# MEMORANDUM OF UNDERSTANDING

#### Between

The Singapore International Mediation Centre

and

The Philippine Dispute Resolution Center, Inc.

## Recognizing

- 1. a growing demand in the international business community for mediation as an efficient, effective, and confidential means of amicable dispute resolution;
- 2. the importance of actively promoting the use of international commercial mediation in order to foster better understanding of the advantages of mediation amongst international business users.

The Singapore International Mediation Centre (SIMC) and the Philippine Dispute Resolution Center, Inc. (PDRCI) (individually the "Party" and collectively the "Parties") find it desirable to enter into a Memorandum of Understanding ("MOU") for mutual co-operation on the terms set out below.

The Parties agree as follows:

# 1. Promotion of mediation

The Parties shall co-operate in the promotion of international commercial mediation and shall, whenever possible, facilitate, co-organize and co-host lectures, conferences and seminars on topics in the area of international commercial mediation in each other's jurisdictions.

## 2. Promotion of mediation services

Each Party shall, whenever possible and appropriate, and on a non-exclusive basis, provide recommendations of each other's mediation services to existing and potential users of mediation.

## 3. Mediators

The Parties may, upon request and subject to applicable internal policies and guidelines, provide recommendations of mediators to each other.

#### 4. Facilities

The Parties shall, upon request, recommend to international business users the use of facilities for conducting hearings and meetings in each other's jurisdictions, namely Maxwell Chambers in Singapore and the PDRCI mediation facilities in the Philippines.

### 5. Information

The Parties shall, where appropriate, exchange general information and publications on international commercial mediation and other forms of alternative dispute resolution.

#### 6. Costs

Each Party shall, unless expressly otherwise agreed by the Parties, assume the costs of carrying out its objectives under this MOU.

## 7. Scope of the MOU

Nothing in this MOU shall be deemed to constitute a partnership between the Parties nor constitute any Party as the agent of the other for any purpose or entitle any party to commit or bind the other in any manner.

## 8. Publicity

The Parties may publicise and promote the objectives of this MOU by reasonable and appropriate means, including by providing information on the entry into this MOU and a link to the other Party's website on each Party's respective website.

#### 9. Termination

Either Party may terminate this MOU at any time for any reason. The termination shall take effect on the expiry of thirty (30) days from receipt by a Party of a written notice of termination from the other Party.

#### 10. Miscellaneous

This MOU is executed in two (2) counterparts, both of which together constitute one and the same instrument.

#### 11. Date of effect

This MOU is effective on the 7th day of July 2015 and will be for an initial period of two (2) years.

Signed on this the day of July 2015.

Ms. Lift Seok Hui
Chief Executive Officer (CEO)
For and on behalf of the SIMC

Mr.\Gregorio S. Navarro

President, PDRCI