁵⁶
- 5.2.4 ROK should hence work towards ratifying the Singapore Convention to encourage cross-border enforcement of international mediated settlements, in order to enhance its attractiveness as a dispute resolution hub in Asia. This would increase confidence among foreign companies operating in ROK with mediation as a viable alternative to litigation.
- 5.2.5 Such reform is particularly relevant, given ROK's position as one of the world's largest economies and major hub for foreign investment. Therefore, ratifying the agreement would provide greater certainty in the enforcement of international mediated settlements and strengthen Korea's competitiveness for international ADR.
- 5.3 **FINANCIAL SUPPORT**
- 5.3.1 In Singapore, for intellectual property-related disputes, mediation with WIPO AMC under AMP+ offers S\$5,000-7,000 in subsidies for each case (available for both Singapore and foreign parties), to alleviate costs. IPOS also offers the Revised Enhanced Mediation Promotion Scheme (REMPS), giving parties dealing with Singapore IP rights up to \$8,000 of subsidies.⁵⁷ The subsidy cap rises to \$12,000 for parties dealing with both Singapore and foreign IP rights.⁵⁸
- 5.3.2 In ROK, the 민사조정법 Article 37(1) states that the "the costs of mediation procedure shall, in the absence of a special agreement, be borne by each party where mediation is reached, and by the claimant where mediation is not reached."⁵⁹ While government subsidies are available for certain areas of dispute such as debt payment disputes, they are only offered to ROK citizens on a needs-based scheme.
- 5.3.3 In addition, at the KIMC, parties are required to bear the expenses for the mediator, expert advice obtained, translation/interpretation services and administrative costs.⁶⁰
- 5.3.4 Having adequate funding structures for parties can remove cost barriers, making mediation more accessible for individuals and SMEs (which are the larger bulk of

⁵⁵ Withers Worldwide, "A boost to mediation, and Singapore as a premier dispute resolution destination", 5 September 2019. <https://www.withersworldwide.com/en-gb/insight/read/a-boost-to-mediation-and-singapore-as-a-premier-dispute-resolution-destination>

⁵⁶ Korea International Mediation Centre, "About Mediation". <https://kimc.seoul.kr/About-Mediation>

⁵⁷ Intellectual Property Office of Singapore, "For Enterprises". <https://www.ipos.gov.sg/manage-ip/resources/for-enterprises/>

⁵⁸ Ibid.

⁵⁹ 민사조정법, Article 37(1).

⁶⁰ Korea International Mediation Centre, "Mediation Rules", Rules 6.4, 7.7, 12.1 and 12.1. <https://kimc.seoul.kr/KIMC-Mediation-Rules>

parties). This encourages higher participation rates and instills public confidence in a country's mediation process.

- 5.3.5 If the focus is on IP-related disputes, KIMC should foster collaboration with specialised IP institutes (most notably, Ministry of IP) to establish jointly administered mediation funds. The fund should subsidise part of the mediation fees. To ensure increased transparency, access to the fund can be subject to general conditions precedent. For example, parties may be required to: complete post-mediation reflection (to be published on the KIMC website), consent to the publication of case summaries on the KIMC website, etc.

5.4 **LANGUAGE SUPPORT**

- 5.4.1 Coupled with efficiency and enforceability, making mediation and arbitration services more accessible via language accessibility can encourage foreign businesses to conduct these mediation processes in Korea.

- 5.4.2 For instance, SIMC appoints international mediators who are fluent in many languages. Where there are foreign parties, Korean mediation practice can offer proceedings in both Korean and English (or other preferred language) for cross-border disputes and allow parties to choose their preferred language at the start of the mediation. Further, the settlement agreements can be issued in both Korean and the parties' chosen language.

- 5.4.3 Korean mediation practice should establish a roster of bilingual legal professionals who can serve as mediation interpreters on an ad-hoc/ pro bono basis. This is the current model that Singapore adopts. Rather than relying on the judiciary and interpreters, the roster could include qualified lawyers with strong Korean-English proficiency and experience in dispute resolution, enabling them to provide linguistically accurate and legally informed interpretation when needed.

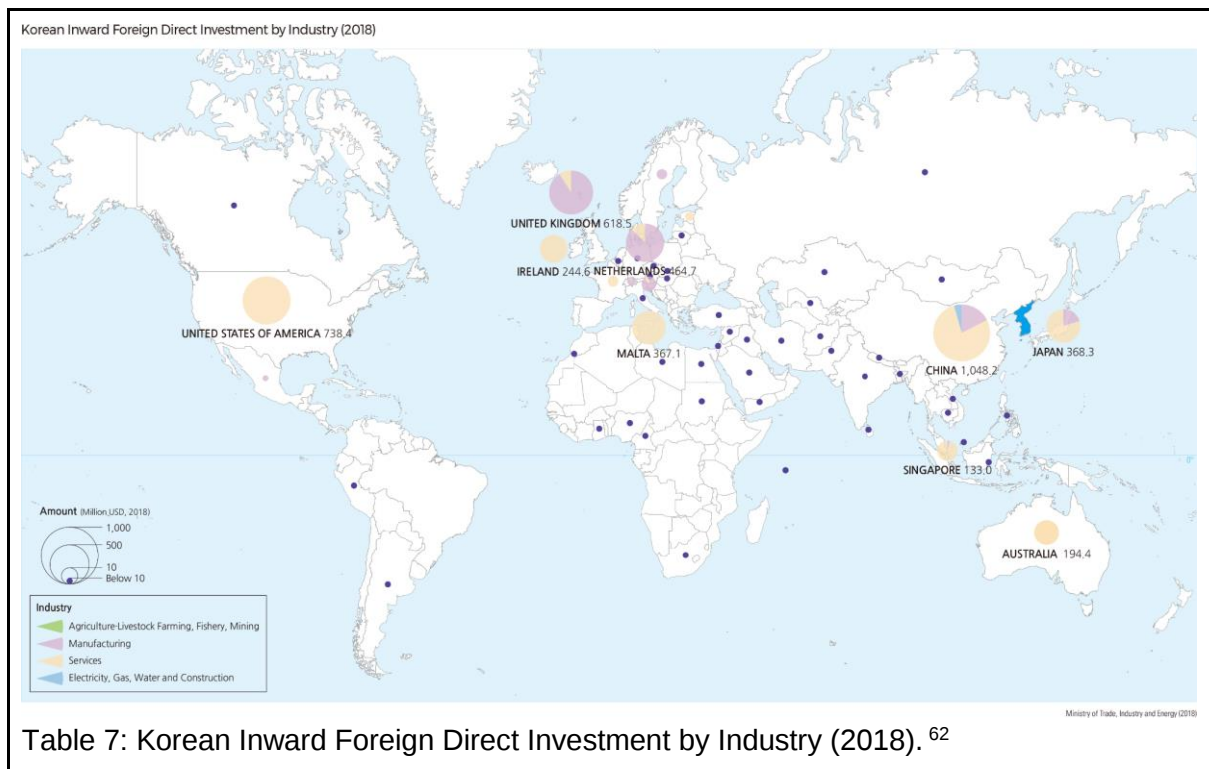
5.5 **STRENGTHENING POOL OF INTERNATIONAL MEDIATORS**

- 5.5.1 ROK can expand the role of independent mediation institutions and develop a nationally recognised accreditation framework for professional mediators. This would diversify the pool of mediators available to parties and reduce reliance on the judiciary, upholding impartiality and confidence among parties seeking specialised commercial mediators.

- 5.5.2 Currently, while the KIMC has a list of international mediators, the selection is relatively limited, comprising only one mediator each from China, Hong Kong, India, Italy, Malaysia, the United States, and the United Kingdom, and three from Russia.⁶¹ ROK should focus on recruiting mediators from key jurisdictions with which it has significant trade and investment relationships, as these are more likely to be the source of cross-border commercial disputes involving Korean companies. Priority jurisdictions could include Japan, Singapore, Germany, and the UAE, given their economic ties and growing commercial interactions with ROK.

⁶¹ Korea International Mediation Centre, "Panel of International Mediators". <https://kimc.seoul.kr/Panel-of-International-Mediators>

5.5.3 Furthermore, the current panel appears to be predominantly composed of academics. While academic expertise contributes to the intellectual rigour and credibility of mediation, a broader representation of practitioners would strengthen the panel's practical expertise. KIMC should seek to appoint experienced commercial mediators, arbitration practitioners, former judges, in-house counsel, and senior lawyers with established track records in resolving complex cross-border disputes. A more diverse and practitioner-oriented panel would enhance KIMC's credibility among businesses and increase its attractiveness as a venue for international commercial mediation.



5.5.4 From this 2018 chart, China has the largest Outbound Foreign Direct Investments (“OFDI”) in ROK, with the US and UK following behind. Surprisingly, the Netherlands has a substantial amount of investment, overtaking Japan. Conversely, in 2024, ROK had the highest OFDIs in U.S, Cayman Islands, Luxembourg, Canada and Singapore.

5.5.5 Given this, the KIMC should target attracting more mediators from US, UK and China, as well as start recruitment in Singapore, Canada, Luxembourg (French-proficient), Australia, Japan (Japanese-proficient), Ireland (Irish-proficient) and Netherlands (Dutch-proficient).

5.5.6 While there are already 11 WIPO Mediators who serve on the KIMC Panel of Mediators, a vast majority of the 11 mediators are Koreans. As there is already a Memorandum of Understanding (MOU) between the Intellectual Property High Court

⁶² The National Atlas of Korea, “Inward Foreign Direct Investment in Korea (2018)”.
http://nationalatlas.ngii.go.kr/pages/page_2031.php#prettyPhoto

of Korea and the WIPO AMC that facilitates the exchange of mediators, the Intellectual Property High Court of Korea could further leverage this partnership by inviting more WIPO AMC mediators from foreign jurisdictions to join KIMC's panel of international mediators for intellectual property-related disputes. Given WIPO AMC's global reputation and extensive network of specialist mediators with expertise in patents, trademarks, copyrights, technology transfer, and other IP matters, their inclusion would strengthen KIMC's capabilities in handling complex cross-border IP disputes. This would also enhance KIMC's international credibility, provide parties with access to highly qualified specialists, and position ROK as a more attractive venue for resolving international intellectual property disputes through mediation.

- 5.5.7 Further, ROK can promote a national pro bono mediation framework by encouraging experienced mediators and legal professionals to volunteer a portion of their time to assist low-income, vulnerable, or underserved parties.

5.6 FOSTERING INTERNATIONAL COLLABORATION WITH OVERSEAS COUNTERPARTS

- 5.6.1 Before any joint mediation protocols can be established, as aforementioned in [5.2], it is highly recommended that the ROK ratifies the Singapore Convention on Mediation to ensure alignment with internationally recognised mediation standards and enforcement mechanisms. Accordingly, ROK has been preparing for ratification through the review of domestic legislation and implementation measures.⁶³ Consequently, KIMC's efforts to deepen cooperation with foreign mediation institutions and expand its international mediator panel should be complemented by progress towards ratification. This, in turn, would provide a stronger legal and institutional foundation for joint mediation protocols, mediator exchange programmes, and partnerships with organisations such as the WIPO AMC, SIMC, and other leading dispute-resolution institutions.

- 5.6.2 Fee structures should also be discussed. Further, the institutes should prioritise signing Memorandums of Understanding dealing with bilateral cooperation, before protocols can be put in place. This serves as a feasibility test.

1. Bilateral Mediation - Arbitration Mixed Model

- 5.6.3 Similar to the SIMC-Shenzhen Court of International Arbitration's Med-Arb protocol at [1.4], ROK's international arbitration sector can establish a similar protocol with its country of interest. However, a Memorandum of Understanding should be first put in place, to recognise each other's institutions and foster joint conferences, workshops, training sessions before moving on to joint protocols.
- 5.6.4 For Example, with Singapore: the SIMC and Korean Commercial Arbitration Board are established institutional partners, so the starting point should be to look at their existing collaboration agreements and revitalise it by introducing more joint conferences, workshops etc.

⁶³ Oh, Hyun-suk 2026, "A Study on the Singapore Convention and the Proposed Domestic Implementing Act", 법학논총, 43(2), pp 221–258. Retrieved from Korean Studies Information Service System. <https://kiss.kstudy.com/Detail/Ar?key=4259868>

2. Bilateral Mediation Model e.g. SIMC-KIMC

- 5.6.5 Suggestion: Similar to the JIMC-SIMC protocol set out at [1.6], ROK's flagship mediation institute KIMC can establish a similar cooperation framework with the SIMC. Under such protocol, parties can elect to commence mediation through either KIMC or SIMC, with both institutes jointly administering cross-border disputes. Two co-mediators from KIMC and SIMC respectively can handle the case, having more knowledge in their respective jurisdiction, language and culture. Furthermore, according to SIMC's mediator directory, there are approximately 30 SIMC-accredited mediators who possess Korean-language capabilities,⁶⁴ many of whom are Korean legal practitioners with substantial experience in cross-border dispute resolution. This figure is broadly comparable to the number of SIMC-accredited mediators fluent in Japanese, suggesting that there is already a sufficient pool of Korean-speaking mediators to support a KIMC-SIMC co-mediation framework. The feasibility of such cooperation is further reinforced by SIMC's existing partnerships with Japanese mediation institutions, demonstrating that cross-institutional mediation protocols can be successfully implemented where there is adequate mediator expertise and demand.
- 5.6.6 Additionally, inviting these 30 Korean SIMC-accredited mediators to dialogue sessions (particularly those involved with the IP sector if necessary) would be an ideal way to learn from their insights mediating internationally.

3. Supporting Existing Multilateral Treaties

- 5.6.7 Rather than building new collaborations from the ground up, a more efficient strategy for fostering mediation cooperation between ROK and other jurisdictions with well-developed ADR ecosystems would be to leverage existing bilateral legal partnerships and incorporate mediation as an additional component of those frameworks. This is modelled after Singapore and China's bilateral agreements, which was later extended to include a new joint mediation-arbitration protocol.⁶⁵ Rather than negotiating standalone mediation arrangements, the parties could incorporate mediation clauses and/or protocols, mediator exchange programmes, or commitments to promote mediation as part of the renewed treaty. Embedding mediation within existing cooperation frameworks would likely be more politically feasible and administratively efficient.
- 5.6.8 Where IP mediation is of particular importance, a practical starting point would be to look at existing technology and innovation partnerships. Given the prominence of Korean and Singaporean firms in sectors such as semiconductors, digital technologies, biotechnology, and advanced manufacturing, existing cooperation frameworks in research, development, and technology commercialisation could be expanded to include specialised IP mediation services. This would provide businesses with a dedicated mechanism for resolving disputes relating to patents,

⁶⁴ Singapore International Mediation Centre, "Membership Directory". <https://simc.com.sg/mediators-directory/all>

⁶⁵ Singapore International Mediation Centre, "Novel Singapore-Shenzhen hybrid dispute resolution mechanism combines the significant advantages of mediation with the ease of enforceability of arbitral awards", November 28 2022. <https://simc.com.sg/news/novel-singapore-shenzhen-hybrid-dispute-resolution-mechanism-combines-significant-advantages>

trademarks, licensing agreements, technology transfers, and research collaborations without resorting to costly litigation.

- 5.6.9 For instance, looking at the recently announced AI partnership between ROK and AI Singapore (2026),⁶⁶ the ROK (under KIMC) could incorporate specialised mediation mechanisms into the existing cooperation arrangements. This would also position KIMC as a preferred forum for resolving disputes arising from emerging technologies, particularly in areas such as artificial intelligence and software development.

⁶⁶ <https://www.mss.go.kr/site/eng/ex/bbs/View.do?cbIdx=244&bcIdx=1066008>

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