

SIDRA
International Dispute
Resolution Survey
2026 Final Report



Singapore International
Dispute Resolution Academy



Yong Pung How
School of
Law

International Dispute Resolution Survey: 2026 Final Report



Singapore International Dispute Resolution Academy

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- Dispute Resolution Empirical Research;
- International Mediation and the Singapore Convention on Mediation; and
- Next Generation Dispute Resolution.

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Table of Abbreviations

AAA-ICDR	American Arbitration Association – International Centre for Dispute Resolution
ADR	Appropriate Dispute Resolution
AI	Artificial Intelligence
AMP	ASEAN Mediation Programme
APEC	Asia-Pacific Economic Cooperation
BICC	Bahrain International Commercial Court
CCPIT	China Council for the Promotion of International Trade
CEDR	Centre for Effective Dispute Resolution
CIArb	Chartered Institute of Arbitrators
CICC	China International Commercial Court
DIFC	Dubai International Financial Centre
Generative AI	Generative Artificial Intelligence
HKIAC	Hong Kong International Arbitration Centre
IAC	International Arbitration Centre
ICC	International Court of Arbitration of the International Chamber of Commerce
ICCA	International Council for Commercial Arbitration
ICDR	International Centre for Dispute Resolution
ICSID	International Centre for Settlement of Investment Disputes
IDRC	International Dispute Resolution Centre
IIAM	Indian Institute of Arbitration and Mediation
iMSA	International Mediated Settlement Agreement
IPDRA	Intellectual Property (Dispute Resolution) Act
IPOS	Intellectual Property Office of Singapore
ISDS	Investor-State Dispute Settlement
JIPAC	Japan Intellectual Property Arbitration Centre
LCC	London Commercial Court
LCIA	London Court of International Arbitration
ODR	Online Dispute Resolution
PCA	Permanent Court of Arbitration
PCC	Paris Commercial Court
PRC	People’s Republic of China

Table of Abbreviations

SCC	Stockholm Chamber of Commerce
SCIA	Shenzhen Court of International Arbitration
SIAC	Singapore International Arbitration Centre
SICC	Singapore International Commercial Court
SIMC	Singapore International Mediation Centre
SIMI	Singapore International Mediation Institute
SMC	Singapore Mediation Centre
UNCITRAL	United Nations Commission on International Trade Law
UPC	Unified Patent Court
WIPO	World Intellectual Property Organization

Foreword

To sue or not to sue? This variation on Shakespeare’s famous question in *Hamlet* captures one of the defining dilemmas facing the contemporary world of cross-border commercial dispute resolution. Disputes are inevitable, but the way in which the commercial world chooses to resolve them may have a profound impact on their outcome. Disputes could end with a wedding or with a funeral: with relationships preserved and strengthened or irretrievably lost.

How, then, should disputants choose the appropriate process? Should they opt for a rights-based process, such as litigation or arbitration, an interests-based process, such as mediation, or a combination of the two through med-arb, arb-med, med-arb-med and other hybrids? Does litigation need other forms of appropriate dispute resolution (“**ADR**”) to decongest court systems, or does ADR need litigation to feed its hunger for business? Could an institutional “one-stop shop”, such as the Patent Mediation and Arbitration Centre of the Unified Patent Court, offering adjudicative, advisory, evaluative and facilitative processes, allow disputants to remain within the same forum even where the process initially selected fails? Does enhanced access to justice mean more access, but perhaps less justice? Should top-down policymakers and bottom-up users consider not only *whether*, but also *when*, to attempt ADR, including litigation? Should litigation be *ultima ratio*—the last resort—or should litigation and other forms of ADR stand on an equal footing?

These questions are not merely theoretical. They reflect choices that disputants and their counsel confront in individual cases, and that policymakers, courts and dispute resolution institutions confront when designing dispute resolution frameworks. The experience of users provides an important empirical perspective on these choices: it reveals what drives the selection of one process over another, where users’ expectations are met, and where gaps remain. For policymakers and dispute resolution providers, such evidence may inform the design and improvement of dispute resolution frameworks; for companies and their counsel, it provides a useful benchmark when considering which process may be appropriate for a particular dispute. It is precisely this perspective that the SIDRA International Dispute Resolution Survey: 2026 Final Report provides.

The 2026 Final Report also broadens the inquiry of previous iterations by bringing into focus emerging and increasingly important areas, including the role of Generative AI in dispute resolution, intellectual property disputes and technology disputes. Rather than attempting to predict where these developments will lead, the Report provides something perhaps more useful: evidence of how users are experiencing them today.

The future of dispute resolution remains unfinished business. Yet, by providing an empirical picture of the choices, experiences and expectations of its users, the SIDRA International Dispute Resolution Survey: 2026 Final Report helps us better understand the present state of the global dispute resolution landscape—and, in doing so, provides a firmer basis for considering its future.

At the rate of change of dispute resolution ecosystems, it will be fascinating to read the updates of the SIDRA reports in the coming years and beyond.

Aleš Zalar
Director of the Patent Mediation and Arbitration Centre of the Unified Patent Court

Executive Summary

The International Dispute Resolution Survey: 2026 Final Report sets out the findings of the fourth iteration of the SIDRA Survey, which was conducted over the course of 2025. The Survey was conducted to better understand user experience and satisfaction with international commercial arbitration, international commercial mediation, international commercial litigation, mixed mode (hybrid) dispute resolution, as well as investor-state dispute resolution mechanisms.

The data gathered from the Report are summarised below:

International Commercial Arbitration

- Direct enforceability and finality remain the most important factors influencing respondents’ decision to choose arbitration as a dispute resolution mechanism.
- In light of the increasingly complex and adversarial character of international commercial arbitration, respondents were less satisfied with the cost, speed, preservation of business relationships, and indirect costs to client business associated with arbitration.
- With the worst effects of the COVID-19 pandemic finally subsiding, travel restrictions were no longer the top-ranked driver for choosing wholly virtual proceedings. The majority of respondents would opt for a wholly online platform for arbitration in cases involving lower costs, lower dispute value and lower complexity of issues.
- Although respondents expressed concerns over data privacy and security and the lack of trust in the outputs produced by generative artificial intelligence (“**Generative AI**”), a significant number of respondents remain open to using Generative AI in their arbitration practices.
- The majority of respondents reported that settlement or withdrawal of cases before final award occurred only rarely or occasionally. The main factors that facilitated settlement or withdrawal included legal/ strategic advice, the costs of arbitration and the preservation of business relationships.

International Commercial Mediation

- Cost, speed and confidentiality were the top three factors identified as ‘important’ or ‘absolutely crucial’ by respondents when deciding whether to use international commercial mediation to resolve disputes. The highest percentages of respondents reported satisfaction with mediation’s confidentiality, clarity and transparency of rules and procedures, and transparency.
- Experience in conducting mediations and efficiency were the top two factors considered ‘important’ or ‘absolutely crucial’ by respondents when choosing a mediator.
- Lower costs, travel restrictions and low dispute value were the main factors influencing respondents’ choice to use a wholly online platform for mediation proceedings.
- A majority of respondents considered diversity as an important factor when selecting a mediator. Respondents also indicated they would like to see more diversity in the gender and age of mediators.

International Commercial Litigation

- Cost, impartiality, transparency and direct enforceability are the most important factors influencing the respondents’ decision to choose international commercial litigation as a dispute resolution mechanism. Other important factors include availability of specialist dispute resolution professionals/neutrals, and clarity and transparency in rules and procedures.
- The top factors influencing the choice of international commercial court were cost, efficiency, size and expertise of the bench, availability of information about judges, and cultural familiarity of the bench. Of the factors that influenced respondents’ choice of international commercial court, the factors most respondents were satisfied with were cost, efficiency and availability of information about judges.
- For the first time, respondents were asked about their use of Generative AI tools in litigation proceedings. An overwhelming majority used AI drafting and document generation tools (e.g. ChatGPT). For those who did not use Generative AI tools, they mainly expressed concerns about data privacy and security.
- The majority of respondents said that they understood the applications of third-party funding in international commercial litigation and how it works but have not used it.

Mixed Mode (Hybrid) Dispute Resolution

- The top factors that contributed to the respondents’ choice to use mixed mode (hybrid) dispute resolution were contractual obligation, client’s request and opponent’s request.
- Compared to mediation alone, mixed mode dispute resolution was chosen because of timely resolution of dispute, likelihood of success, impact of issue in dispute (e.g. market reputation), direct enforceability and bargaining power in settlement discussions.
- Compared to arbitration alone, mixed mode dispute resolution was chosen because of timely resolution of dispute, possible outcome (e.g. pecuniary and non-pecuniary), likelihood of success, comparison of costs and benefits and bargaining power in settlement discussions.
- With respect to choosing arbitrators or mediators in mixed mode (hybrid) dispute resolution procedures, respondents found the following factors to be ‘absolutely crucial’ or ‘important’: cost, efficiency, arbitrator or mediator from a third-party country, industry/issue-specific knowledge, experience in conducting arbitration or mediation, other dispute resolution experience, formal qualifications, language, good ethics and cultural familiarity.

Investor-State Dispute Settlement

- International arbitration continues to be the dispute settlement mechanism of choice of users in resolving investor-state disputes, with the majority of the respondents choosing institutional or *ad hoc* arbitration.
- Direct enforceability and political sensitivity were the top considerations in choosing a mechanism for investor-state dispute settlement.
- Dispute resolution experience, language, good ethics and cultural familiarity were the top factors considered by respondents when choosing dispute resolution professionals.
- The most respondents indicated that the ability to use mediation, an increased pool of experts in investor-state disputes, dispute resolution by a neutral body (e.g. multilateral investment court), increased transparency and a code of conduct would improve the dispute resolution procedure for investor-state disputes.

Intellectual Property Disputes

- The dispute resolution mechanism most preferred by respondents is international commercial litigation, while the mechanism most commonly used is international commercial arbitration. The type of dispute resolution mechanism used is largely influenced by client's request, followed by management's advice.
- Respondents considered factors such as cost, speed, direct enforceability, finality, likelihood of success and possible outcomes (e.g. pecuniary vs non-pecuniary) 'absolutely crucial' or 'important' when choosing a dispute resolution mechanism. They were also generally satisfied with these factors, except cost.
- With respect to choosing arbitrators, mediators or neutrals in IP disputes, respondents found the following factors to be 'absolutely crucial' or 'important': cost, efficiency, industry/IP-specific knowledge, dispute resolution experience, language and cultural familiarity. They were generally satisfied with these factors, except for cost, efficiency and language.
- Respondents who used generative artificial intelligence ("Generative AI") found tools for AI-drafting and document generation to be useful. Other tools such as those for AI contract drafting analysis tools and AI-powered legal research tools were also found to be useful. For those who did not use Generative AI, they had concerns about the regulatory or ethical issues, lack of trust in the AI-generated inputs, costs, and data privacy and security.

Technology Disputes

- All of the respondents have been involved in information technology disputes. This was followed by data/system breach disputes, and green tech/biotech/fintech disputes.
- Among respondents' most commonly used dispute resolution mechanisms to resolve technology disputes, the top-ranked mechanism was arbitration.
- In choosing a dispute resolution mechanism to resolve technology disputes, cost, speed, confidentiality, flexibility in choice of institutions, venues and arbitrators, and clarity and transparency in rules and procedures were the factors considered important by all respondents.
- The majority of respondents found these factors to be 'absolutely crucial' or 'important' when choosing a dispute resolution institution: institutional rules (e.g. emergency arbitrator, expedited procedure, consolidation, joinder, etc.), cost, efficiency, number and expertise of neutrals and/or judges, and availability of information about neutrals and/or judges

Section 1. Introduction

The SIDRA International Dispute Resolution Survey: 2026 Final Report contains the findings of the fourth iteration of the SIDRA Survey, a cross-border, international survey that examined how and why businesses and lawyers make decisions about resolving cross-border disputes. The Report sheds light on user experiences with arbitration, litigation, mediation, mixed mode (hybrid) dispute resolution, investor-state dispute settlement mechanisms, intellectual property disputes and technology disputes. The SIDRA Survey is commissioned by the Singapore Ministry of Law.

The 2026 Final Report begins with an overview of the approach and design of the Survey questionnaire followed by the respondent profile according to user type, geographical region and legal system. The findings are structured into seven substantive sections, namely: (1) international commercial arbitration, (2) international commercial mediation, (3) international commercial litigation, (4) mixed mode (hybrid) dispute resolution, (5) investor-state dispute settlement, (6) intellectual property disputes and (7) technology disputes.

There are five aspects of the SIDRA Survey that make it unique.

First, it is 100% user-centric. All respondents are users and they are identified either as Client Users (corporate executives and in-house counsel) or External Counsel (dispute resolution lawyers and corporate lawyers) who engage in cross-border commercial dispute resolution. Views of neutrals, academics, institutional providers and other non-user stakeholders are not represented in this Survey.

Second, the views are based on user experiences and not just preferences. Respondents were directed to the particular dispute resolution process with which they had experience with and were then asked to respond to a series of specific questions in relation to that mechanism.

Third, the Survey focuses on dispute resolution mechanisms for cross-border disputes only, and not for domestic disputes. International dispute resolution involves different considerations compared to domestic settings and we did not want to confuse the two.

Fourth, the Survey has been distributed internationally in all six official United Nations ("UN") languages: Arabic, Chinese, English, French, Spanish and Russian. Thus, a more diverse selection of users compared to those who primarily work in English was reached.

Finally, no single dispute resolution mechanism was examined in isolation. Dispute resolution developments are increasingly interconnected as the emergence of hybrid dispute resolution mechanisms and international court referrals to other dispute resolution mechanisms show.

The Report cover features stylised peony flowers, whose layered, luminous petals represent the multiple dimensions of international dispute resolution, namely law, practice, policy, users and institutions, all co-existing within a single ecosystem. Peonies are also associated with honour, abundance and happy partnerships. With the publication of the 2026 Final Report, we seek to share information and insights gathered from hundreds of lawyers and corporate decision-makers. We express our gratitude for their partnership, which played a crucial role in helping us produce a contemporary and evidence-based report. We hope that these findings lead to positive change in the field of international dispute resolution, a field which, after all, is a pillar for stability, abundance and human flourishing in our world.

Section 2. Approach and Design

From January to December 2025, Client Users (corporate executives and in-house counsel) and External Counsel (dispute resolution lawyers and corporate lawyers), who engaged in cross-border commercial dispute resolution between the years 2023 and 2024, were asked to respond to the SIDRA Survey.

The Survey was segmented into seven distinct sections: international commercial arbitration, international commercial mediation, international commercial litigation, mixed mode (hybrid) dispute resolution, investor-state dispute settlement, intellectual property disputes and technology disputes. The questions focused on Client Users' and External Counsel's actual decision-making processes in relation to the use of different international dispute resolution mechanisms.

The questionnaire was disseminated globally in all six official United Nations languages (Arabic, Chinese, English, French, Spanish and Russian).

We have used the dataset as it stood in December 2025. The Survey was answered by a total of 276 respondents from 25 countries.

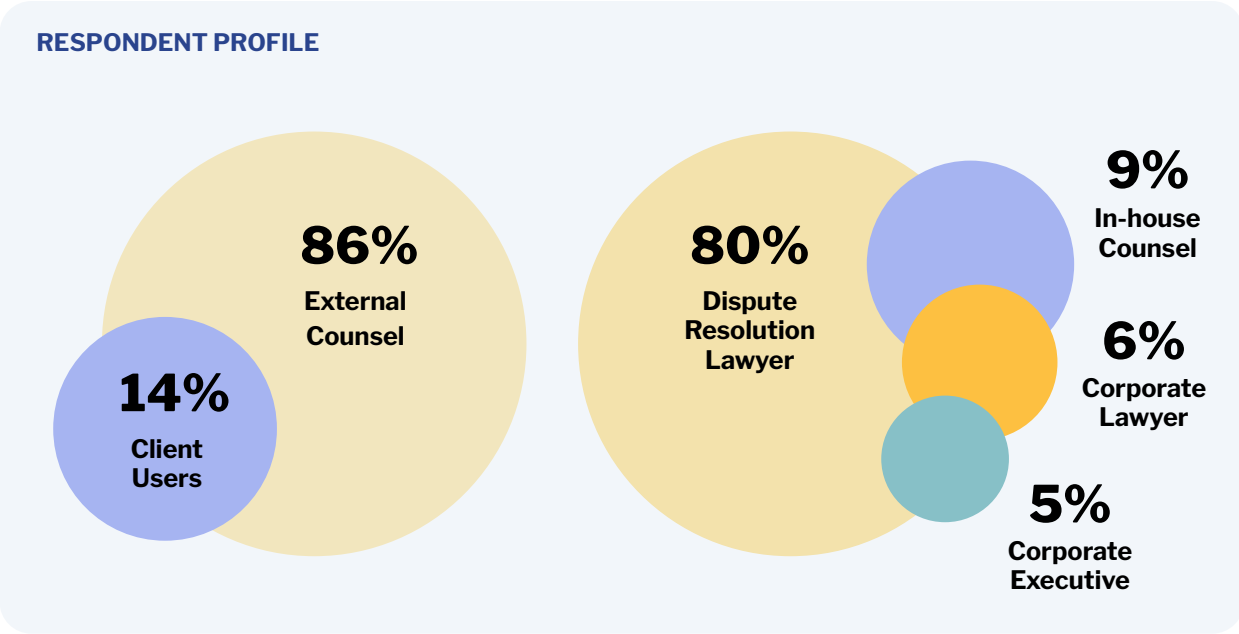
This Report uses the terms respondent and respondents interchangeably. The data analysis in this Report covers summary statistics and disaggregates responses in primarily two ways:

- By user category: Client Users vs External Counsel; and
- By dispute resolution mechanism: international commercial arbitration, international commercial mediation, international commercial litigation and mixed mode (hybrid) dispute resolution mechanisms.

Section 3. Respondent Profile

3.1 The Respondent profile is set out in this section.

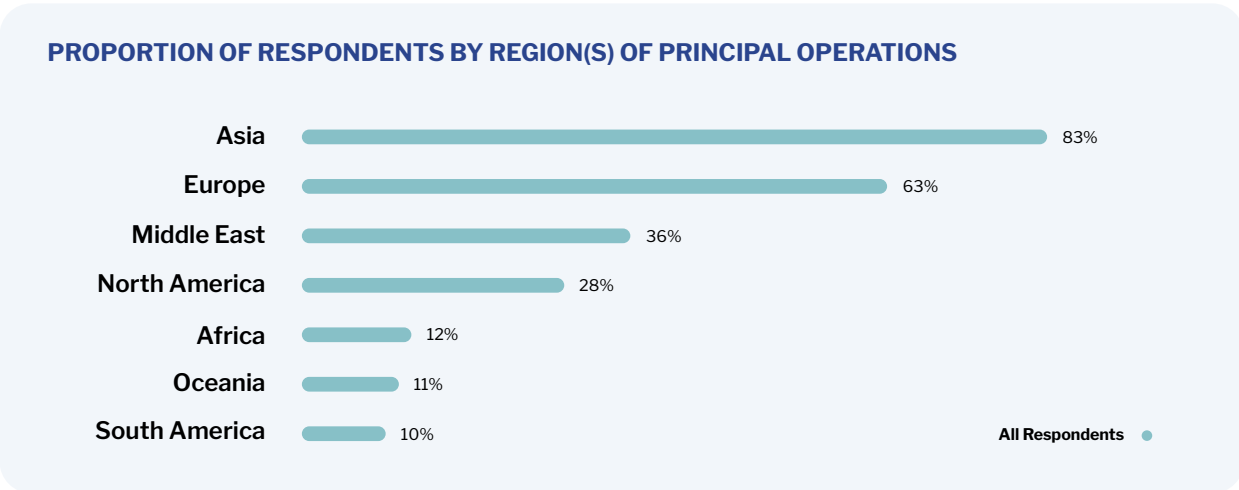
EXHIBIT 3.1



3.2 Among 276 respondents, 14% were Client Users (corporate executives and in-house counsel) and 86% were External Counsel (dispute resolution lawyers and corporate lawyers).

3.3 Breaking down the demographics further, 9% of respondents were in-house counsel and 5% were corporate executives (making up the Client Users category). 80% were dispute resolution lawyers and 6% were corporate lawyers (making up the External Counsel category).

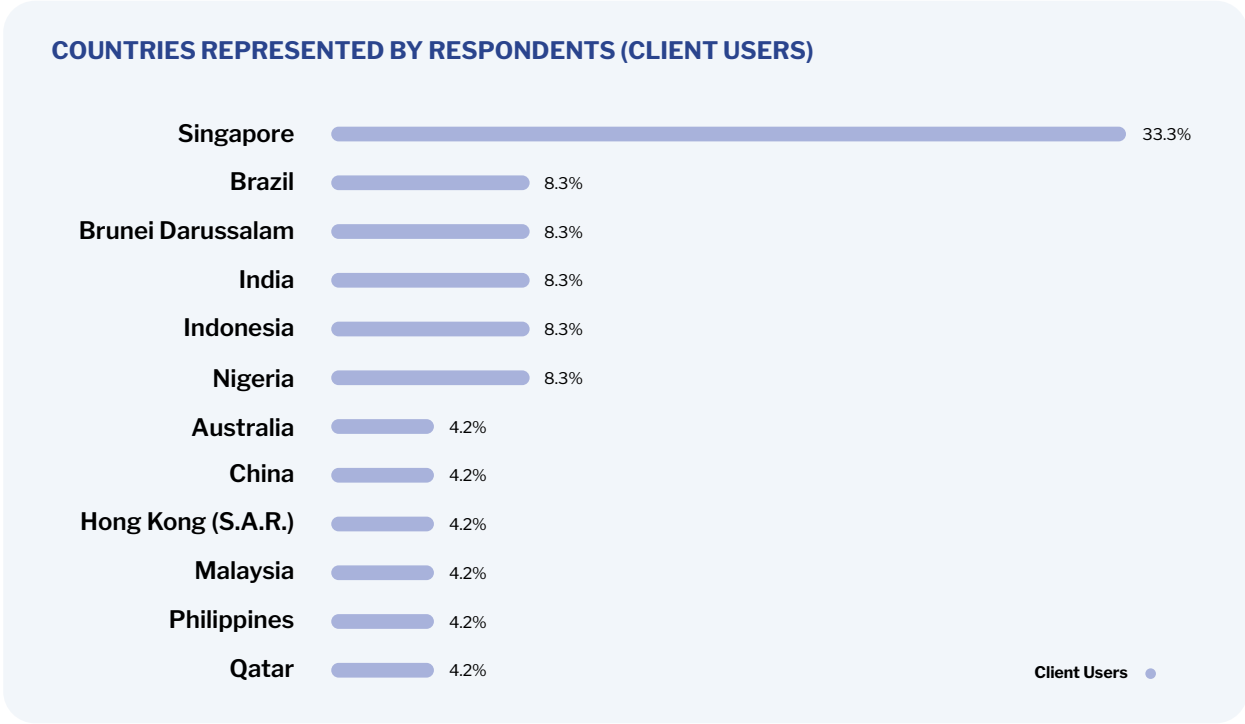
EXHIBIT 3.2



3.4 Respondents operate or practise in different parts of the world, with the majority based in Asia.

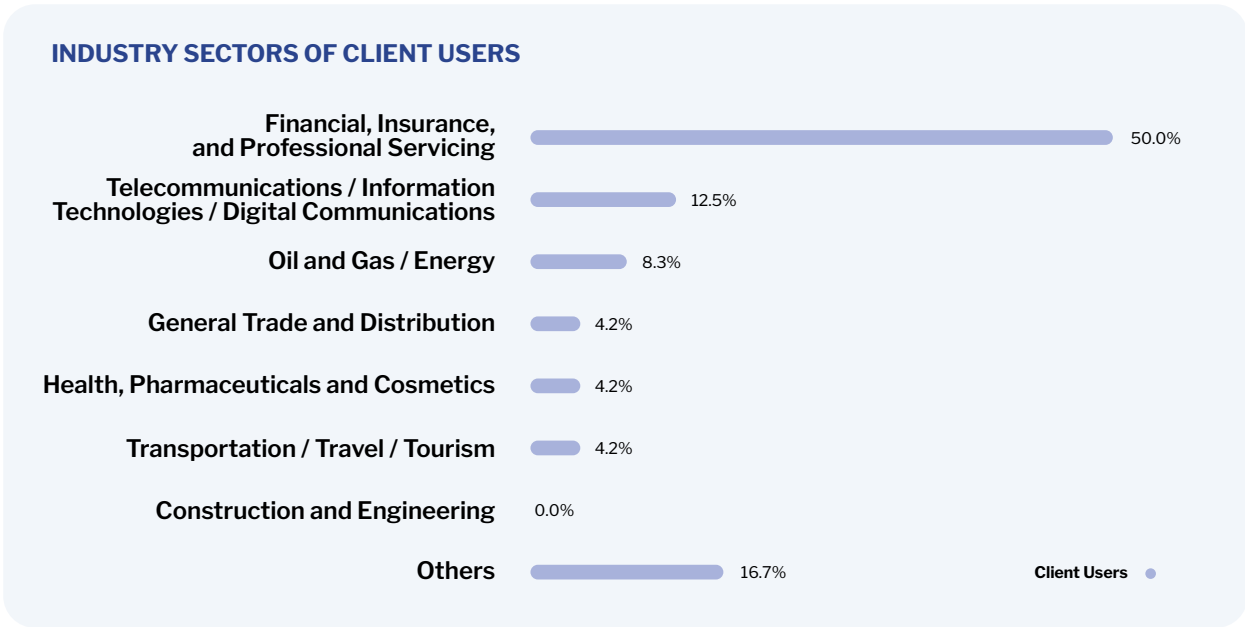
¹ The total number of respondents covers all seven sections of the Survey.

EXHIBIT 3.3



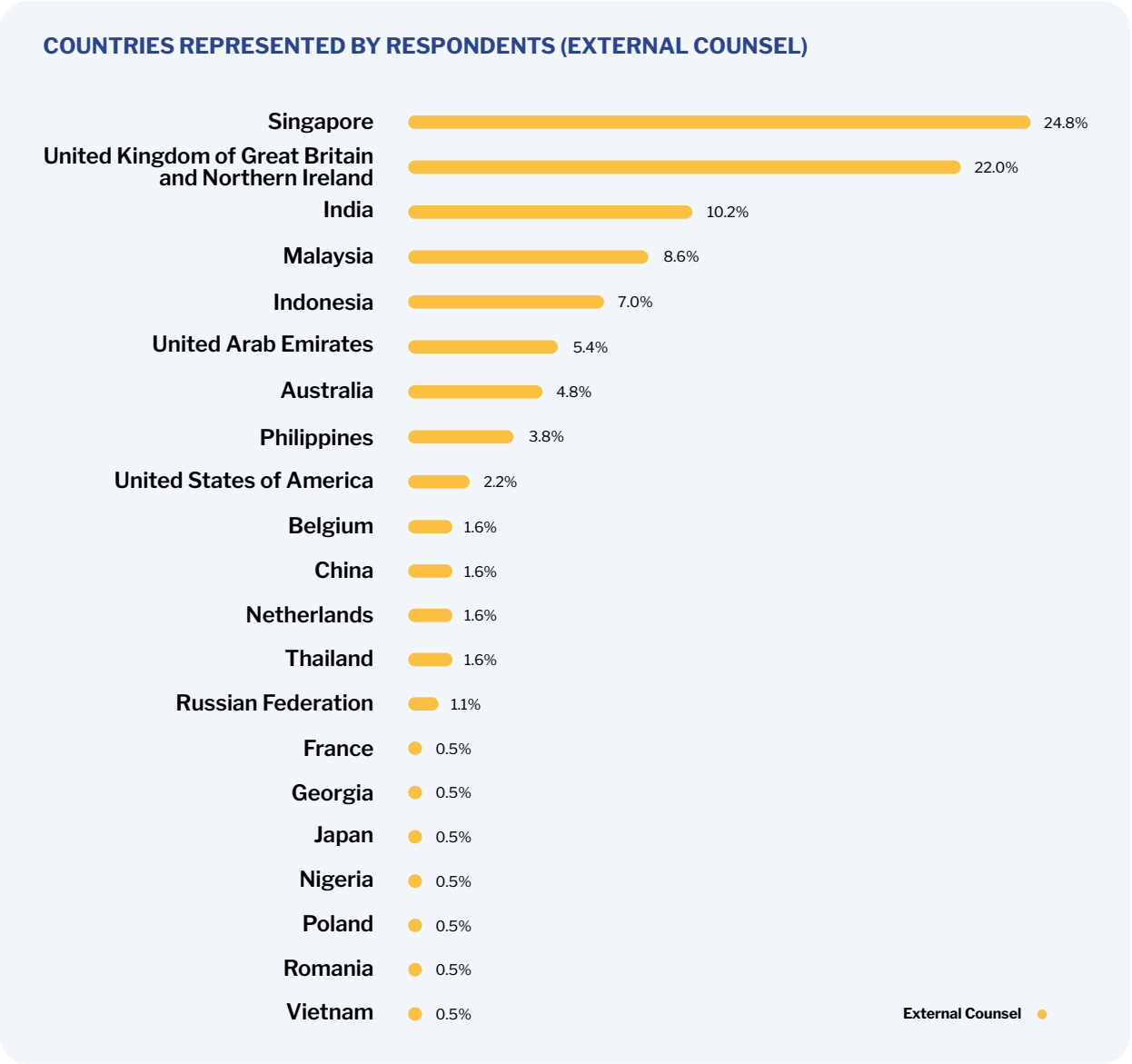
3.5 The Client Users work in different regions. One-third of respondents indicated Singapore as the country in which they are based.

EXHIBIT 3.4



3.6 Half of the Client Users indicated financial, insurance and professional servicing as their industry sector (50.0%). This is followed by the telecommunications/information technologies/digital communications industry (12.5%) and the oil and gas/energy industry (8.3%).

EXHIBIT 3.5



3.7 The External Counsel practise in different parts of the world. They come from 21 countries, with 24.8% based in Singapore, 22.0% based in the United Kingdom of Great Britain and Northern Ireland and 10.2% based in India.

3.8 The diversity of the legal systems of the respondent countries is illustrated in the table below.

EXHIBIT 3.6

CLASSIFICATION OF COUNTRY BY LEGAL SYSTEM

Country	Legal System
Australia	Common Law
Belgium	Civil Law
Brazil	Civil Law
Brunei Darussalam	Hybrid (Common Law and Sharia)
China	Civil Law
France	Civil Law
Georgia	Civil Law
Hong Kong (S.A.R.)	Common Law
India	Common Law
Indonesia	Civil Law
Japan	Civil Law
Malaysia	Hybrid (Common Law and Sharia)
Netherlands	Civil Law
Nigeria	Hybrid (Common Law and Sharia)
Philippines	Hybrid (Civil Law and Common Law)
Poland	Civil Law
Qatar	Hybrid (Civil Law and Sharia)
Romania	Civil Law
Russian Federation	Civil Law
Singapore	Common Law
Thailand	Civil Law
United Arab Emirates	Hybrid (Civil Law and Sharia)
United Kingdom of Great Britain and Northern Ireland	Common Law
United States of America	Common Law
Vietnam	Civil Law

3.9 Respondents come from 25 countries. They are distributed among common law, civil law, and hybrid legal systems. The nature of the respondent profiles has influenced the findings contained in this Report.

Section 4. Respondents’ Perspectives on Factor Importance in Choice of, and Satisfaction with Dispute Resolution Mechanisms: Arbitration, Mediation and Litigation

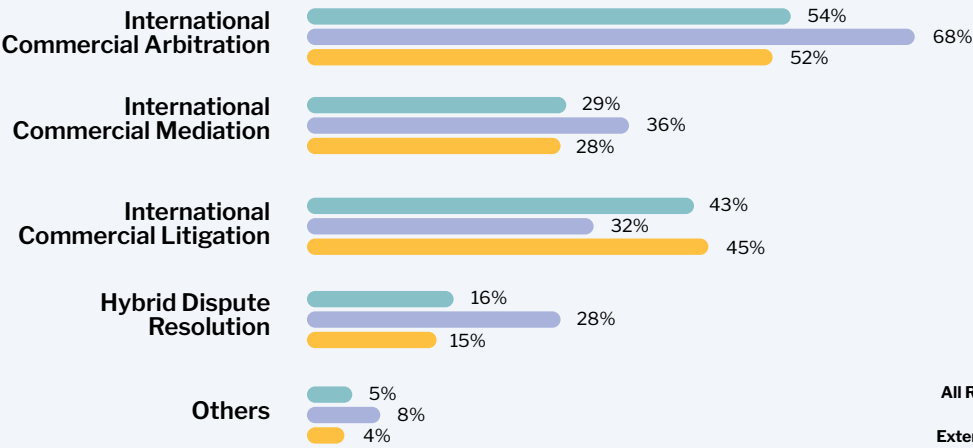
AT A GLANCE

- International commercial arbitration was the dispute resolution mechanism of choice among respondents.
- Cost and direct enforceability were the two factors that users considered ‘absolutely crucial’ or ‘important’ across arbitration, mediation and litigation.
- Speed and cost in arbitration continue to be rated as high in importance but low in satisfaction.
- Clarity and transparency in rules and procedures, confidentiality and impartiality were the top three factors that users were satisfied with across arbitration, mediation and litigation.
- International commercial mediation appears to be the dispute resolution mechanism that has higher importance and satisfaction scores on average.

Choice of Dispute Resolution Mechanisms

EXHIBIT 4.1

CHOICE OF DISPUTE RESOLUTION BY USER TYPE

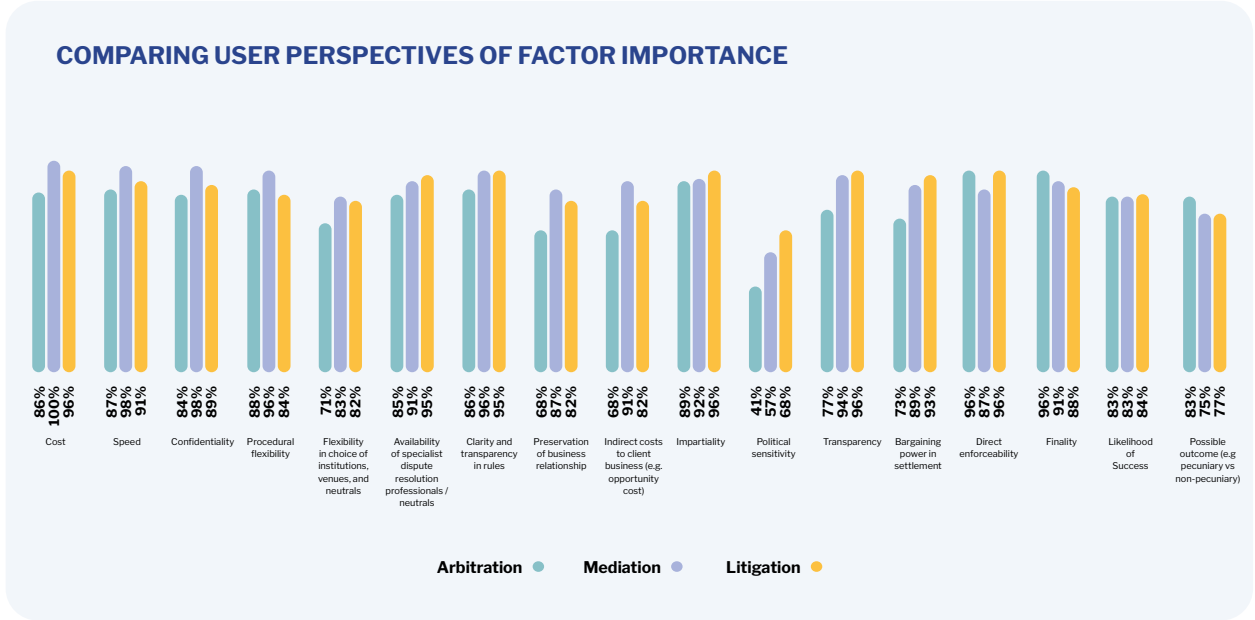


4.1 International commercial arbitration was the top dispute resolution mechanism of choice for the majority of the Survey respondents, with 54% having used it from 2023 to 2024. This was followed by international commercial litigation (43%), international commercial mediation (29%) and hybrid dispute resolution (16%). 5% of respondents chose ‘other’ mechanisms, which included adjudication, early neutral evaluation, claim pre-assessment and direct negotiation.

4.2 International commercial arbitration was more popular among Client Users (68%) as compared to External Counsel (52%). A similar phenomenon was observed in international commercial mediation, with 36% of Client Users having used it compared to 28% of External Counsel. The reverse, however, was true in international commercial litigation, where 45% of External Counsel chose it compared to 32% of Client Users.

 Comparing Respondents’ Perspectives of Factor Importance in Choice of Dispute Resolution Mechanism

EXHIBIT 4.2



- 4.3 Exhibit 4.2 compares the respondents’ perspectives regarding the importance of a number of factors in arbitration, mediation and litigation. They were asked to indicate which factors they thought were ‘absolutely crucial’ or ‘important’ in deciding whether to arbitrate, mediate or litigate a dispute.
- 4.4 Out of all the factors, cost and direct enforceability were the top two factors that users considered ‘absolutely crucial’ or ‘important’ across international commercial arbitration, mediation and litigation. Impartiality and clarity and transparency in rules were the joint-third ranked factors. This is broadly consistent with the findings presented in the SIDRA Survey Final Reports 2024 and 2022,² where impartiality and speed were the top two factors for both years, and both cost and direct enforceability ranked among the top five.
- 4.5 There were some noteworthy differences in the importance of other factors considered by the respondents. For example, more respondents ranked the preservation of business relationships as ‘absolutely crucial’ or ‘important’ in mediation (87%) compared to arbitration (68%) and litigation (82%). The most respondents ranked impartiality as ‘absolutely crucial’ or ‘important’ in litigation (96%), followed closely by mediation (92%) and arbitration (89%). Fewer respondents found procedural flexibility an ‘absolutely crucial’ or ‘important’ factor in litigation (84%) compared to arbitration (88%) and mediation (96%). These findings align with the key characteristics of litigation, arbitration and mediation.

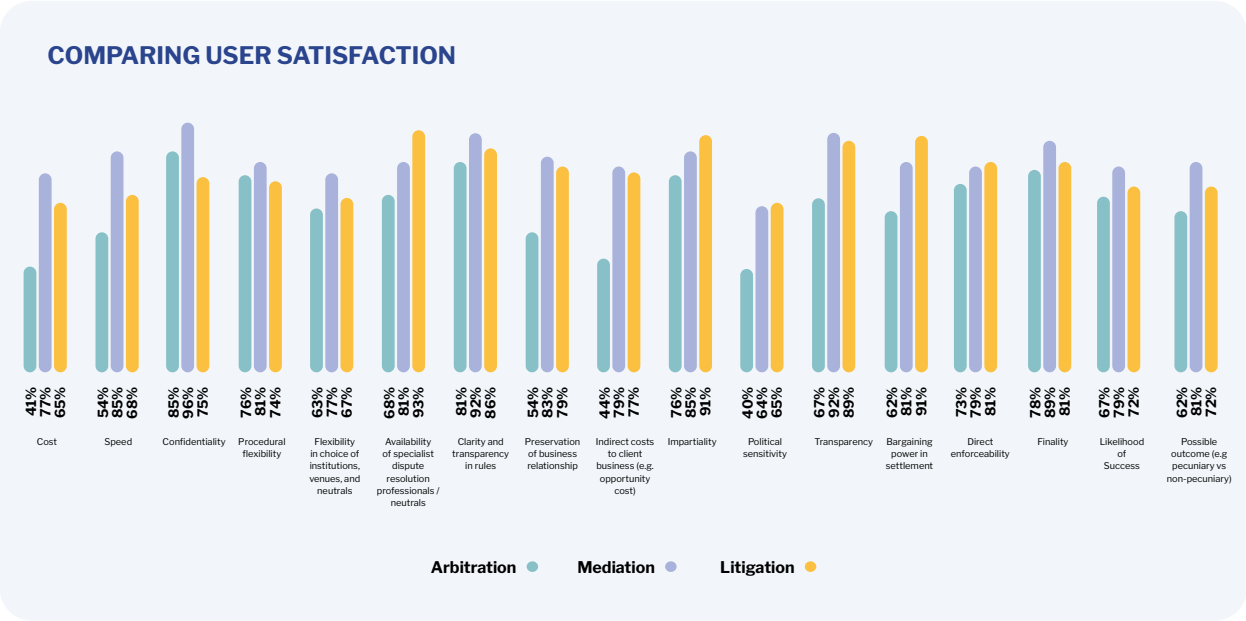
²Singapore International Dispute Resolution Academy International Dispute Resolution Survey: 2024 Final Report (hereinafter “**SIDRA Survey Final Report 2024**”), available at <https://sidra.smu.edu.sg/sites/sidra.smu.edu.sg/files/survey-2024/read/index.html>, at Exhibit 4.1 and Singapore International Dispute Resolution Academy International Dispute Resolution Survey: 2022 Final Report (hereinafter “**SIDRA Survey Final Report 2022**”), available at <https://sidra.smu.edu.sg/sites/sidra.smu.edu.sg/files/survey-2022/index.html>, at Exhibit 4.1.

- 4.6 Litigation is governed primarily by court rules that have been set by courts and/or legislatures, and not by the parties. Respondents are likely aware that submitting a dispute to litigation also entails submission to these court procedures that they cannot easily modify, and this explains why fewer respondents found procedural flexibility in litigation to be ‘absolutely crucial’ or ‘important’. Perhaps the perceived enhancement of impartiality (due to parties having no say at all in choice of a judge) is worth the loss of procedural flexibility in the eyes of the parties who choose litigation.
- 4.7 Arbitration is a private dispute resolution mechanism, where parties agree to submit their dispute to one or more arbitrators, who are usually non-governmental decision-makers. It is still, however, adversarial in character. It is therefore understandable why fewer respondents found preservation of business relationships as ‘absolutely crucial’ or ‘important’ in arbitration.
- 4.8 Procedural flexibility is one of the key characteristics of mediation as party autonomy is foundational to the mediation process. Mediation can thus also take a more holistic approach to the underlying conflict, allowing parties to explore all the dimensions of their disagreement and encouraging parties to consider creative ways to resolve their dispute. These are some of the reasons why mediation is known to help parties preserve their business relationships. They also correlate with mediation’s lower costs in general, which in turn may explain why more respondents considered cost to be ‘absolutely crucial’ or ‘important’ in mediation (100%), as compared with litigation (96%) and arbitration (86%).
- 4.9 As mentioned above, more respondents ranked direct enforceability as ‘absolutely crucial’ or ‘important’ when selecting litigation (96%) and arbitration (96%) compared to mediation (87%). While this is somewhat similar to the data presented in the SIDRA Survey Final Reports 2024, 2022 and 2020,³ there has been a significant positive leap in relation to this factor and mediation – an increase of 20 percentage points from the 67% in 2024. This shift suggests that the 2020 Convention on International Settlement Agreements Resulting from Mediation (the “**Singapore Convention on Mediation**”) is already having an impact in that users increasingly associate mediated outcomes with enforceability. At the time of writing, the Singapore Convention on Mediation has 60 signatories and 23 state parties, with Azerbaijan signing the Singapore Convention and Mauritius ratifying the same in 2026. By way of comparison the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the “**New York Convention**”) has 172 state parties.

³SIDRA Survey Final Report 2024 at Exhibit 4.1; SIDRA Survey Final Report 2022 at Exhibit 4.1; and Singapore International Dispute Resolution Academy International Dispute Resolution Survey: 2020 Final Report (hereinafter “**SIDRA Survey Final Report 2020**”), available at <https://sidra.smu.edu.sg/sites/sidra.smu.edu.sg/files/survey/index.html>, at Exhibit 4.2.1.

Comparing Respondents' Satisfaction

EXHIBIT 4.3



- 4.10

Respondents were also asked how satisfied they were with their chosen dispute resolution mechanism. Satisfaction levels varied for the factors presented to respondents and across international commercial arbitration, mediation and litigation.
- 4.11

The top three factors that respondents across arbitration, mediation and litigation were satisfied with were the clarity and transparency in rules and procedures, confidentiality and impartiality. This is broadly consistent with the data reported in the SIDRA Survey Final Report 2024 and 2022,⁴ where these three factors consistently ranked within the top five when measured across all three dispute resolution mechanisms.
- 4.12

A larger majority of respondents were satisfied with confidentiality in mediation and arbitration (96% and 85% respectively) compared to litigation (75%). This is in line with the essential aspects of arbitration and mediation where parties can opt to keep the entire proceedings or some of the proceedings confidential, while litigation is a public process.

4.13 As mentioned above, the percentage of respondents who attributed importance to direct enforceability was higher for arbitration and litigation (96%), compared to mediation (87%). This reflects the traditional view of arbitral awards and court judgments being easier to enforce as compared to mediated settlement agreements, although as indicated previously this view seems to be shifting. Noteworthy is that the percentage of respondents who were ‘somewhat satisfied’ or ‘very satisfied’ with direct enforceability across the three dispute resolution mechanisms seems to reflect new thinking about mediation in an international dispute resolution context. 81% of respondents were satisfied with direct enforceability in litigation, followed by 79% in mediation and 73% were satisfied in arbitration. In other words, a higher percentage of respondents were satisfied with direct enforceability in mediation than in arbitration. This finding conceivably reflects a trend increasingly seen in arbitration⁵: losing parties are becoming increasingly creative⁶ in their attempts to get around the much-vaunted New York Convention, to avoid paying out on the arbitral awards. In other words, intransigent counterparties who have lost an arbitration now seem both more willing and able to prolong the pain of legal proceedings further by persisting with enforcement challenges. By contrast, it is widely accepted that parties tend to comply with their settlement agreements because they have agreed to it, as in the case of mediation. Worldwide enforcement litigation about mediation outcomes is minimal compared to the level of mediation practice occurring. For this reason, some delegates at UNCITRAL Working Group II noted that while the existence of the Singapore Convention would lend credibility and legitimacy to international mediation, they expected the recognition and enforcement mechanism would be applied sparingly.⁷

4.14 With respect to cost and speed, all three mechanisms showed increases in the percentage of respondents satisfied with these factors, compared to the SIDRA Survey Final Report 2024. In the 2024 Report, the satisfaction with cost and speed in arbitration were reported to be at 30% and 42% respectively.⁸ The satisfaction levels with these two factors in arbitration have increased slightly to 41% and 54% respectively, but arbitration continues to trail behind mediation and litigation. For mediation, a slightly higher percentage of respondents were satisfied with the cost and speed of mediation (77% and 85%, respectively) as compared to the respondents in the 2024 Report (75% and 83%, respectively).⁹ Similarly for litigation, an increased percentage of respondents (65% and 68%) were satisfied with cost and speed, compared to the 2024 Report (45% and 36% respectively).¹⁰

⁴ SIDRA Survey Final Report 2024 at Exhibit 4.2; and SIDRA Survey Final Report 2022 at Exhibit 4.2.

⁵ See for example, ‘Global Arbitration Review: The Guide to Challenging and Enforcing Arbitration Awards (2025) (4th ed.)’, available at <https://globalarbitrationreview.com/guide/the-guide-challenging-and-enforcing-arbitration-awards/4th-edition/article/singapore/download>, at the inner cover page on the PDF version, where the series notes that: “Enforcement used to be a non-issue in international arbitration. Most losing parties simply paid. Not so any more. The time spent on post-award matters has increased vastly, and challenges to awards have become the norm.”

⁶ See Gogra & Dumbre, ‘LIDW 2025: Enforcement of Awards — Evolving Standards and Jurisdictional Tensions’, Kluwer Arbitration Blog, (10 June 2025), available at <https://legalblogs.wolterskluwer.com/arbitration-blog/lidw-2025-enforcement-of-awards-evolving-standards-and-jurisdictional-tensions/>, for a discussion on the evolving trends in enforcement challenges.

⁷ Timothy Schnabel, ‘The Singapore Convention on Mediation: A Framework for the Cross-Border Recognition and Enforcement of Mediated Settlements’, 19(1) Pepperdine Dispute Resolution Law Journal 1, 3-4.

⁸ SIDRA Survey Final Report 2024 at Exhibit 4.2.

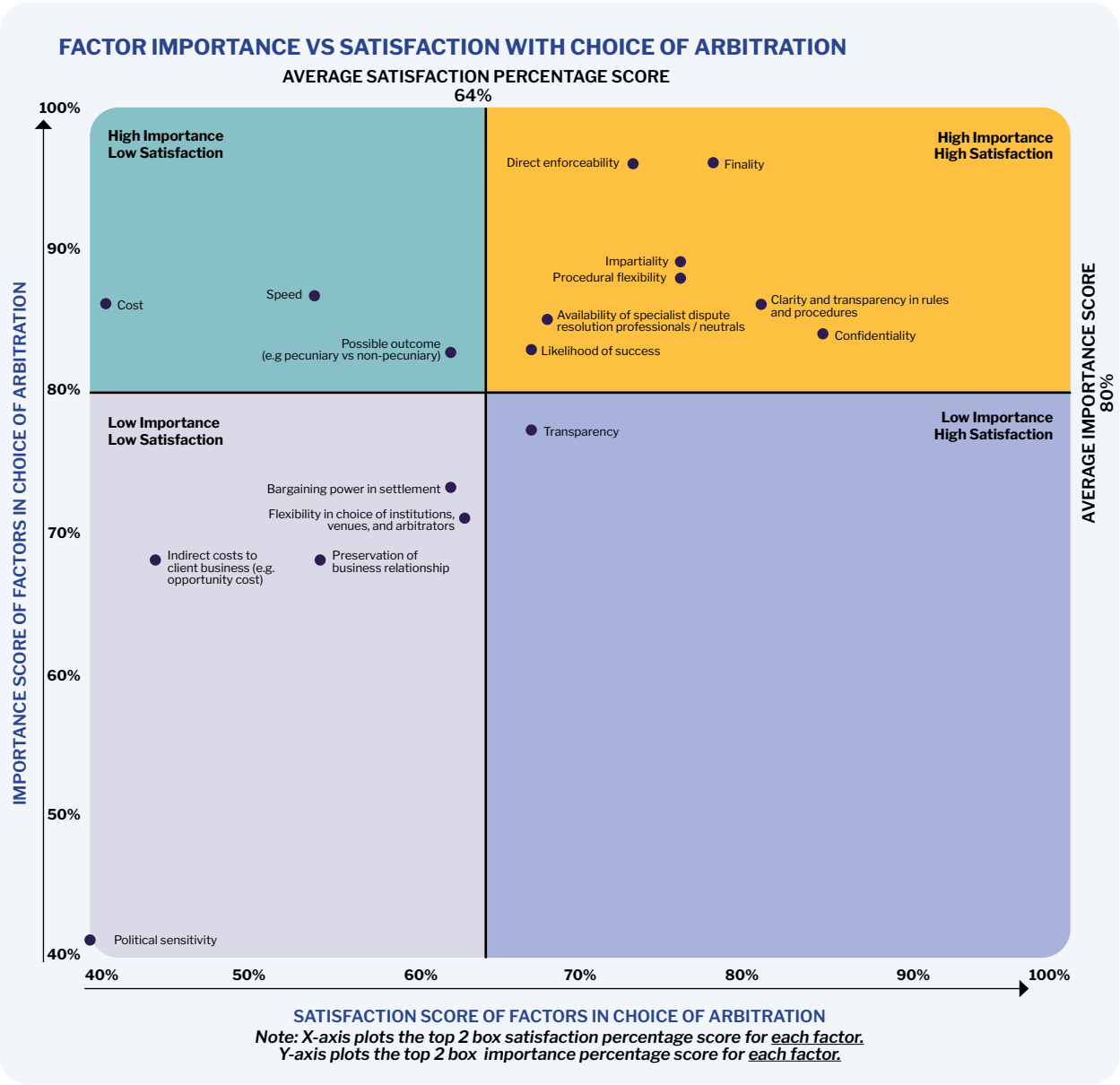
⁹ *Id.*

¹⁰ *Id.*

Factor Importance vs. Satisfaction in Choice of Arbitration, Litigation and Mediation

4.15 The quadrant charts below show the difference between factor importance (respondents’ rating of importance of a specific factor) and respondents’ satisfaction (respondents’ rating of satisfaction of a specific factor) with respect to their choice of arbitration, mediation or litigation. The charts are divided into four quadrants based on the average importance score and the average satisfaction score. The average scores are the simple averages of the respondents’ importance scores and satisfaction scores of all the factors behind their selection of a specific dispute resolution mechanism and satisfaction with their chosen mechanism, respectively. The position of each factor within the quadrants indicates its relative importance and satisfaction levels with respect to the average importance and satisfaction score. The charts demonstrate how to identify areas for improvement based on the position of the factors within the quadrants.

EXHIBIT 4.4



Note: Importance Percentage Score refers to the top 2 box score, i.e. the percentage of respondents who indicated the considerations behind the selection of arbitration were “Absolutely Crucial” and “Important”. Satisfaction Percentage Score refers to the top 2 box score, i.e. the percentage of respondents who indicated they were “Very Satisfied” and “Somewhat Satisfied” with factors used in the selection of arbitration.

4.16 In their choice of arbitration, respondents rated direct enforceability, confidentiality, procedural flexibility, finality, impartiality, clarity and transparency in rules and procedures, availability of specialist dispute resolution professionals/neutrals and likelihood of success as high in importance (rated above the average 80% in importance scores) and high in satisfaction (rated above the average 64% in satisfaction scores). This data is broadly similar to what was presented in the SIDRA Survey Final Report 2024¹¹; likelihood of success is a new factor introduced for this year’s iteration of the SIDRA Survey.

4.17 Speed, cost and possible outcome (e.g. pecuniary vs non-pecuniary) were rated as high in importance (rated above the average 80% in importance scores) but low in satisfaction (rated below the average 64% in satisfaction scores). Speed and cost were similarly rated in the SIDRA Survey Final Report 2024;¹² it seems that users continue to have high expectations in respect of the speed and cost of arbitration, but their satisfaction in these aspects remains low relative to their expectations. Possible outcome (e.g. pecuniary vs non-pecuniary) is a new factor introduced in this year’s iteration of the SIDRA Survey.

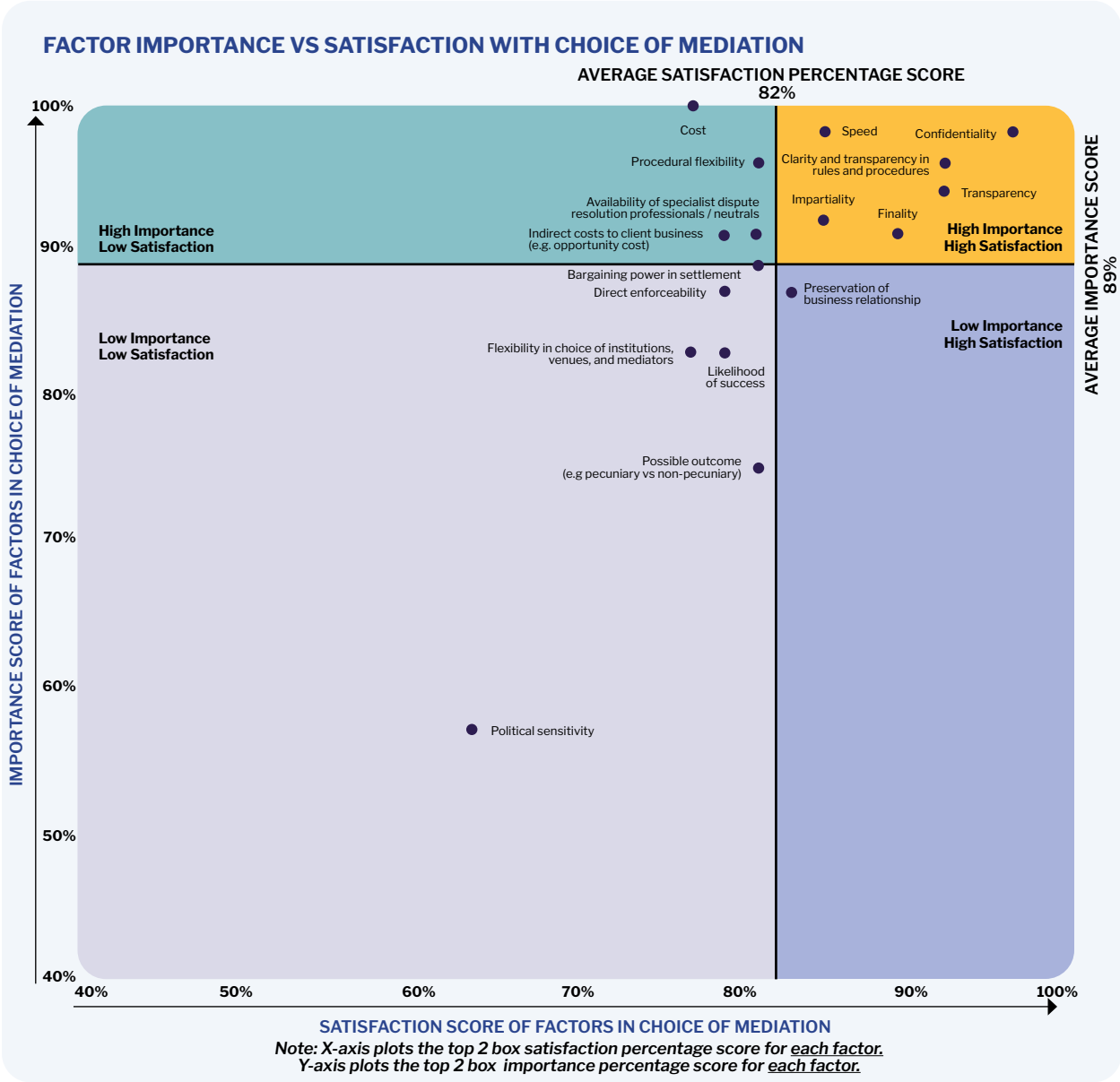
4.18 Political sensitivity, preservation of business relationships, indirect costs to client business, bargaining power in settlement and flexibility in choice of institutions, venues and arbitrators were all ranked low in importance (rated below the average 80% in importance scores) as well as low in satisfaction (rated below the average 64% in satisfaction scores) in arbitration. Political sensitivity, preservation of business relationships and indirect costs to client business all had the same ‘low importance/low satisfaction’ rating in this year’s edition of the SIDRA Survey as they did in the SIDRA Survey Final Report 2024.¹³ Flexibility in choice of institutions, venues and arbitrators was previously rated by the SIDRA Survey 2024’s respondents as high in importance and high in satisfaction.¹⁴

4.19 Transparency was the only factor rated low in importance and high in satisfaction. In the SIDRA Survey Final Report 2024, there had been no factors so rated, and transparency had ranked low in both importance and satisfaction.¹⁵

¹¹ SIDRA Survey Final Report 2024 at Exhibit 4.3.
¹² *Id.*
¹³ *Id.*
¹⁴ *Id.*
¹⁵ *Id.*



EXHIBIT 4.5



Note: Importance Percentage Score refers to the top 2 box score, i.e. the percentage of respondents who indicated the considerations behind the selection of mediation were “Absolutely Crucial” and “Important”. Satisfaction Percentage Score refers to the top 2 box score, i.e. the percentage of respondents who indicated they were “Very Satisfied” and “Somewhat Satisfied” with factors used in the selection of mediation.

4.20 In their choice of mediation, respondents rated speed, finality, transparency, impartiality, confidentiality and clarity and transparency in rules and procedures as high in importance (rated above the average 89% in importance scores) and high in satisfaction (rated above the average 82% in satisfaction scores). Speed and finality were also ranked as high in importance and high in satisfaction in the SIDRA Survey Final Report 2024.¹⁶

¹⁶ SIDRA Survey Final Report 2024 at Exhibit 4.4.

4.21 Cost, procedural flexibility, availability of specialist dispute resolution professionals/neutrals and indirect costs to client business were rated as high in importance (rated above the average 89% in importance scores) and low in satisfaction (rated below the average 82% in satisfaction scores). Previously, indirect costs to client business also occupied the ‘high/low’ quadrant.¹⁷ Cost had previously been rated as high in importance and high in satisfaction in the SIDRA Survey Final Report 2024,¹⁸ so to move to the ‘high importance/low satisfaction’ quadrant might at first glance indicate dissatisfaction with cost. However, upon examining the actual percentage numbers, 75% of 2024’s respondents were ‘somewhat’ or ‘very satisfied’ with the cost of mediation,¹⁹ while an increased 77% of respondents expressed similar sentiments with cost in this year’s edition of the Report.²⁰ The upshot is that while satisfaction with cost as measured by absolute percentages has increased, cost has not been able to keep pace with other factors that have even higher satisfaction rates. The same is true of procedural flexibility, which also moved to the ‘high importance/low satisfaction’ quadrant while increasing in the actual percentage satisfied (from 75% in 2024 to 81% in this year’s edition of the Report).²¹ As for availability of specialist dispute resolution professionals/neutrals, it had previously been rated low in importance and low in satisfaction.

4.22 Bargaining power in settlement is positioned at the border of ‘high importance/low satisfaction’ and ‘low importance/low satisfaction’, falling on the line representing the average importance score. It also falls to the left of the line representing average satisfaction score, indicating that users rated it of lower satisfaction compared to their satisfaction with other factors.

4.23 Direct enforceability, flexibility in choice of institutions, venues and mediators, likelihood of success and possible outcome (e.g. pecuniary vs non-pecuniary) and political sensitivity were rated low in importance and low in satisfaction. Political sensitivity was rated low in importance and low in satisfaction in the SIDRA Survey Final Reports 2024 and 2022 as well.²²

4.24 Preservation of business relationship was rated as low in importance and high in satisfaction. It was rated as average in importance and high in satisfaction in the SIDRA Survey Final Report 2024, while it was rated as high in both importance and satisfaction in the SIDRA Survey Final Report 2022.²³ This change suggests that while respondents continue to place lesser importance on this factor, their actual experiences have gone over and above their expectations.

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ SIDRA Survey Final Report 2024 at Exhibit 6.2.

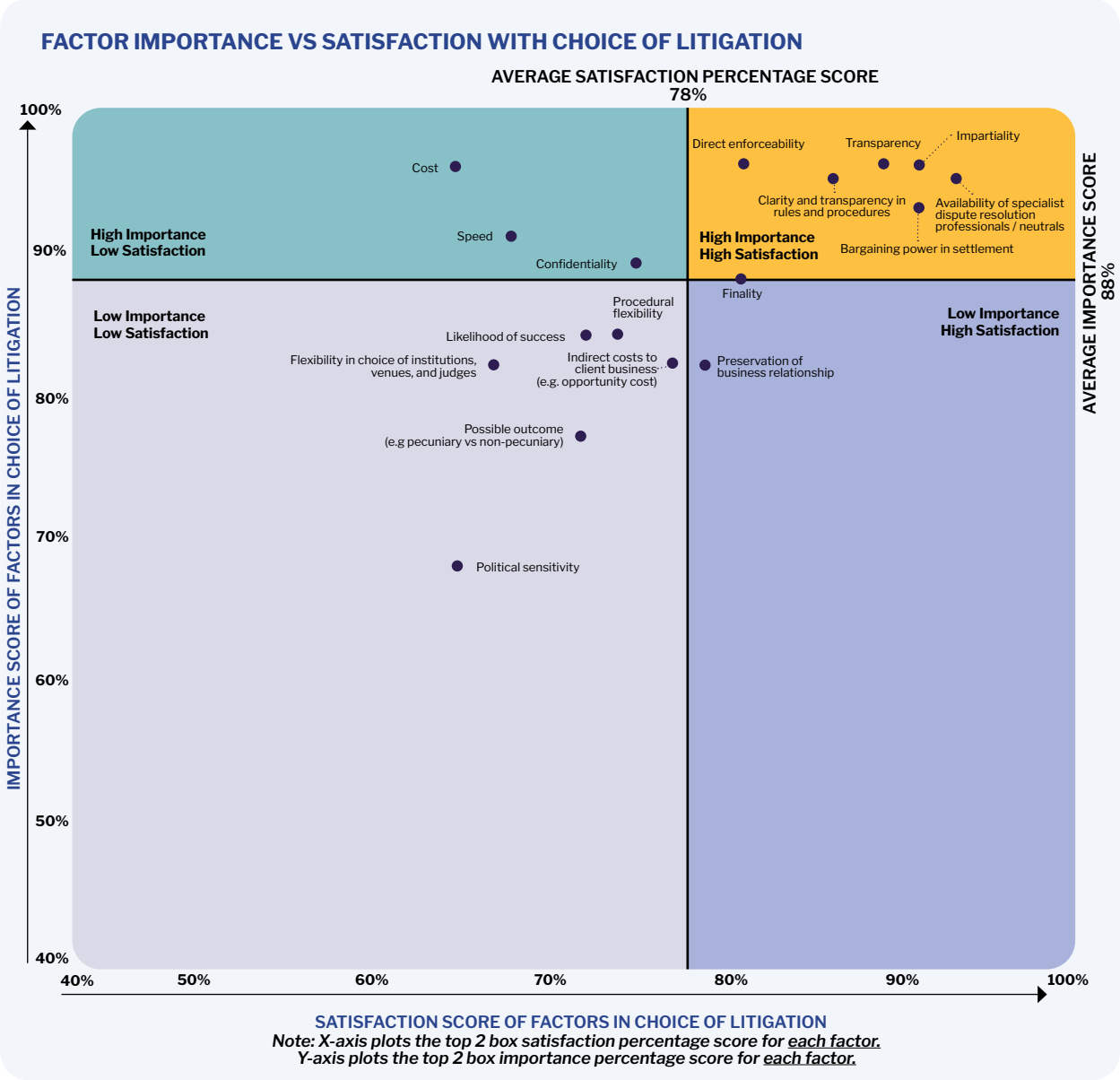
²⁰ SIDRA Survey Final Report 2026 at Exhibit 6.2.

²¹ SIDRA Survey Final Report 2024 at Exhibit 6.2; and SIDRA Survey Final Report 2026 at Exhibit 6.2.

²² SIDRA Survey Final Report 2024 at Exhibit 4.4; and SIDRA Survey Final Report 2022 at Exhibit 4.4.

²³ *Id.*

EXHIBIT 4.6



Note: Importance Percentage Score refers to the top 2 box score, i.e. the percentage of respondents who indicated the considerations behind the selection of litigation were “Absolutely Crucial” and “Important”. Satisfaction Percentage Score refers to the top 2 box score, i.e. the percentage of respondents who indicated they were “Very Satisfied” and “Somewhat Satisfied” with factors used in the selection of litigation.

4.25 In their choice of litigation, respondents rated finality, direct enforceability, impartiality, clarity and transparency in rules and procedures, transparency, availability of specialist dispute resolution professionals/neutrals and bargaining power in settlement as high in importance (rated above the average 88% in importance scores) and high in satisfaction (rated above the average 78% in satisfaction scores). All these factors save for availability of specialist dispute resolution professionals/neutrals were also ranked high in importance and high in satisfaction in the SIDRA Survey Final Report 2024. Availability of specialist dispute resolution professionals/neutrals was rated as low in importance and low in satisfaction in the SIDRA Survey Final Report 2024,²⁴ suggesting that respondents’ views on the importance of, and experience with, the same have increased since the previous iteration of the SIDRA Survey. Bargaining power in settlement was a new factor introduced this edition and so cannot be compared against its past performance in previous iterations of the SIDRA Survey.

²⁴ SIDRA Survey Final Report 2024 at Exhibit 4.5.

4.26 Respondents rated speed, cost and confidentiality as high in importance (rated above the average 88% in importance scores) and low in satisfaction (rated below the average 78% in satisfaction scores). Speed in litigation was in the same high importance and low satisfaction quadrant in the SIDRA Survey Final Reports 2024 and 2022.²⁵ This shows that there is still room for improvement to enhance user experience in international commercial litigation and ensure a speedy process.

4.27 Flexibility in the choice of institutions, venues and judges, procedural flexibility, the indirect cost to client business, political sensitivity, possible outcome (e.g. pecuniary vs non-pecuniary) and likelihood of success were all rated as low in importance (rated below the average 88% in importance scores) and low in satisfaction (rated below the average 78% in satisfaction scores) in litigation. This suggests that there is less focus on these factors in litigation. Flexibility in the choice of institutions, venues and judges, procedural flexibility and the indirect cost to client business were in the same low importance and low satisfaction quadrant in the SIDRA Survey Final Report 2024.²⁶

4.28 Preservation of business relationships was rated as low in importance and high in satisfaction. This finding suggests that while respondents may not place weight on the importance of the preservation of their business relationship with the counterparty before starting litigation, they are more likely to appreciate this factor once the litigation process has concluded.²⁷

4.29 Finality sits on the border of the high importance and high satisfaction quadrant and the low importance and high satisfaction quadrant, falling on the line representing the average importance score. It also falls to the right of the line representing the average satisfaction score, indicating that while users rated it as of average importance, they experienced higher satisfaction with it compared to their satisfaction with other factors, suggesting that litigation provides finality to a dispute that exceeds expectations.

4.30 Comparing all three quadrant charts against each other,²⁸ it appears that international commercial mediation has the highest average importance and average satisfaction scores (89% and 82% respectively). This can be seen from how the dividing lines, which represent these scores, are positioned most towards the top and right for the mediation quadrant chart, as compared to the arbitration and litigation charts. The points on the mediation quadrant chart are also mostly clustered towards the top and right, whereas the points on the arbitration and litigation charts are spread out more in comparison.

²⁵ SIDRA Survey Final Report 2024 at Exhibit 4.5; and SIDRA Survey Final Report 2022 at Exhibit 4.5.

²⁶ SIDRA Survey Final Report 2024 at Exhibit 4.5.

²⁷ *Id.*

²⁸ See Exhibits 4.4, 4.5 and 4.6 above.

Section 5. International Commercial Arbitration

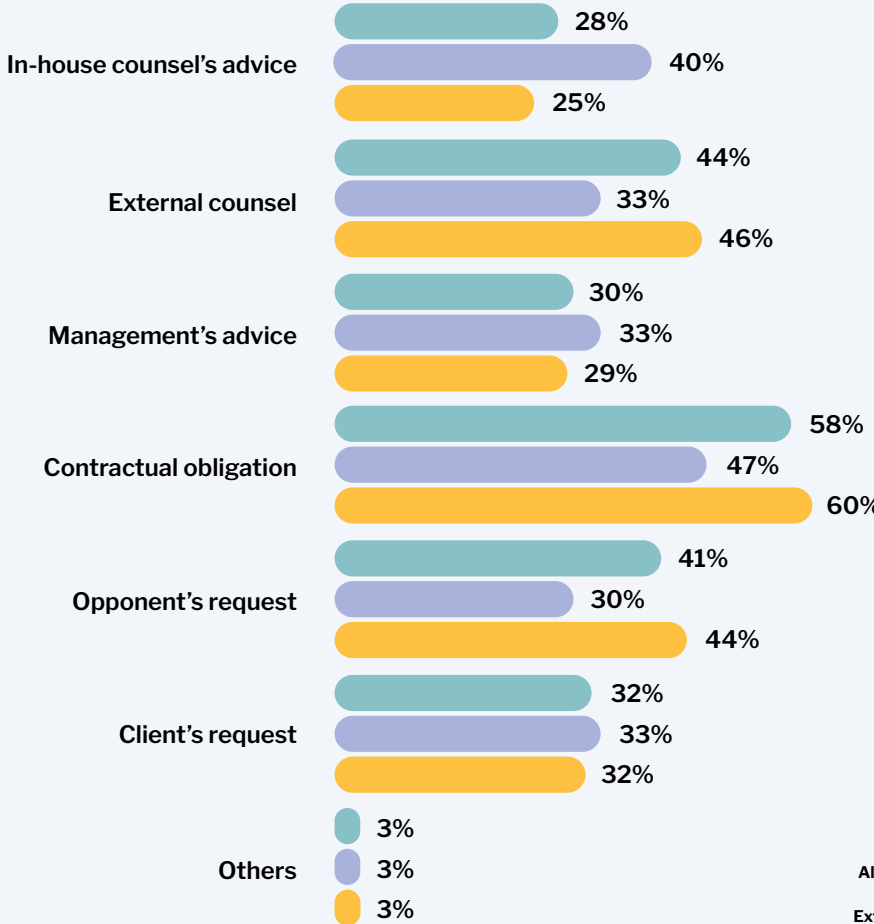
AT A GLANCE

- Direct enforceability and finality remain the most important factors influencing respondents' decision to choose arbitration as a dispute resolution mechanism.
- In light of the increasingly complex and adversarial character of international commercial arbitration, respondents were less satisfied with the cost, speed, preservation of business relationships, and indirect costs to client business associated with arbitration.
- With the worst effects of the COVID-19 pandemic finally subsiding, travel restrictions were no longer the top-ranked driver for choosing wholly virtual proceedings. The majority of respondents would opt for a wholly online platform for arbitration in cases involving lower costs, lower dispute value and lower complexity of issues.
- Although respondents expressed concerns over data privacy and security and the lack of trust in the outputs produced by generative artificial intelligence ("Generative AI"), a significant number of respondents remain open to using Generative AI in their arbitration practices.
- The majority of respondents reported that settlement or withdrawal of cases before final award occurred only rarely or occasionally. The main factors that facilitated settlement or withdrawal included legal/strategic advice, the costs of arbitration and the preservation of business relationships.

Factors that Contributed to Respondents' Choice to Use International Commercial Arbitration

EXHIBIT 5.1

FACTORS THAT CONTRIBUTED TO RESPONDENTS' CHOICE TO USE INTERNATIONAL COMMERCIAL ARBITRATION



5.1 The top three influences on respondents' choice to use international commercial arbitration were contractual obligation (58%), external counsel's advice (44%) and opponent's request (41%). This finding is partially consistent with the previous SIDRA Survey Final Reports. In both the 2024²⁹ and 2022³⁰ editions of the SIDRA Survey Final Reports, the top two factors were also contractual obligations and external counsel's advice, with an overwhelming 90% of respondents identifying contractual obligations as a factor that influenced their choice to go to arbitration. While the ranking orders of the top two influences are consistent in all three iterations of the SIDRA Survey, the absolute percentages have declined substantially, perhaps due to differences in the respondent pools across the years. It remains to be seen whether this result will be repeated in future.

5.2 Notably, unlike in previous years, in this iteration of the SIDRA Survey, the opponent's request has replaced in-house counsel's advice as the third most frequently chosen factor. That said, this year's SIDRA Survey findings continue to reflect the commercial reality that most international commercial arbitration cases arise out of pre-dispute arbitration clauses found in commercial contracts.³¹

²⁹ SIDRA Survey Final Report 2024 at Exhibit 5.1.

³⁰ SIDRA Survey Final Report 2022 at Exhibit 5.1.

³¹ Gary Born, International Commercial Arbitration (3rd ed), Kluwer Law International (2021) at 251.

5.3 Among Client Users, the top two influences were contractual obligation (47%) and in-house counsel’s advice (40%). Again, this is consistent with the 2024 and 2022 SIDRA Survey Final Reports, which demonstrates the significance of in-house counsel’s input on parties’ choice of dispute resolution mechanism.

Factors Affecting Respondents’ Decision to Use Arbitration and Respondents’ Satisfaction with Arbitration as a Mechanism

EXHIBIT 5.2



5.4 Direct enforceability (96%), finality (96%), impartiality (89%) and procedural flexibility (88%) were the top four factors contributing to respondents’ choice to use arbitration. Speed (87%), cost (86%) and clarity and transparency in rules and procedures (86%) also emerged as factors of significant importance to the respondents.

5.5 Direct enforceability was consistently the top-ranked factor across the years³² (albeit joint-top ranked in this year’s edition of the SIDRA Survey). This demonstrates the importance of the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (“**New York Convention**”) and the enforcement guarantees thereunder to the success of international arbitration.

5.6 The large majority of respondents were ‘somewhat satisfied’ or ‘very satisfied’ with the following factors: confidentiality (85%), clarity and transparency of rules (81%), finality (78%), procedural flexibility (76%) and impartiality (76%). This is broadly similar to the results from the 2024 and 2022 editions of the SIDRA Survey Final Reports.³³

5.7 The percentage of respondents who indicated satisfaction with the cost of arbitration has remained consistently below 50% throughout the years, with the lowest or second-lowest percentage of respondents reporting that they were ‘somewhat satisfied’ or ‘very satisfied’ with this aspect of international arbitration relative to the other factors. In this 2026 edition of the SIDRA Survey Final Report, 41% of respondents expressed satisfaction with the cost of arbitration; in the 2024 and 2022 SIDRA Survey Final Reports,³⁴ 30% of respondents did the same. While this is a slight improvement, the fact remains that only a minority of respondents are ‘somewhat satisfied’ or ‘very satisfied’ with the cost of international arbitration. That said, the situation looks brighter in relation to the speed of the process. In this 2026 edition of the SIDRA Survey Final Report, a slight majority of respondents (54%) were ‘somewhat satisfied’ or ‘very satisfied’ with the speed of arbitration. In comparison, back in 2024 and 2022, only a minority of respondents (42% and 41% respectively)³⁵ were ‘somewhat satisfied’ or ‘very satisfied’ with the speed of the process.

5.8 Although the persistently low percentage of respondents who are ‘somewhat satisfied’ or ‘very satisfied’ with the speed and cost of arbitration may be explained by the increasing complexity of arbitration, it remains concerning given the growing percentage of respondents who attribute importance to these factors. In this iteration of the SIDRA Survey, the significant majority identified speed (87%) and cost (86%) as ‘important’ or ‘absolutely crucial’ determinants to their choice of arbitration. This represents an increase from the SIDRA Survey Final Report 2024 (84% and 77%) and the SIDRA Survey Final Report 2022 (79% and 63%).³⁶ Taken altogether, this suggests that despite efforts by arbitral institutions and other stakeholders, there remains an increasing concern about the time and cost of arbitration.

5.9 Lower percentages of respondents were ‘somewhat satisfied’ or ‘very satisfied’ with arbitration’s political sensitivity (40%) and its indirect costs to client business (e.g. opportunity cost) (44%). The low percentage of those satisfied with the factor of political sensitivity has been relatively consistent through the years, with the corresponding figures from the SIDRA Survey Final Reports 2024 and 2022 standing at 48% and 42%, respectively.³⁷ As for the factor of indirect costs to client business, although it may represent a necessary trade-off when selecting contentious dispute resolution procedures such as arbitration, respondents nonetheless appear to have held higher expectations in this regard, with 68% of respondents citing this factor as an ‘important’ or ‘absolutely crucial’ factor in choosing arbitration. This is a significant development compared to previous iterations of the SIDRA Survey, where this factor was ranked comparatively lower (39% and 42% in the SIDRA Survey Final Reports 2024 and 2022 respectively).³⁸

³² SIDRA Survey Final Report 2024 at Exhibit 5.2; and SIDRA Survey Final Report 2022 at Exhibit 5.2.
³³ SIDRA Survey Final Report 2024 at Exhibit 5.2; and SIDRA Survey Final Report 2022 at Exhibit 5.2.
³⁴ *Id.*
³⁵ *Id.*
³⁶ *Id.*
³⁷ *Id.*
³⁸ *Id.*

Point of Interest

The 7th edition of the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”) (“SIAC Rules 2025”), which entered into force on 1 January 2025, introduces a range of significant changes specifically aimed at enhancing the efficiency and cost-effectiveness of arbitration proceedings.

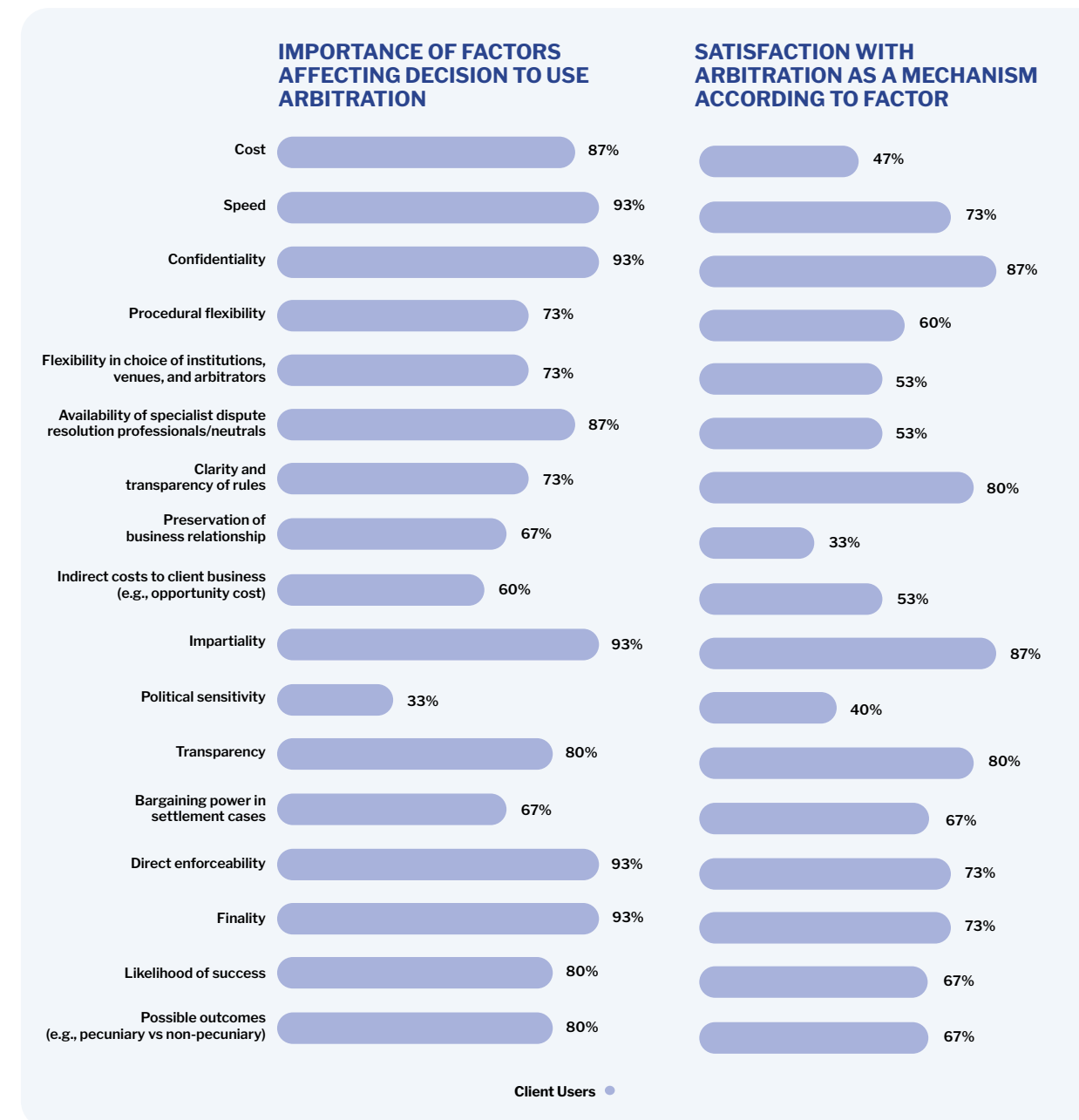
Alongside its existing Expedited Procedure, the SIAC Rules 2025 introduce a new Streamlined Procedure designed for low-value and low-complexity disputes, generally applicable to cases where the amounts in dispute do not exceed S\$ 1 million. The Streamlined Procedure applies automatically where the dispute value is below the established threshold, though it may also be invoked by agreement of the parties prior to the constitution of the tribunal. SIAC’s Streamlined Procedure features a sole arbitrator, compressed timelines, limited document/evidence production and other procedural mechanisms intended to ensure the speedy resolution of the dispute. The final award must be issued within 3 months of the date of the constitution of the arbitral tribunal — half the timeframe established for SIAC’s Expedited Procedure (6 months).³⁹

More significantly, under the Streamlined Procedure, both the tribunal’s fees and the SIAC administrative fees are capped at 50% of the maximum limits prescribed in the SIAC Schedule of Fees. This cost-control mechanism represents a formidable effort from the institution to enhance accessibility to and affordability of arbitration, particularly for small and medium-size businesses.⁴⁰

Another important reform introduced in the SIAC Rules 2025 is the new Rule 46, which concerns preliminary determinations. Rule 46 expressly provides for the tribunal’s power to decide different issues at different stages of the proceedings. This mechanism enables the tribunal to decide discrete matters — such as jurisdiction, admissibility, or points of law — at a preliminary stage. Such determination may be made at the joint request of the parties, upon application by one party where it demonstrates that such determination would save time and costs or expedite the resolution of the dispute, or ex officio by the tribunal where the circumstance of the case warrant it. The tribunal is required to issue its decision, ruling, order, or award within 90 days from the date of the relevant application.⁴¹



EXHIBIT 5.3



5.10 For Client Users, speed, confidentiality, impartiality, direct enforceability and finality were all identified as ‘absolutely crucial’ or ‘important’ by the greatest percentage of respondents (93%) in deciding whether to use arbitration.

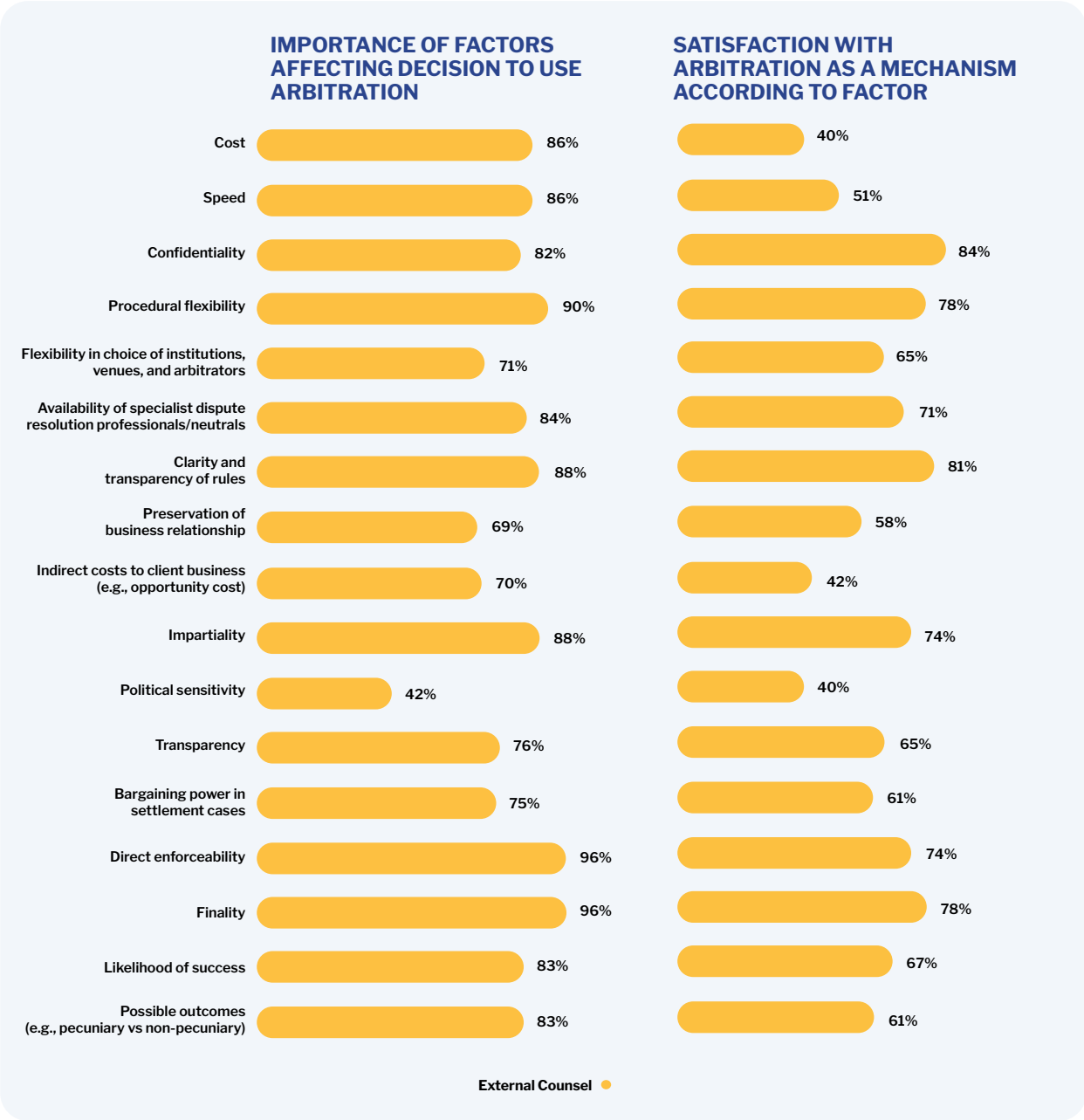
5.11 A large majority of Client Users were ‘somewhat satisfied’ or ‘very satisfied’ with the following factors: confidentiality (87%), impartiality (87%), transparency (80%), clarity and transparency of rules (80%), speed (73%), direct enforceability (73%), and finality (73%). Notably, only 33% of Client Users were ‘somewhat satisfied’ or ‘very satisfied’ with arbitration’s ability to preserve business relationships. Considering that 67% of Client Users considered this factor ‘important’ or ‘absolutely crucial’ to their choosing arbitration, this perhaps evinces arbitration falling short of Client Users’ relatively high expectations.

³⁹ SIAC Rules 2025. See, SIAC, Highlights of the SIAC Rules 2025, available at <https://siac.org.sg/wp-content/uploads/2024/06/Highlights-of-the-SIAC-Rules-2025.pdf>.

⁴⁰ *Id.*

⁴¹ Rule 46, SIAC Rules 2025. See, SIAC, Highlights of the SIAC Rules 2025, available at <https://siac.org.sg/wp-content/uploads/2024/06/Highlights-of-the-SIAC-Rules-2025.pdf>.

EXHIBIT 5.4



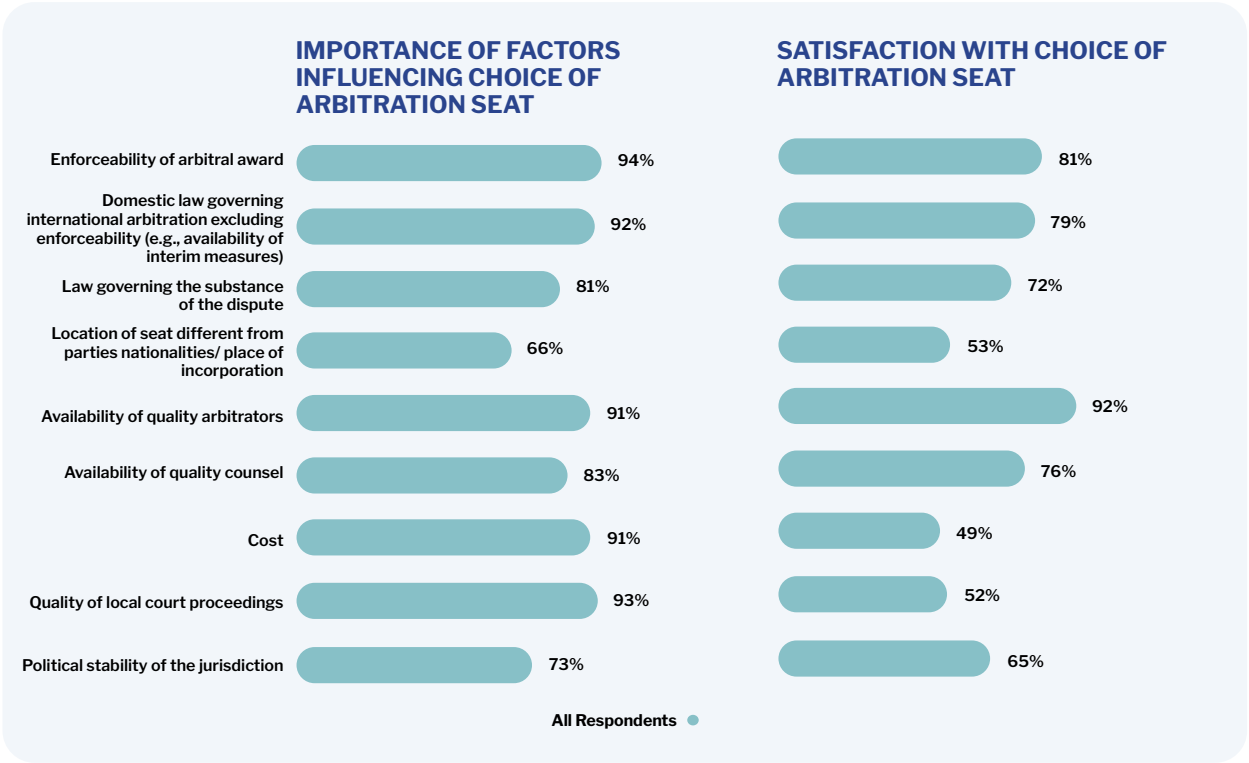
- 5.12** For External Counsel, finality (96%), direct enforceability (96%), procedural flexibility (90%), impartiality (88%) and the clarity and transparency of rules (88%) were the top-ranked factors in deciding whether to use arbitration. This is broadly similar to the findings in the SIDRA Survey Final Report 2024.⁴²
- 5.13** Most External Counsel were ‘somewhat satisfied’ or ‘very satisfied’ with the confidentiality (84%), as well as the top-ranked factors mentioned above: 78% were ‘somewhat satisfied’ or ‘very satisfied’ with finality, 74% with direct enforceability, 78% with procedural flexibility, 74% with impartiality and 81% with the clarity and transparency of rules. Only a minority (or bare majority) of respondents were ‘somewhat satisfied’ or ‘very satisfied’ with cost (40%), political sensitivity (40%), indirect costs to client business (42%) and speed (51%).

⁴² SIDRA Survey Final Report 2024 at Exhibit 5.4.

5.14 A notable difference between Client Users and External Counsel emerged from the comparative analysis of SIDRA Survey data. The importance-satisfaction dynamic in relation to two key factors, cost and speed, has shifted between the two groups of respondents. The SIDRA Survey Final Report 2024 reported a wider gap between importance and satisfaction regarding these factors among Client Users as compared to External Counsel. In the current iteration of the Survey, however, it is the External Counsel who felt a wider gap between importance and satisfaction. Specifically, 86% of External Counsel considered cost and speed as ‘important’ or ‘absolutely crucial’ factors in choosing arbitration; yet only 40% and 51%, respectively, expressed that they were ‘somewhat satisfied’ or ‘very satisfied’ with these aspects of arbitration. By contrast, 87% and 93% of Client Users regarded cost and speed, respectively, as ‘important’ or ‘absolutely crucial’ considerations, while 47% and 73% reported that they were ‘somewhat satisfied’ or ‘very satisfied’ with these factors, respectively.

 Factors Affecting Choice of Seat of Arbitration and Respondents’ Satisfaction with Seat of Arbitration

EXHIBIT 5.5



5.15 In selecting the seat of arbitration, an overwhelming 94% of respondents considered the enforceability of the arbitral award as an ‘important’ or ‘absolutely crucial’ factor. Similarly, 93% emphasised the quality of local court proceedings and 92% highlighted the significance of the domestic law governing international arbitration (excluding enforceability). These three considerations have consistently been ranked among the top factors in previous editions of the SIDRA Survey Final Reports.⁴³ These findings underscore the importance of the seat of arbitration, which determines the domestic legal framework applicable to an arbitration process, including the procedures governing potential annulment of arbitral awards. Other significant considerations that weighed on the minds of a significant percentage of respondents include cost (91%), availability of quality arbitrators (91%), availability of quality counsel (83%) and the law governing the substance of the dispute (81%).

⁴³ SIDRA Survey Final Report 2024 at Exhibit 5.5; SIDRA Survey Final Report 2022 at Exhibit 5.5..

5.16 When it comes to the respondents’ satisfaction with their chosen seats of arbitration, the data indicated that 92% were ‘somewhat satisfied’ or ‘very satisfied’ with the availability of quality arbitrators. This was followed by the enforceability of arbitral awards (81%) and the domestic law governing international arbitration (excluding enforceability) (79%). However, respondents’ expectations were not matched by a corresponding level of satisfaction in relation to the quality of local court proceedings and cost, with only 52% and 49% of respondents satisfied with these factors at their chosen seats of arbitration, respectively. This gap suggests that parties’ actual experience of court supervision of arbitration falls short of their expectations, even at seats they have chosen.

 Point of Interest

The newly adopted Arbitration Law of the People’s Republic of China (“**PRC**”) (“**PRC Arbitration Law**”) introduces, for the first time, provisions on the recognition and enforcement of arbitral awards. Article 88 of the law designates competent intermediate People’s Courts to consider applications for the recognition and enforcement of arbitral awards in accordance with the international treaties concluded or acceded to by China or the principle of reciprocity. Interestingly, consonant with the reciprocity principle, Article 88 also provides that where an arbitral institution operating in a foreign jurisdiction imposes restrictive or discriminatory measures against citizens, legal persons, or other organisations of the PRC, the relevant Chinese authorities may adopt reciprocal measures against the parties from that jurisdiction.

This enforcement framework is complemented by Article 86 of the legislation, which expressly allows foreign arbitral institutions to establish offices and administer cross-border arbitrations in areas like pilot free trade zones and the Hainan Free Trade Port. While parties to foreign-related arbitrations are encouraged to select a Chinese arbitral institution (see Article 87 of PRC Arbitration Law), foreign institutions established in the PRC may conduct foreign-related arbitration activities in accordance with relevant national regulations.⁴⁴

The new PRC Arbitration Law, which seeks to align the PRC’s arbitration ecosystem more closely with international standards and better meet the needs of cross-border commercial arbitration, represents a significant milestone in the development of arbitration in mainland China. The law was adopted on 12 September 2025 and came into effect on 1 March 2026.

⁴⁴ Arbitration Law of the People’s Republic of China (2025). See also, Herbert Smith Freehills Kewei, ‘PRC adopts new Arbitration Law’, available at <https://www.hsfkramer.com/notes/arbitration/2025-10/prc-adopts-new-arbitration-law>.

EXHIBIT 5.6

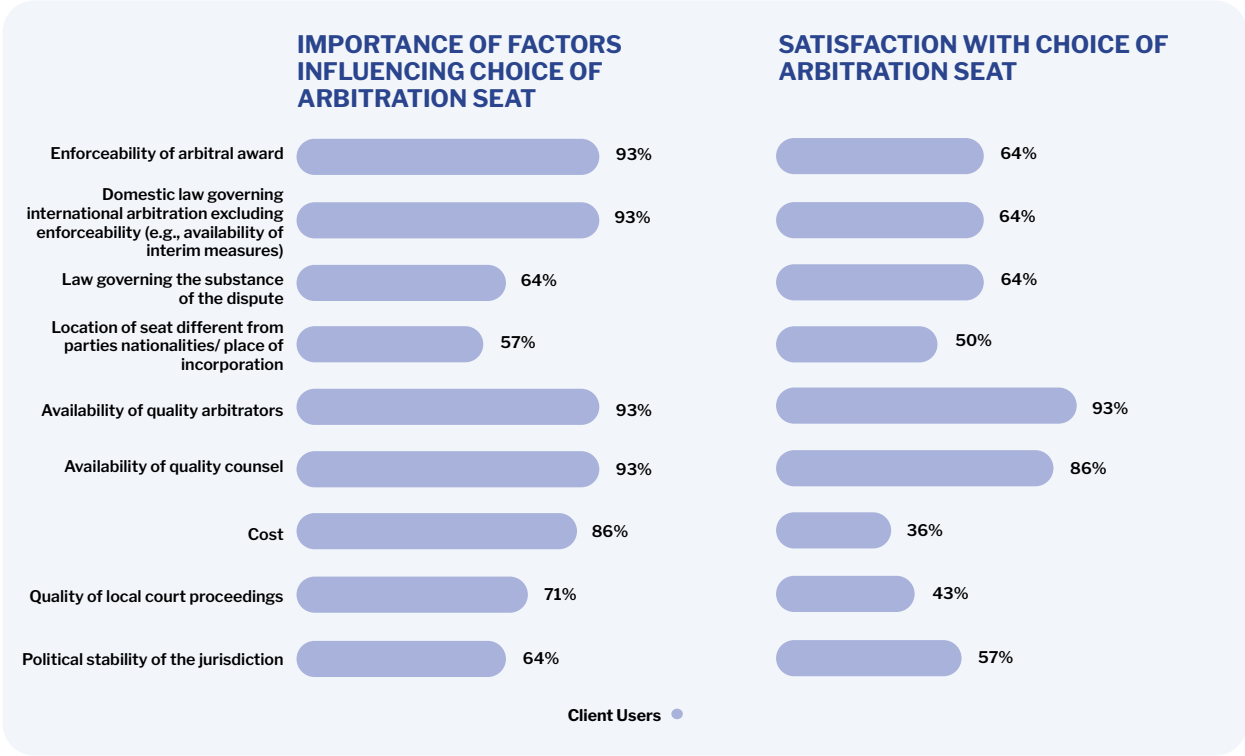
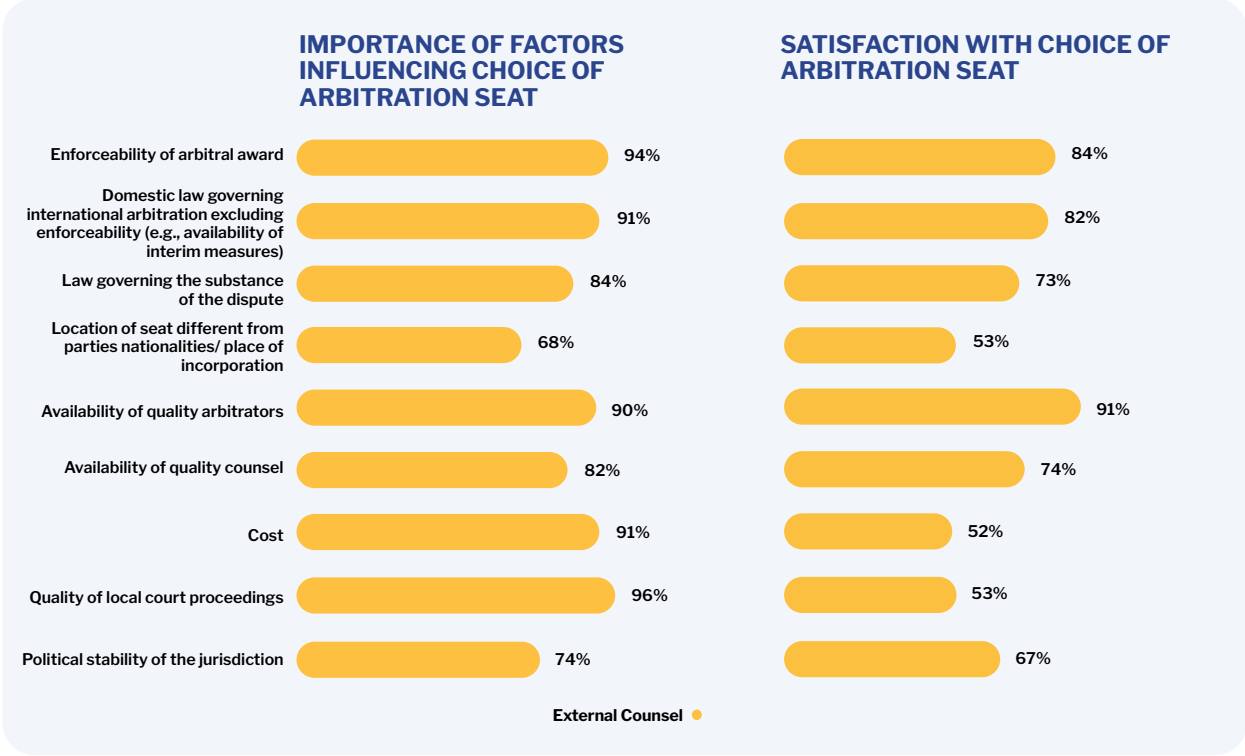


EXHIBIT 5.7



- 5.17** The vast majority of Client Users considered the enforceability of arbitral awards, the availability of quality arbitrators, domestic law governing international arbitration (excluding enforceability) and the availability of quality counsel (all at 93%) as ‘important’ or ‘absolutely crucial’ when choosing the seat of arbitration. Quality of local court proceedings (96%) and enforceability of arbitral awards (94%) were overwhelmingly chosen by External Counsel as ‘important’ or ‘absolutely crucial’, followed by domestic law governing international arbitration (excluding enforceability) and cost (both at 91%).
- 5.18** The percentage of External Counsel who chose cost as ‘important’ or ‘absolutely crucial’ is unusually high in this iteration of the SIDRA Survey (91%), even exceeding that of Client Users (86%). Among Client Users, the lowest percentage of respondents found it ‘important’ or ‘absolutely crucial’ for the location of the seat to be different from parties’ nationalities/place of incorporation (57%) – another noteworthy development in this category.
- 5.19** Both groups of users had the least number of respondents who were content with the cost of arbitration at their chosen seats, with only 36% of Client Users and 52% of External Counsel being ‘somewhat satisfied’ or ‘very satisfied’ with this factor. This is unsurprising in light of the widespread dissatisfaction with the costs of international commercial arbitration among users worldwide.

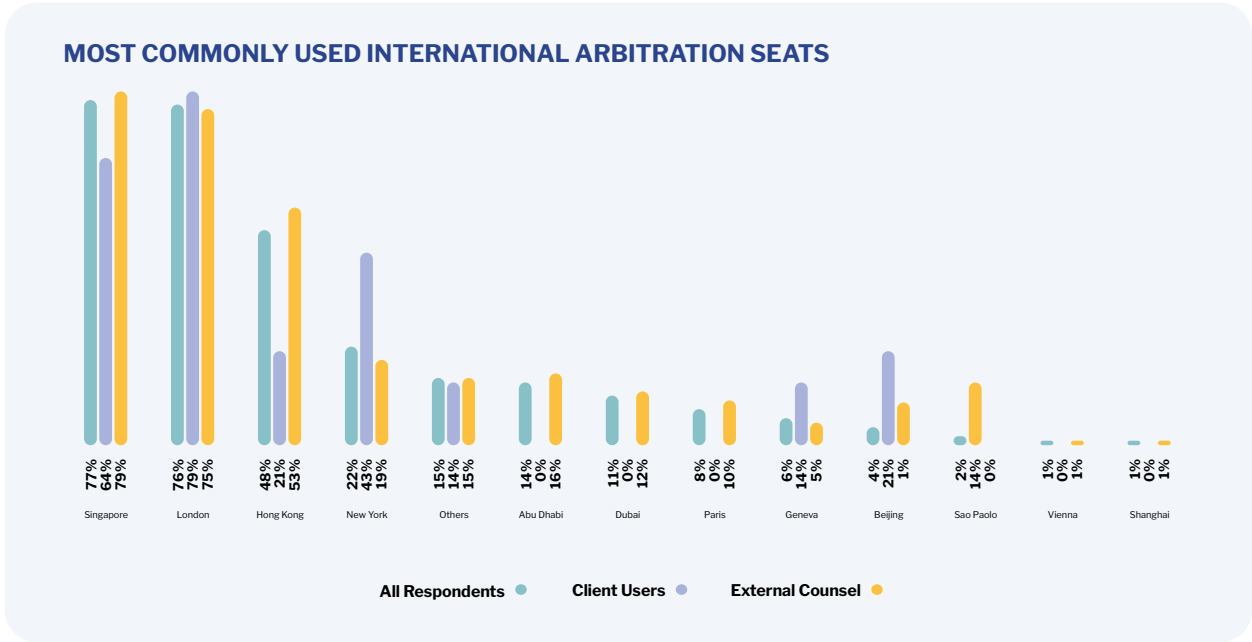
 Point of Interest

The new PRC Arbitration Law codifies the concept of the seat of arbitration that had previously only been recognised through judicial practice rather than explicit statutory provision. Article 81 permits parties in cross-border arbitrations to designate the seat of arbitration. In the absence of prior agreement between the parties, the seat determines the law applicable to the arbitration procedure. The seat further determines the supervising courts and the nationality of the award.

Article 81 also provides guidance in situations where parties have failed to agree on the seat of arbitration. In such cases, the seat shall be determined in accordance with the applicable arbitration rules. Where the rules are silent, arbitral tribunals are empowered to designate the seat based on the circumstances of the case and in accordance with the principle of facilitating dispute resolution.⁴⁵

 Most Commonly Used International Arbitration Seats

EXHIBIT 5.8



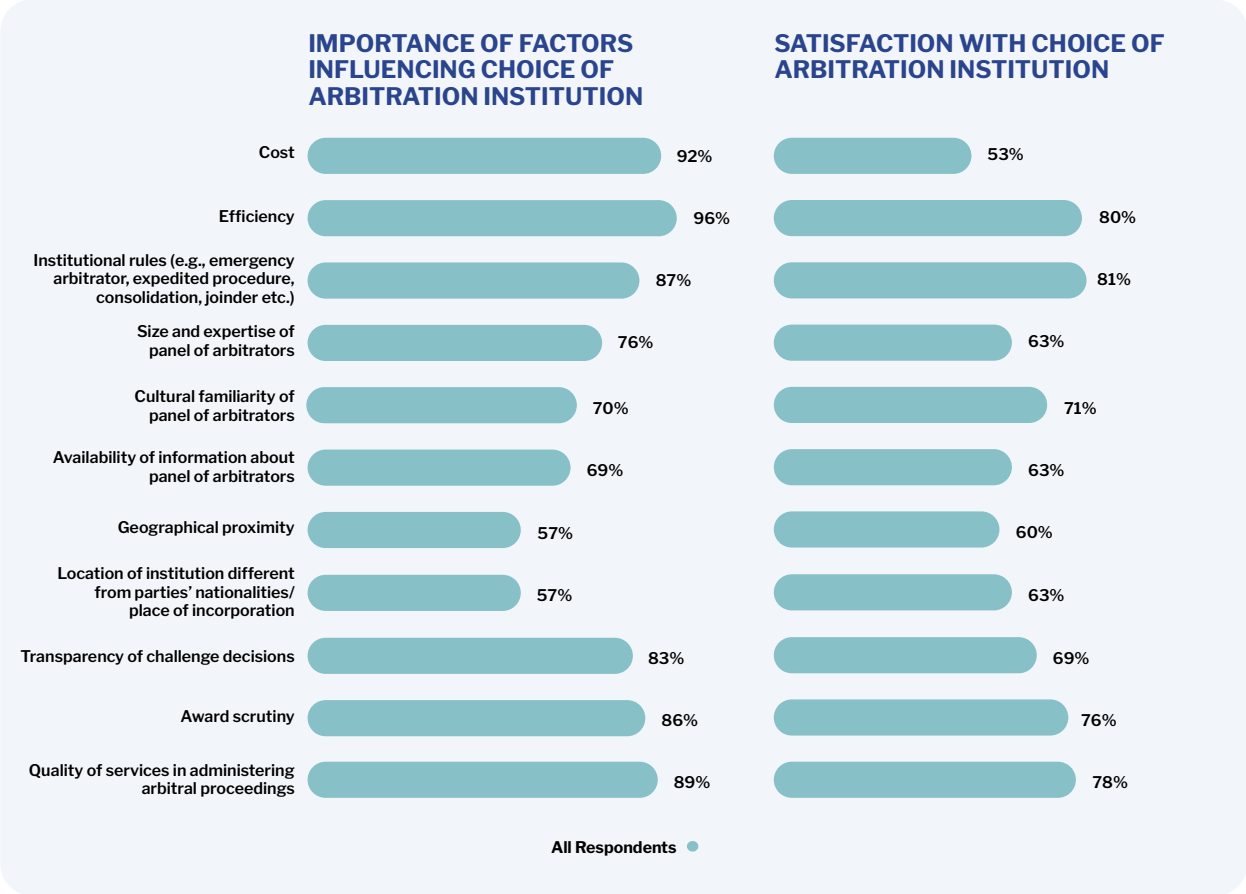
- 5.20** Respondents were asked to identify their top three most commonly used international commercial arbitration seats. Singapore (77%), London (76%) and Hong Kong (48%) were chosen most frequently, continuing the trend noted in the SIDRA Survey Final Reports 2024 and 2022.⁴⁶ This reflects the arbitration-friendly reputations of these three jurisdictions, though it should be noted that these findings likely also reflect the geographic profiles of the respondents, who were predominantly from Asia.
- 5.21** New York (22%) emerged as the next most frequently selected seat. This was followed by the ‘Others’ category (15%), which surpassed Abu Dhabi (14%) and Dubai (11%). Notably, the stronger showing of Abu Dhabi and Dubai compared to established international seats such as Paris (8%) and Geneva (6%) suggests the growing prominence of the Middle East and the arbitration practice developing in that region. Respondents who selected ‘Others’ (15%) identified a variety of seats, reflecting the increasingly global profile of arbitration and the rise of new regional arbitration seats. These seats included: Miami, Washington DC, Helsinki, Shenzhen, Seoul, Amsterdam, Kuala Lumpur, Jakarta and New Zealand.
- 5.22** Both Client Users and the External Counsel most frequently selected Singapore and London as the seats of their arbitrations, with Client Users showing a preference for London (79%) over Singapore (64%). Client Users’ seat preferences appear more concentrated, likely reflecting their greater reliance on external counsel when it comes to the choice of seat. This reflects external counsel’s dominant role in advising on and often determining the choice of seat for their clients, as well as the increasingly internationalised practice of law firms in the field of international arbitration.

⁴⁵ Article 81, Arbitration Law of the People’s Republic of China (2025). See also, Herbert Smith Freehills Kewei, ‘PRC adopts new Arbitration Law’, available at <https://www.hsfkramer.com/notes/arbitration/2025-10/prc-adopts-new-arbitration-law>.

⁴⁶ SIDRA Survey Final Report 2024 at Exhibit 5.6; SIDRA Survey Final Report 2022 at Exhibit 5.6.

Factors Affecting Choice of Arbitration Institutions and Respondent's Satisfaction with Choice of Arbitration Institution

EXHIBIT 5.9

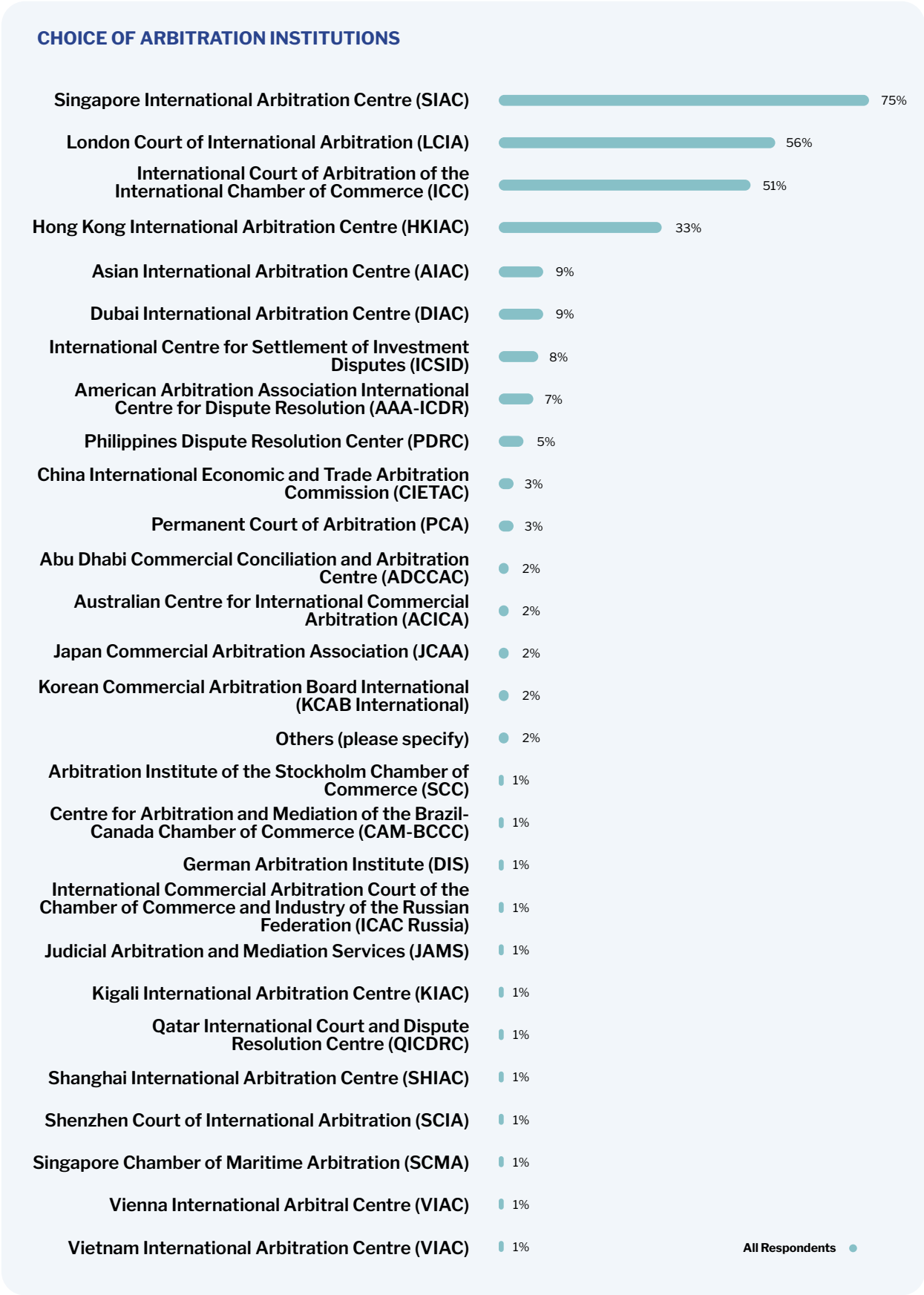


- 5.23 When choosing an arbitration institution, the top considerations highlighted by the respondents were efficiency (96%), cost (92%), quality of services in administering arbitral proceedings (89%) and institutional rules (e.g. emergency arbitrator, expedited procedure, consolidation, joinder, etc.) (87%). Other significant considerations included award scrutiny (86%), transparency of challenge decisions (83%) and the size and expertise of the panel of arbitrators (76%). In choosing an arbitration institution, fewer users identified geographical proximity and the location of the institution being different from parties' nationality/place of incorporation as 'important' or 'absolutely crucial' factors (both at 57%).
- 5.24 The top factors that the respondents were 'somewhat satisfied' or 'very satisfied' with in relation to their chosen arbitration institutions included institutional rules (81%), efficiency (80%), quality of services in administering arbitral proceedings (78%), award scrutiny (76%) and cultural familiarity of the panel of arbitrators (71%). This data largely corresponds to the findings of the SIDRA Survey Final Report 2024, with one notable difference. In this year's iteration of the SIDRA Survey, more respondents (71%) have recorded satisfaction with the cultural familiarity of the panel of arbitrators compared to the SIDRA Survey Final Report 2024 (55%).⁴⁷
- 5.25 This is encouraging considering that the percentage of respondents who considered this factor as 'important' or 'absolutely crucial' has remained close to the same, at 70% in this iteration of the SIDRA Survey and 67% in the 2024 edition. This data reflects the reality that international arbitration does not operate in a cultural vacuum and underscores the importance of cultural awareness in ensuring a fair, efficient and credible arbitration process for all parties involved.

⁴⁷ SIDRA Survey Final Report 2024 at Exhibit 5.9.

Choice of Arbitration Institution

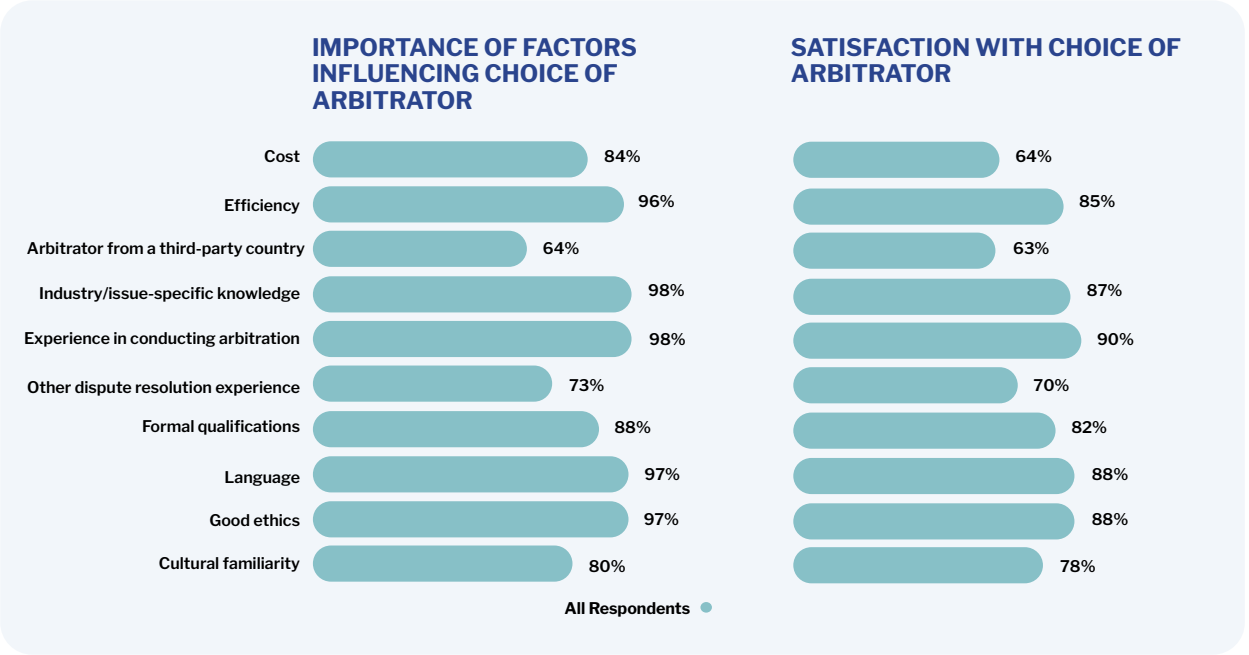
EXHIBIT 5.10



5.26 Respondents were asked to name their top three most commonly used international commercial arbitration institutions. The three most commonly used institutions were the SIAC (75%), the London Court of International Arbitration (“**LCIA**”) (56%), and the International Court of Arbitration of the International Chamber of Commerce (“**ICC**”) (51%). These same institutions ranked at the top in the SIDRA Survey Final Reports 2024 and 2022, albeit with one notable difference: in the present iteration of the SIDRA Survey, the LCIA has replaced the ICC as the second-ranked institution among the top three.⁴⁸ These institutions are globally recognised leaders in international commercial arbitration, administering complex, high-value, cross-border commercial disputes, and offering neutral, trusted and high-quality dispute resolution services. The LCIA’s stronger showing is worth noting. It may reflect the growing volume of disputes with European counterparties governed by English law, or a broader perception that the LCIA offers competitive services relative to cost. The Hong Kong International Arbitration Centre (“**HKIAC**”) was also popular among respondents (33%), consistent with Hong Kong’s position as a frequently selected seat of arbitration.

Factors Affecting Choice of Arbitrator and Respondents’ Satisfaction with Choice of Arbitrator

EXHIBIT 5.11

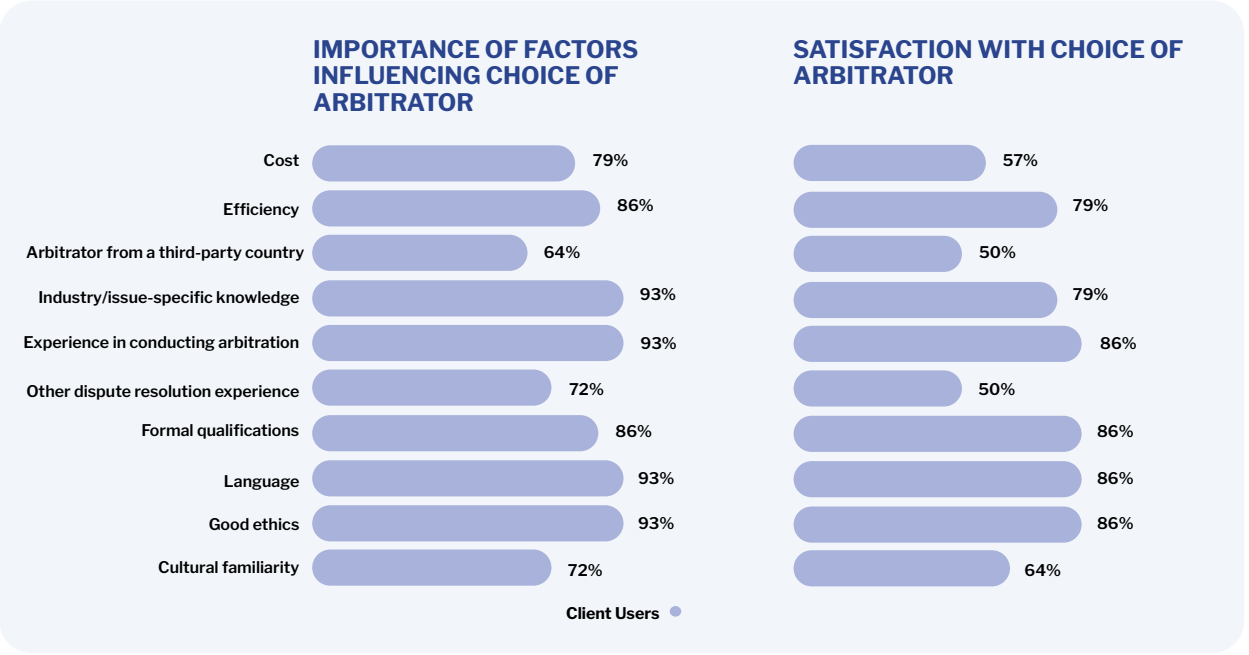


5.27 The largest portion of respondents identified arbitrators’ industry/issue-specific knowledge and experience in conducting arbitration (both at 98%) as ‘important’ or ‘absolutely crucial’ factors to consider when selecting an arbitrator. Slightly smaller, yet still overwhelming, percentages of respondents highlighted good ethics (97%), language abilities (97%) and efficiency (96%), as ‘important’ or ‘absolutely crucial’ considerations. These trends are broadly consistent with the SIDRA Survey Final Reports 2024 and 2022.⁴⁹

5.28 A substantial majority of respondents recorded satisfaction with all the criteria they had identified as ‘important’ or ‘absolutely crucial’ in selecting their arbitrators, including experience in conducting arbitration (90%), good ethics (88%) and language abilities (88%) of their chosen arbitrators. The least number of respondents were satisfied with the factor relating to having the arbitrator come from a third-party country (63%). However, this figure closely corresponds to the percentage of respondents (64%) who considered this factor as ‘important’ or ‘absolutely crucial’. Overall, the findings on respondent satisfaction with arbitrators are consistent with the data collected through SIDRA Survey Final Report 2024.⁵⁰

⁴⁸ SIDRA Survey Final Report 2024 at Exhibit 5.10; SIDRA Survey Final Report 2022 at Exhibit 5.10.
⁴⁹ SIDRA Survey Final Report 2024 at Exhibit 5.14; SIDRA Survey Final Report 2022 at Exhibit 5.14.
⁵⁰ SIDRA Survey Final Report 2024 at Exhibit 5.14.

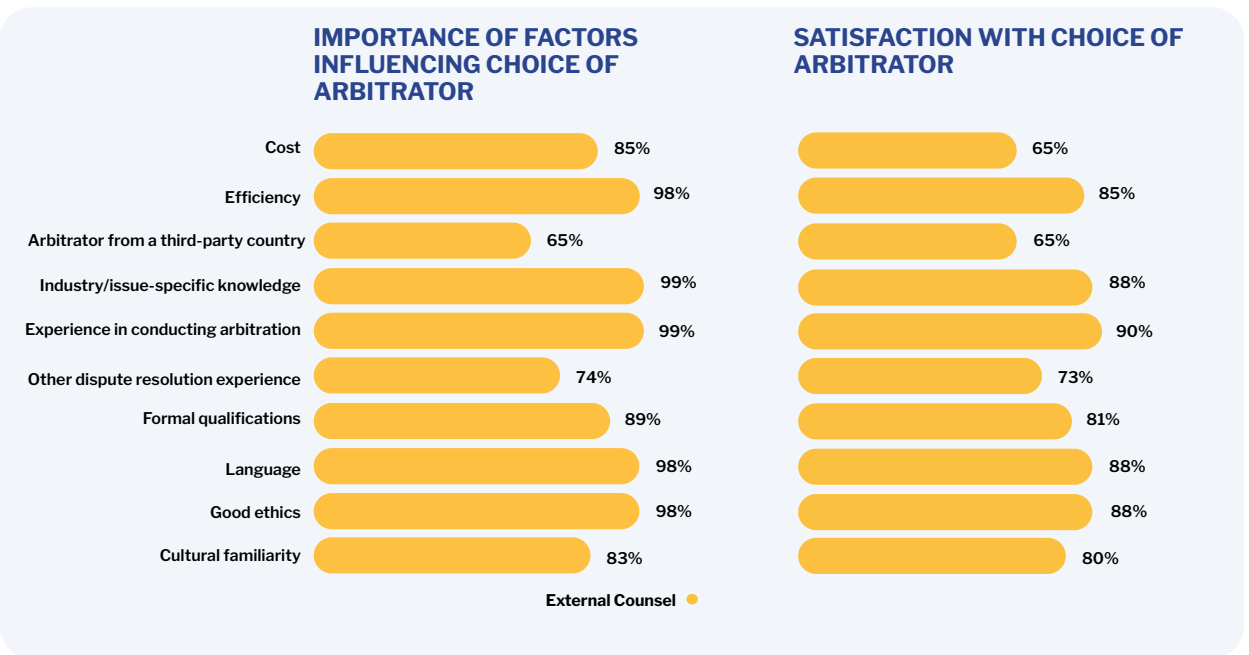
EXHIBIT 5.12



5.29 The majority of Client Users selected the following as ‘important’ or ‘absolutely crucial’ factors in choosing their arbitrators: experience in conducting arbitration, industry/issue-specific knowledge, good ethics and language abilities (all at 93%). The least number of Client Users considered it ‘important’ or ‘absolutely crucial’ that the arbitrator comes from a third-party country (64%).

5.30 Among the listed factors, the highest percentage of Client Users (86%) were ‘somewhat satisfied’ or ‘very satisfied’ with their chosen arbitrators’ experience in conducting arbitration, formal qualifications, language and good ethics. The factors with the least number of satisfied Client Users include arbitrators coming from a third-party country and other dispute resolution experience (both at 50%). This corresponds with the relatively lower number of respondents finding these factors as ‘important’ or ‘absolutely crucial’ (64% and 72%, respectively) when selecting their arbitrators.

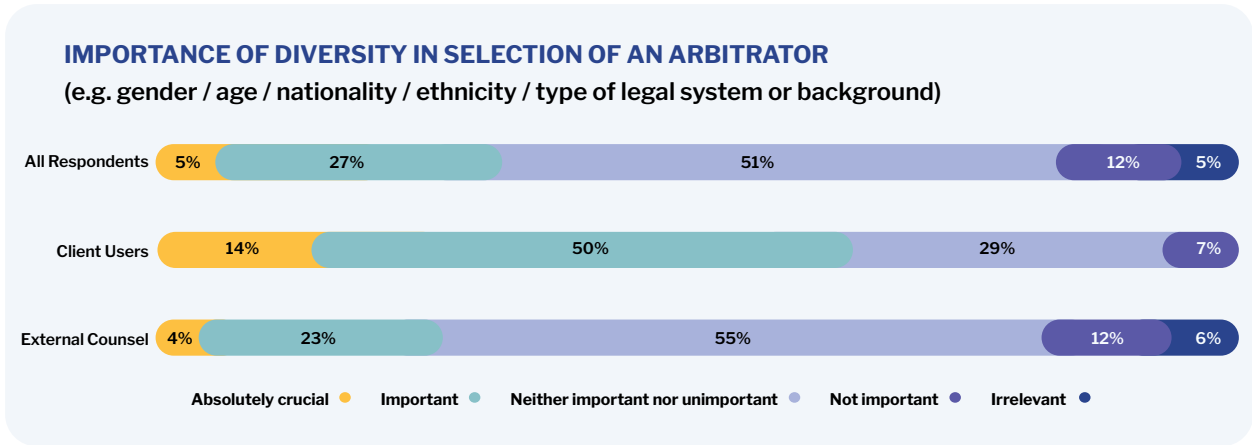
EXHIBIT 5.13



- 5.31** There is a significant overlap between the factors prioritised by External Counsel and Client Users in the selection of arbitrators. Experience in conducting arbitration and industry/issue-specific knowledge were identified as ‘important’ or ‘absolutely crucial’ factors by 99% of External Counsel. Other factors widely recognised as ‘important’ or ‘absolutely crucial’ included good ethics, efficiency, and language abilities (all at 98%).
- 5.32** Like Client Users, a substantial majority of External Counsel were ‘somewhat satisfied’ or ‘very satisfied’ with their arbitrators’ experience in conducting arbitration (90%), good ethics (88%), industry/issue-specific knowledge (88%) and language abilities (88%). In addition, 85% of External Counsel expressed satisfaction with arbitrators’ efficiency. The least number of External Counsel was recorded as satisfied in relation to the arbitrators coming from a third-party country and the cost of arbitrators’ services (both at 65%). External Counsel’s concerns with respect to these criteria match the comparatively low satisfaction of Client Users regarding the same factors.

 Importance of Diversity in the Selection of an Arbitrator

EXHIBIT 5.14



- 5.33** Respondents were asked to assess the importance of diversity in their selection of arbitrators. 27% of all respondents indicated that diversity was ‘important’ and only 5% considered it ‘absolutely crucial’, resulting in a combined figure of 32% of all respondents who considered diversity as a key factor in this iteration of the SIDRA Survey. This represents a decline compared to previous iterations of the SIDRA Survey: 59% in the SIDRA Survey Final Report 2024, and 57% in the SIDRA Survey Final Report 2022.⁵¹ Some possible explanations for this downward trend may include shifts in the broader political and corporate awareness regarding diversity or perhaps a shift in dynamics resulting from the substantial efforts undertaken by arbitration institutions to promote greater diversity in the selection and appointment of arbitrators. It remains to be seen whether this is a one-off aberration or a regrettable, sustained development in this area.

- 5.34** A markedly lower percentage of External Counsel (27%) regarded diversity as ‘important’ or ‘absolutely crucial’ compared to Client Users (64%). A comparison with the findings of the previous edition of the SIDRA Survey Final Report reveals a widening divergence in the approach to this issue between the two groups of respondents. In the SIDRA Survey Final Report 2024, 61% of External Counsel considered diversity to be ‘important’ or ‘absolutely crucial’ (significantly higher than the current edition), whereas the corresponding figure for Client Users was 46%⁵² (significantly lower than the data from this present edition). Since External Counsel play the dominant practical role in nominating and selecting arbitrators — both in party appointments and in advising on arbitral institutions — their dramatically reduced concern for diversity (down from 61% in 2024) may act as a structural constraint on progress, regardless of institutional efforts. The concern, in other words, is that client-level demand for diversity may not translate into diverse appointment decisions if the intermediaries who operationalise those decisions are less concerned about the issue. This point reinforces the importance of diversity provisions embedded in institutional rules — such as HKIAC’s Article 9A — precisely because they operate independently of counsel preference.

 Point of Interest

2024 saw several examples of increasing inclusivity in institutional arbitration practices around the globe. In May 2024, the HKIAC introduced a new provision in its 2024 HKIAC Administered Arbitration Rules that expressly addresses diversity in the appointment of arbitrators. The newly adopted Article 9A explicitly encourages parties and co-arbitrators to take diversity into account when choosing arbitrators and affirms HKIAC’s commitment to doing the same in cases of institutional appointments.⁵³

In December 2024, the LCIA released Equality, Diversity, and Inclusion (“**EDI**”) Guidelines. The guidelines set out non-binding recommendations encouraging the use of EDI principles at various stages of arbitral proceedings, including in the process of selection and appointment of arbitrators. Among other measures, the guidelines promote respectful and professional communication, the use of gender-neutral language, sensitivity to cultural differences, and procedural adjustments and accommodation to address the diverse needs of the parties.⁵⁴ While not mandatory, the Guidelines manifest an institutional commitment to fostering greater inclusivity within arbitral culture and practice.

These institutional reforms reflect a broader institutional trend in international arbitration toward promoting greater diversity across gender, nationality, ethnicity, age and professional background within arbitral tribunals. Such institutional reforms enhance transparency in institutional appointments and align these institutions with global initiatives advocating more representative and inclusive tribunals. Notably, by incorporating diversity considerations directly into its Administered Arbitration Rules, HKIAC moved beyond soft-law instruments and reinforced the expectation that diversity forms part of good arbitral practice.

⁵¹ SIDRA Survey Final Report 2024 at Exhibit 5.17; SIDRA Survey Final Report 2022 at Exhibit 5.17.

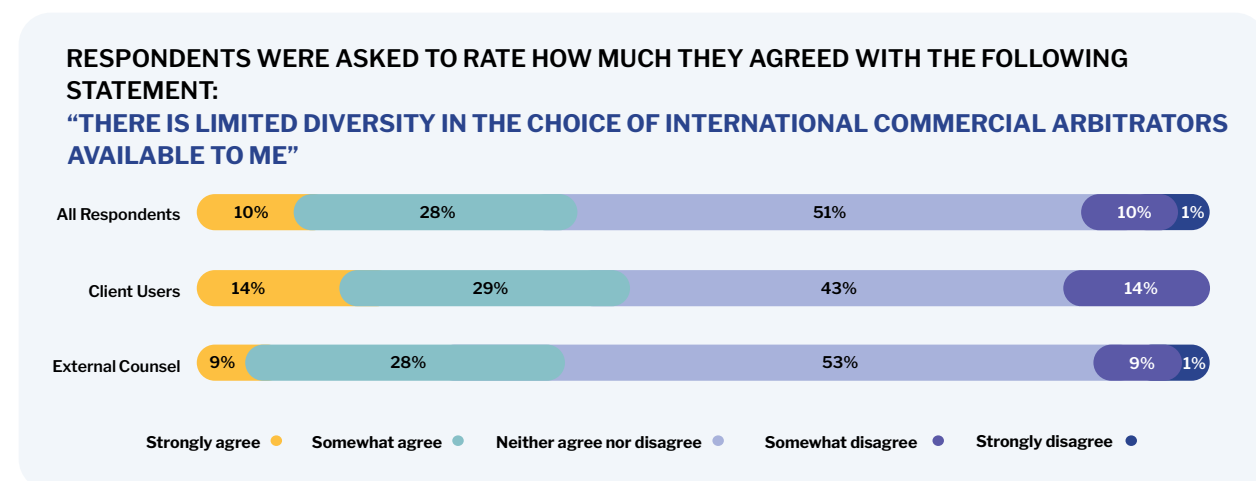
⁵² SIDRA Survey Final Report 2024 at Exhibit 5.17.

⁵³ Article 9A, HKIAC 2024 Administered Arbitration Rules.

⁵⁴ LCIA, ‘LCIA Equality, Diversity, and Inclusion (EDI) Guidelines’, available at <https://www.lcia.org/edi-guidelines.aspx>.

Limited Diversity in the Choice of International Commercial Arbitrators

EXHIBIT 5.15

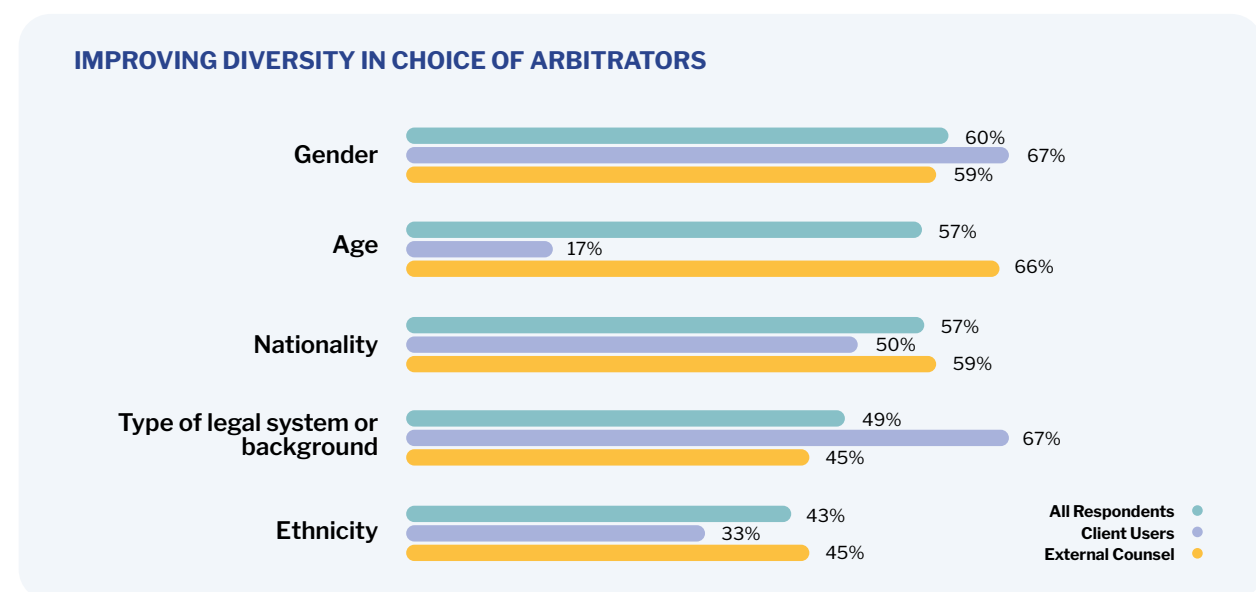


5.35 In this iteration of the SIDRA Survey, respondents were asked to indicate the extent to which they agreed with the statement, “[t]here is limited diversity in the choice of International Commercial Arbitrators available to me.” Overall, 10% of respondents strongly agreed with the statement, and 28% somewhat agreed with it, resulting in a combined total of 38%. This also represents a significant decline compared to the SIDRA Survey Final Reports 2024 and 2022, in which 56% of respondents agreed with the afore-mentioned statement.⁵⁵

5.36 A slightly higher percentage of Client Users (43%) either somewhat agreed or strongly agreed with the statement, as compared to External Counsel (37%) who expressed the same levels of agreement.

Improving Diversity in Choice of Arbitrators

EXHIBIT 5.16



⁵⁵ SIDRA Survey Final Report 2024 at Exhibit 5.18; SIDRA Survey Final Report 2022 at Exhibit 5.18.

5.37 The greatest percentage of respondents (60%) would like to see more diversity in the gender, age (57%) and nationality (57%) of arbitrators. This was a slight change from the SIDRA Survey Report 2024, in which the majority of respondents wanted more diversity in the nationality of arbitrators, followed by the ethnicity of arbitrators.⁵⁶

Point of Interest

In 2024, the ICC reached notable milestones in advancing gender diversity within arbitral appointments. Women accounted for 28.6% (408) of all arbitrator confirmations and appointments. The ICC Court appointed and/or nominated women in 46% of its appointments, an increase from 41% in 2023 and 42% in 2022. Women also served as sole arbitrators in 43% of cases and as tribunal presidents in 36% of cases. Significantly, women comprised over 50% of emergency arbitrator appointments in 2024. In total, female arbitrators appointed or confirmed by the ICC that year represented 63 different jurisdictions, underscoring both gender and geographic diversity gains.⁵⁷

Looking now at the LCIA, in 2024 it maintained its strong progress in gender diversity, with women comprising 33% of all appointed arbitrators, compared to 34% in 2023. Notably, the LCIA Court appointed women in 45% of its direct appointments. Furthermore, 49% of new, first-time appointees in 2024 were women, indicating continued efforts to broaden the pool of arbitrators.⁵⁸ Geographical diversity also improved, with 45% of arbitrator appointments being of non-British arbitrators, up from 42% in 2023, reflecting the LCIA’s increasingly international profile.⁵⁹

In 2026, the International Council for Commercial Arbitration (“ICCA”) released the ICCA Reports No. 8: Report of the Cross-Institutional Task Force on Gender Diversity in Arbitral Appointments and Proceedings.⁶⁰ This report builds on the work done by the Task Force in 2020 and tracks progress in diversity across international arbitration. It records an increase in women’s representation on arbitral tribunals from 12.8% in 2015 to 25.3% in 2024, driven largely by institutional appointments, while party appointments remain a key area for improvement. The report also expands its focus to expert witnesses and repeat appointments, highlighting ongoing challenges in broadening participation across the arbitration community.

⁵⁶ SIDRA Survey Final Report 2024 at Exhibit 5.20.

⁵⁷ ICC Dispute Resolution Statistics: 2024, available at <https://iccwbo.org/news-publications/news/icc-dispute-resolution-statistics-2024/>; see also Herbert Smith Freehills Kramer, ‘ICC 2024 Dispute Resolution Report: Caseloads, Complexity, and Global Reach’, available at <https://www.hsfkramer.com/notes/arbitration/2025-06/icc-2024-case-report-caseloads>.

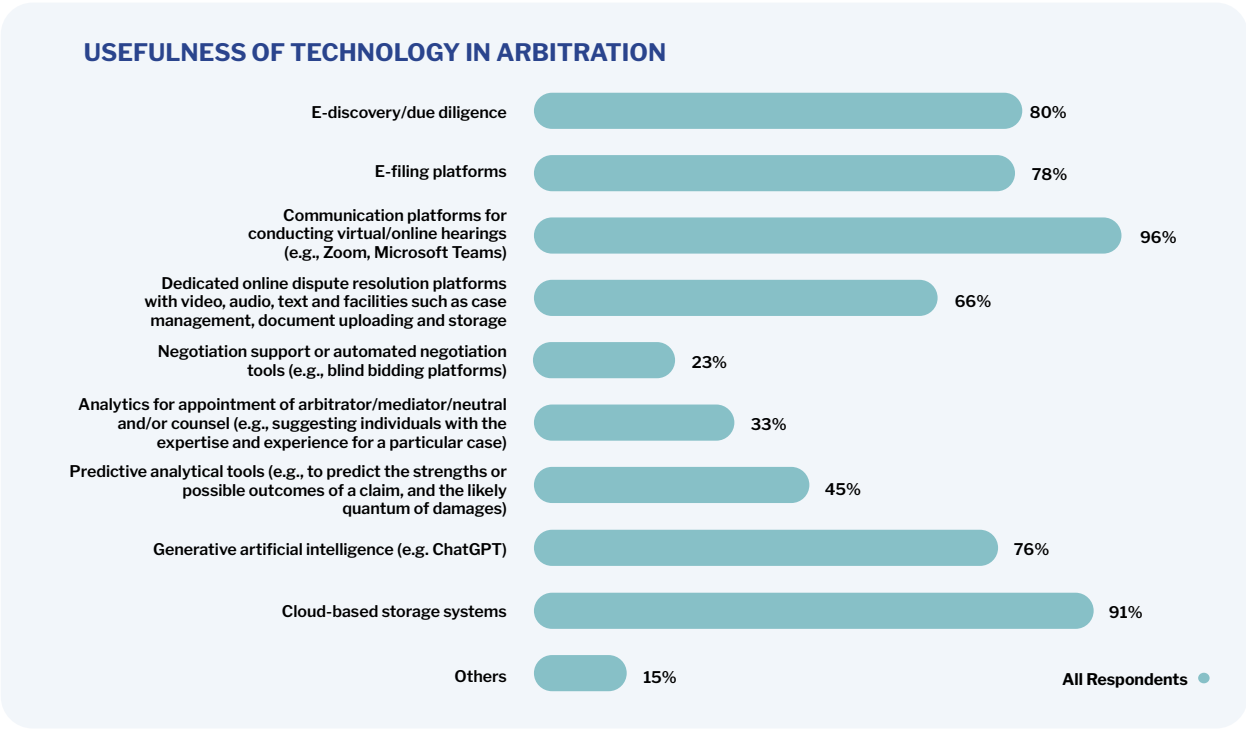
⁵⁸ See, LCIA, Annual Casework Report 2024, available at <https://www.lcia.org/News/Lcias-2024-annual-casework-report.aspx>.

⁵⁹ *Id.*

⁶⁰ See ICCA, ‘Report of the Cross-Institutional Task Force on Gender Diversity in Arbitral Appointments and Proceedings (ICCA Reports No. 8)’, available at <https://www.arbitration-icca.org/icca-reports-no-8-report-cross-institutional-task-force-gender-diversity-arbitral-appointments-and-proceedings>.

Usefulness of Technology in Supporting an Arbitration Procedure

EXHIBIT 5.17



5.38 The SIDRA Survey Final Reports 2024 and 2022, which examined data collected from surveys conducted during and in the immediate aftermath of the COVID-19 pandemic, documented a marked increase in technology adoption by users.⁶¹ The data from this iteration of the SIDRA Survey suggests that, with the pandemic now in an endemic phase, the arbitration community appears strategically inclined not only to continue enjoying the benefits of technology but also to further enhance and institutionalise its role in arbitral practice. What began as a necessity-driven response to global disruption has since evolved into a structural feature of arbitral practice.

5.39 The top five technologies that respondents identified as either ‘useful’ or ‘extremely useful’ were: communication platforms for conducting virtual/online hearings (Zoom, Microsoft Teams) (96%), cloud-based storage systems (91%), e-discovery/ due diligence (80%), e-filing platforms (78%) and generative artificial intelligence (“**Generative AI**”) (e.g. ChatGPT) (76%). These findings, except for the data on Generative AI (which was not included in previous iterations of the SIDRA Survey), are largely consistent with the findings of the SIDRA Survey Final Report 2024.⁶²

⁶¹ SIDRA Survey Final Report 2024 at Exhibit 5.21 and SIDRA Survey Final Report 2022 at Exhibit 5.19; see also SIDRA Survey Final Report 2020 at Exhibits 6.4.1 and 6.4.2, which documents users’ attitudes towards technology adoption as of July 2019, in the pre-COVID era.
⁶² SIDRA Survey Final Report 2024 at Exhibit 5.21.

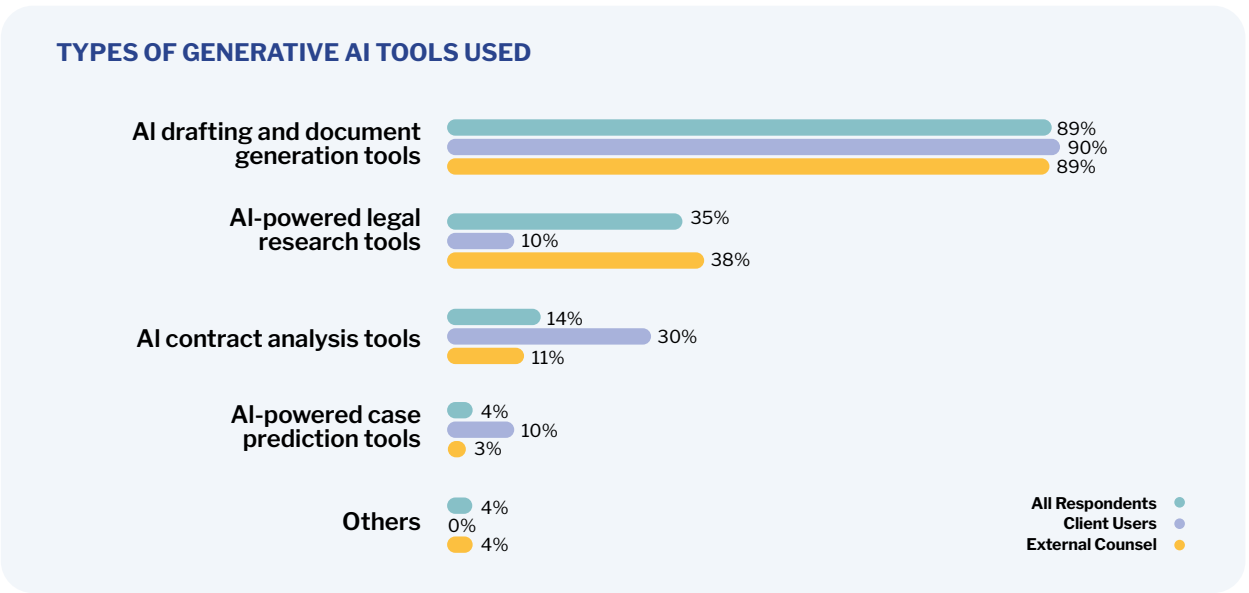
5.40 Also consistent with the findings of previous SIDRA Survey Final Reports⁶³ is that relatively few respondents found negotiation support or automated negotiation tools (23%) and analytics for appointments of arbitrators/mediators/neutrals/counsel (33%) to be ‘useful’ or ‘extremely useful’. Slightly more respondents found predictive analytical tools (e.g. to predict strengths or possible outcomes of a claim, and the likely quantum of damages) (45%) to be ‘useful’ or ‘extremely useful’; however, this figure represents an increase compared to the 35% reported in the SIDRA Survey Final Report 2024.⁶⁴ It is plausible that this figure may continue to rise in future as a spillover effect from the growing popularity and sophistication of Generative AI technology, as people’s personal experiences with Generative AI may, in turn, engender more trust in other technologies based on machine learning, such as predictive analytical tools.

5.41 This iteration of the SIDRA Survey has added Generative AI as a new option for respondents to consider, as well as new questions to elicit specific data on the use of Generative AI in international commercial arbitration. The strong receptivity among respondents to this new option (with 76% responding that they consider it ‘useful’ or ‘extremely useful’) indicates the appetite for more advanced integration of technology into the day-to-day practice of arbitration.

5.42 Interestingly, the new Generative AI option has supplanted dedicated online dispute resolution platforms with video, audio, text and facilities such as case management, document uploading and storage within respondents’ top five choices of technology. Generative AI came in 5th place; the other four technologies were in the top five rankings in the SIDRA Survey Final Report 2024.⁶⁵ Dedicated online dispute platforms was ranked as the 4th choice in the SIDRA Survey Final Report 2024,⁶⁶ but fell to 6th place in this edition.

The Role of Generative AI in Supporting an Arbitration Procedure

EXHIBIT 5.18



⁶³ SIDRA Survey Final Report 2024 at Exhibit 5.21; SIDRA Survey Final Report 2022 at Exhibit 5.19.

⁶⁴ SIDRA Survey Final Report 2024 at Exhibit 5.21.

⁶⁵ SIDRA Survey Final Report 2024 at Exhibit 5.21.

⁶⁶ SIDRA Survey Final Report 2024 at Exhibit 5.21.

5.43 As mentioned above, for the first time in this series of SIDRA Surveys, respondents were asked to identify types of Generative AI tools they have used in their international commercial arbitration practice. A substantial majority of respondents who indicated that they had used Generative AI in Exhibit 5.17 above identified AI drafting and document generation tools as tools they use in the course of arbitration (89%). Other tools identified by smaller proportions of respondents included AI-powered legal research tools (35%) and AI contract analysis tools (14%). The significant gap between the most frequently used tool and the next-highest rated tools may indicate that the industry-specific AI tools are still emerging and have not yet been widely adopted.

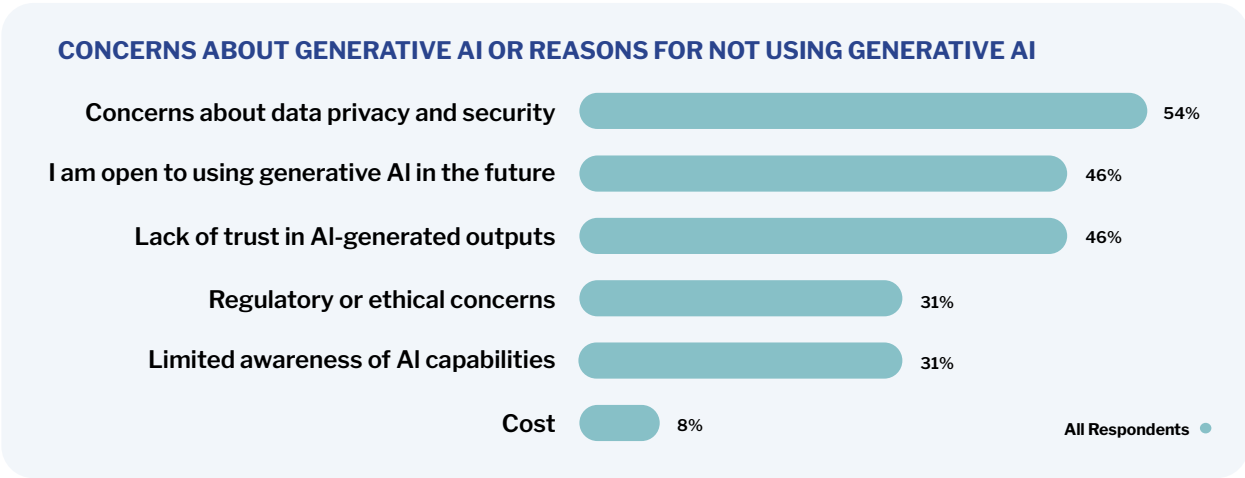
 Point of Interest

There have been significant developments in the use of Artificial Intelligence (“AI”) in legal and arbitration research. For example, in September 2025, Jus Mundi launched *Jus AI 2*, a next-generation AI legal research agent that combines agentic reasoning with advanced search control to deliver structured, actionable answers by analysing vast volumes of international law sources and arbitral materials at high speed. *Jus AI 2* aims to enhance research accuracy and efficiency by generating detailed answers with transparent reasoning and direct references to relevant documents.⁶⁷ This is a significant development from Jus Mundi’s original *Jus AI* research assistant, which was launched in November 2024. More recently, Jus Mundi’s AI capabilities have been further integrated into external platforms; in January 2026, the ICC Dispute Resolution Library was made accessible through Jus Mundi’s AI-powered *Jus AI* tool, enabling users to incorporate structured ICC content in AI-facilitated research.⁶⁸

The *Kluwer Arbitration* platform has also incorporated AI-enhanced research functionality to support international arbitration professionals. In November 2025, Wolters Kluwer introduced new AI-powered features within Kluwer Arbitration that accelerate research by allowing users to interact with thousands of cases, awards, and related publications via conversational “search”, instant AI insights, summaries and tailored practical content. These enhancements aim to make research faster and more strategic by delivering focused, AI-generated overviews and supporting deeper analysis.⁶⁹

⁶⁷ Legal IT Insider, ‘Jus Mundi launches legal research agent Jus AI 2’, available at <https://legaltechnology.com/2025/09/10/jus-mundi-launches-legal-research-agent-jus-ai-2>.
⁶⁸ ICC, ‘ICC Dispute Resolution Library integrates Jus Mundi AI tool’, available at <https://iccwbo.org/news-publications/news/icc-dispute-resolution-library-integrates-jus-mundi-ai-tool/>.
⁶⁹ Wolters Kluwer, ‘Wolters Kluwer introduces new AI functionality to Kluwer Arbitration accelerating international arbitration research’, available at <https://www.wolterskluwer.com/en/news/kluwer-arbitration-introduces-new-ai-functionality-accelerating-international-arbitration-research>.

 Concerns Regarding the Use of Generative AI in Arbitration
EXHIBIT 5.19



5.44 For respondents who indicated that they had not used Generative AI in Exhibit 5.17 above, they were then asked to identify the primary concerns or reasons for not using Generative AI in their arbitrations. Concerns about data privacy and security (54%) and the lack of trust in AI-generated outputs (46%) were the top two reasons chosen by the respondents contributing to their reluctance to adopt Generative AI. These findings align both with the broader concerns voiced by the users of the system and practical experiences reported in the use of AI in commercial arbitration and commercial court litigation. The factors chosen by the least number of respondents (though still noted by a considerable number) include limited awareness of AI capabilities and regulatory or ethical concerns (both at 31%).

5.45 Despite these concerns, nearly half of respondents (46%) remain optimistic about the role of Generative AI and report their openness to incorporating it into arbitration practices in the future.



Point of Interest

In March 2025, the Chartered Institute of Arbitrators (“**CI Arb**”) released its Guideline on the Use of AI in Arbitration (the “**Guidelines**”), followed by an updated version issued in September 2025. These guidelines provide a comprehensive, non-binding soft-law framework designed to assist practitioners and tribunals responsibly integrating AI into their arbitral practices, while safeguarding due process, confidentiality, and the integrity of the arbitral process.

Among key recommendations, the Guidelines advise parties and arbitrators to undertake reasonable inquiries into any AI tool they intend to use, including its functionality, data inputs, and potential biases. Arbitrators are further encouraged to be transparent about their intended use of AI in performing their tasks and to refrain from such use if parties object. Importantly, these Guidelines emphasise that arbitrators must not delegate their decision-making powers to the AI and ensure that the use of such tools would not compromise the integrity of the proceedings or the validity or enforcement of the award.⁷⁰

An example of such concerns was the case of *LaPaglia v. Valve Corp.* (filed in the U.S. District Court for the Southern District of California in April 2025), where the claimant sought to set aside an arbitral award on the ground that the arbitrator allegedly relied on Generative AI (specifically, ChatGPT) to draft significant parts of the award, effectively “outsourcing” his adjudicative role to the AI. The arbitration, administered by the American Arbitration Association, concerned alleged antitrust violations and warranty breaches. The arbitration hearing was held in December 2024, and the award was issued in January 2025 in favour of the defendant.⁷¹

In its request for setting aside of the award, the claimant pointed to the following as circumstantial evidence of the improper use of Generative AI: the timing of the award (issued a mere two weeks after the hearing, right before the arbitrator’s scheduled trip to the Galapagos, which he did not want to miss); the arbitrator’s comments about using AI on unrelated tasks; and textual features said to bear the signs of AI generation. The plaintiff argued that such use of AI exceeded the arbitrator’s authority under the Federal Arbitration Act by undermining the parties’ expectation of “a well-reasoned decision rendered by a human arbitrator.”⁷² In December 2025, the court dismissed the case for lack of subject-matter jurisdiction. Unfortunately, the court did not rule on the merits of the AI allegations.⁷³

⁷⁰ CI Arb, Guideline on the Use of AI in Arbitration (2025), available at https://www.ciarb.org/media/bpndtcgu/guideline-on-the-use-of-ai-in-arbitration_updated-sept-2025.pdf.

⁷¹ Aceris Law, When Arbitrators Use AI: LaPaglia v. Valve and the Boundaries of Adjudication, 19 April 2025, available at <https://www.acerislaw.com/when-arbitrators-use-ai-lapaglia-v-valve-and-the-boundaries-of-adjudication/>.

⁷² *John Lapaglia v. Valve Corporation*, Petition to Vacate Arbitration Award Case No. 25CV0833 RBMDL, 8 April 2025. See also, Aceris Law, When Arbitrators Use AI: LaPaglia v. Valve and the Boundaries of Adjudication, 19 April 2025, available at <https://www.acerislaw.com/when-arbitrators-use-ai-lapaglia-v-valve-and-the-boundaries-of-adjudication/>.

⁷³ *John Lapaglia v. Valve Corporation*, Judgment of the United States District Court for the Southern District of California of 9 December 2025, available at <https://jsumundi.com/en/document/decision/en-john-lapaglia-v-valve-corporation-order-granting-motion-to-dismiss-the-first-amended-petition-to-vacate-arbitration-award-tuesday-9th-december-2025>.

Point of Interest

More recently, in *ARIHQ v. Santé Québec* (22 April 2026),⁷⁴ the Superior Court of Quebec set aside an arbitral award drafted using Generative AI. The underlying domestic arbitration concerned a claim for remuneration for medical services allegedly owed by a Quebec health authority to a member clinic under a national remuneration regime. In August 2025, the Sole Arbitrator rendered an award granting preliminary dismissal of the case. Applicants proceeded to file for annulment of the award on, amongst other grounds, procedural irregularities stemming from the use of Generative AI and hallucinated legal authorities in the drafting of the award.

Significantly, all legal authorities underpinning the award, including doctrinal and scholarly citations, judicial and arbitral decisions, were fictitious. In the setting aside proceedings, Justice Sheehan concluded that arbitrators must not delegate their decision-making authority to third parties, including AI. The Court did not dismiss the possibility of using AI. Drawing an analogy with the role of a law clerk or research assistant, the Court observed that use of reliable AI is not improper provided such tools assist, rather than drive, the decision-making process. The Court further observed that procedural flaws may not always annul the award. In this case, however, the hallucinated legal authorities sat at the core of the reasoning and, therefore, the breach was serious enough for the Court to annul the award with costs and order the parties to appoint a new arbitrator.

In contrast, there may be situations where parties agree to have their case heard before an AI Arbitrator. In November 2025, the American Arbitration Association-International Centre for Dispute Resolution (“**AAA-ICDR**”) launched an AI Arbitrator. In its current form, the AI Arbitrator is available for two-party, documents-only construction disputes. This tool operates on an opt-in basis and is applied only where both parties agree. Trained on more than 1,500 construction awards and also trained with human arbitrator input, the AI Arbitrator, at each step of the dispute resolution process, will evaluate the merits of claims, generate explainable recommendations, and prepare draft awards. Importantly, the system operates within a “human-in-the-loop” framework: a human arbitrator reviews, analyses and, if needed, revises AI-driven outcomes before the award is finalised.⁷⁵ There nonetheless remains some uncertainty around the enforceability of such awards, as well as the cybersecurity risks involved.⁷⁶

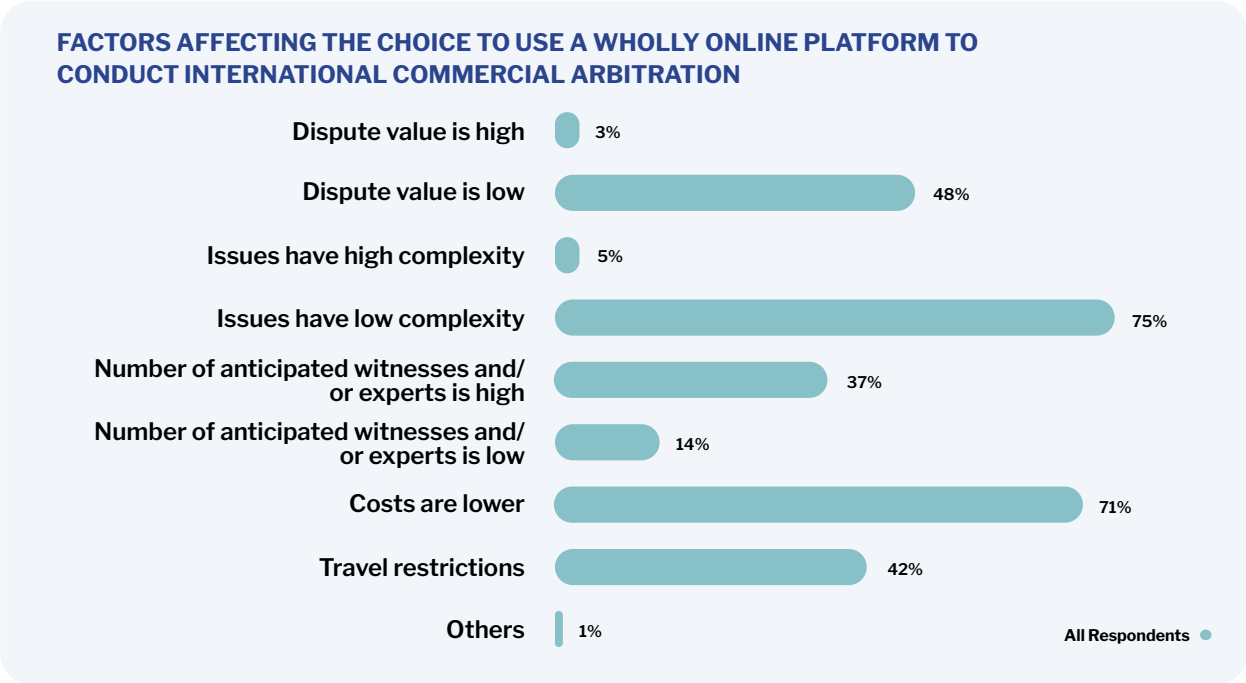
⁷⁴ *ARIHQ v. Sante Quebec*, 2026 QCCS 1360 (April 22, 2026), available at <https://citoyens.societe.qc.ca/php/decision.php?ID=5B90AAD41A54AEB822A1ADE2CFAF44AD>; see also Jennifer Huang et. al., Canadian court annuls arbitral award for delegation to AI, consistent with global trends, available at <https://www.mayerbrown.com/en/insights/publications/2026/05/canadian-court-annuls-arbitral-award-for-delegation-to-ai-consistent-with-global-trends>.

⁷⁵ AAA-ICDR, AAA-ICDR to Launch AI-Native Arbitrator, Transforming Dispute Resolution, 17 September 2025, available at <https://www.adr.org/press-releases/aaa-icdr-to-launch-ai-native-arbitrator-transforming-dispute-resolution/>.

⁷⁶ Akin Gump Strauss Hauer & Feld, International Arbitration: AI Arbitrator Launched by the AAA-ICDR, 4 February 2026, available at <https://www.akingump.com/en/insights/alerts/international-arbitration-ai-arbitrator-launched-by-the-aaa-icdr>.

Factors Affecting the Choice to Use a Wholly Online Platform to Conduct International Arbitration

EXHIBIT 5.20

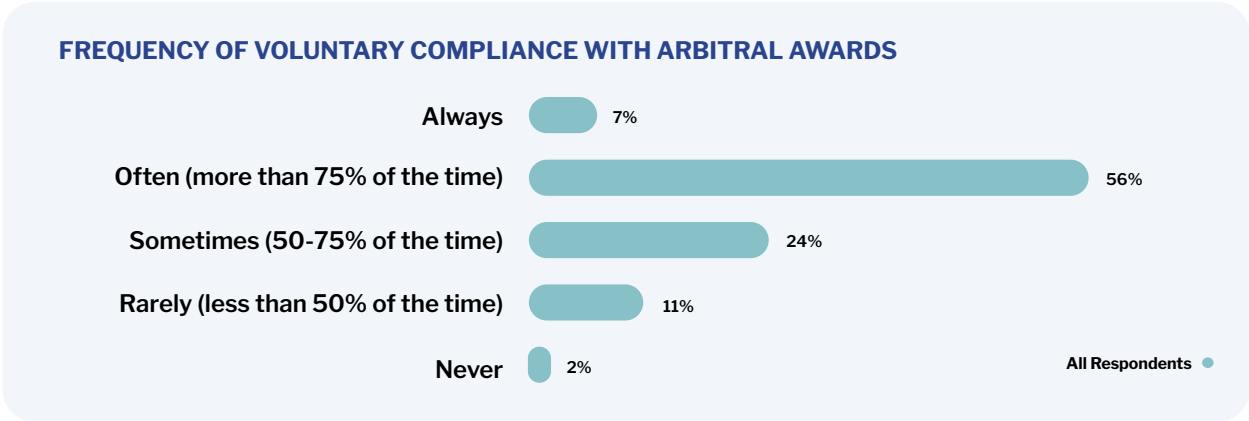


- 5.46 Respondents were asked to identify the top three factors that would motivate them to choose a wholly online platform to conduct their arbitration proceedings. The largest percentage of respondents identified low complexity of issues (75%) and low costs of arbitration (71%) as the primary drivers for opting for fully virtual arbitrations.
- 5.47 The findings in this section uncover an interesting development from previous iterations of the SIDRA Survey, where travel restrictions were ranked as the top factor by a large majority of respondents.⁷⁷ By contrast, in this iteration of the SIDRA Survey, only 42% of respondents selected this option and its ranking has also fallen to 4th place. This likely reflects the fact that COVID-related travel-restrictions have been abandoned by governments, and parties now experience much fewer limitations to conducting business in-person. Apart from this notable difference, the relative importance of other factors motivating parties' preference for fully online platforms has remained largely consistent with the findings of the SIDRA Survey Final Reports 2024 and 2022.⁷⁸

⁷⁷ SIDRA Survey Final Report 2024 at Exhibit 5.22; SIDRA Survey Final Report 2022 at Exhibit 5.20.
⁷⁸ *Id.*

Frequency of Voluntary Compliance with Arbitral Awards

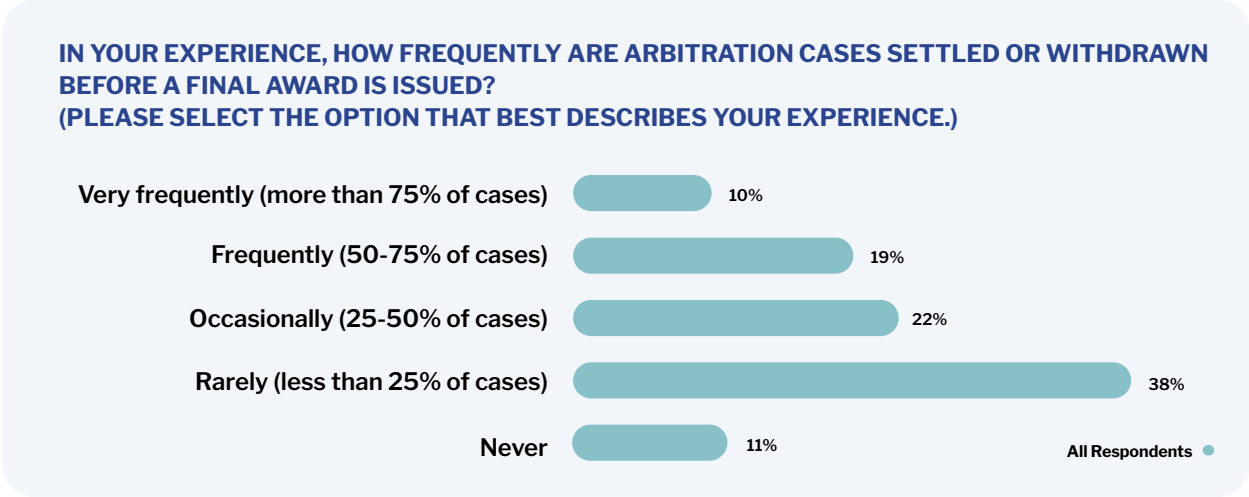
EXHIBIT 5.21



- 5.48 For the first time in this series of SIDRA Surveys, respondents were asked to share their experience regarding how often parties voluntarily comply with arbitral awards. 7% of respondents indicated that parties always comply with the arbitral awards. More than half of the respondents (56%) reported that parties complied with the award 'often (more than 75% of the time)'. By contrast, only a small minority of respondents reported negative experiences, with only 11% indicating that parties 'rarely (less than 50% of the time)' comply, and 2% indicating that parties 'never' comply voluntarily with the final outcomes in arbitration. It is the experience of 24% of respondents that parties comply with arbitral awards 'sometimes' (50-75% of the time). These findings once again underscore the sustained effectiveness of the enforcement framework established under the New York Convention, which creates the structural backdrop in arbitration for compliance with arbitral awards. Notwithstanding concerns about cost and speed, the data suggests that a substantial majority of awards are complied with voluntarily, which speaks to the continued effectiveness and authority of arbitration as a dispute resolution mechanism.

Frequency of Settlement or Withdrawal Before a Final Arbitration Award is Issued

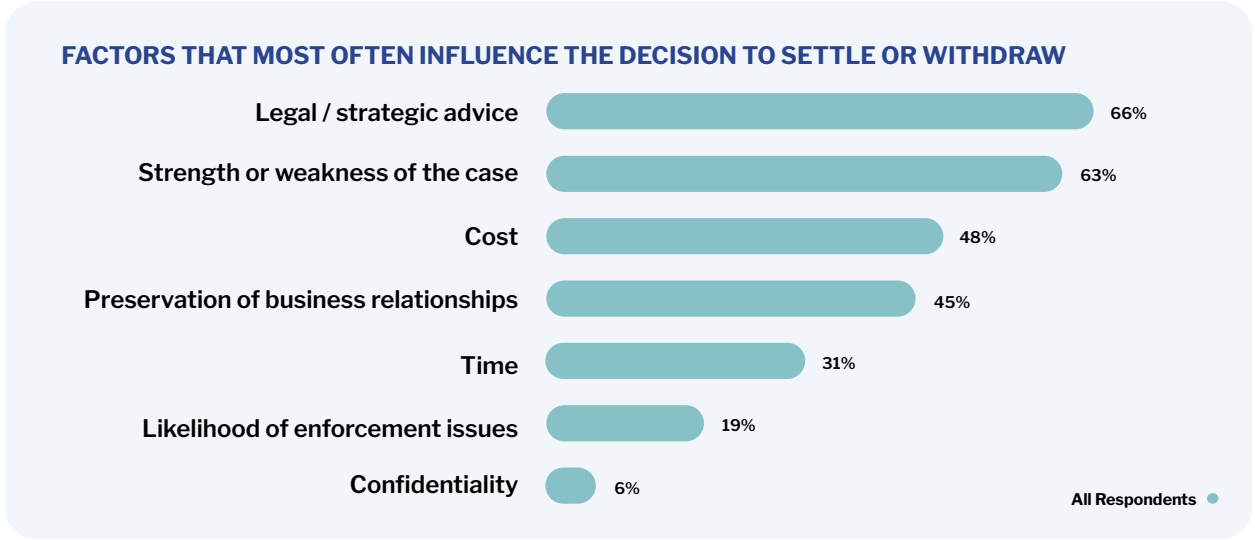
EXHIBIT 5.22



- 5.49** Respondents were also asked about the possible settlement or withdrawal of arbitration cases before a final award is issued. A combined majority (60%) of respondents have ‘rarely (in less than 25% of cases)’ or ‘occasionally (in 25-50% of cases)’ seen arbitration cases settled or withdrawn (38% and 22%, respectively). A comparatively smaller combined percentage (29%) of respondents reported ‘frequent (in 50-75% of cases)’ or ‘very frequent (in more than 75% of cases)’ settlement or withdrawal of cases before issuance of a final award (19% and 10%, respectively).
- 5.50** It should be noted, however, that a significant number of commercial disputes are resolved through amicable dispute resolution mechanisms without ever proceeding to arbitration, and such cases are not captured in this Survey.

 Factors that Most Often Influence the Decision to Settle or Withdraw

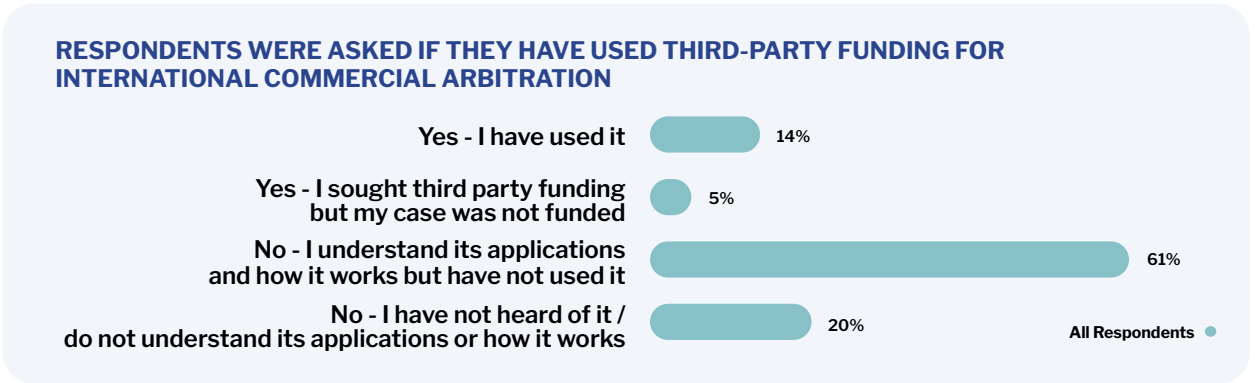
EXHIBIT 5.23



- 5.51** Respondents were asked to indicate the factors that most often influence the decision to settle or withdraw matters prior to issuance of a final award. These findings are particularly noteworthy in light of the relatively low rate of settlements or withdrawals reported above. The most commonly cited factors by the respondents included the following: legal/strategic advice (66%), strength or weakness of the case (63%), costs of arbitration (48%) and preservation of business relationships (45%). By contrast, confidentiality (6%) and likelihood of enforcement issues (19%) were identified by the least number of respondents as influential.
- 5.52** These findings underscore the value of early and robust legal advice in facilitating realistic case assessment and timely settlement, with potential to reduce the cost burden of cases that proceed unnecessarily to a final award. The prospect of reducing or avoiding unnecessary costs in international commercial arbitration appears to serve as a strong incentive to attempt amicable settlement; it may also constitute a likely deterrent to pursuing a case through to a final award. This dynamic is especially notable in light of concerns over persistently increasing costs in international arbitration.

 Use of Third-Party Funding in International Commercial Arbitration

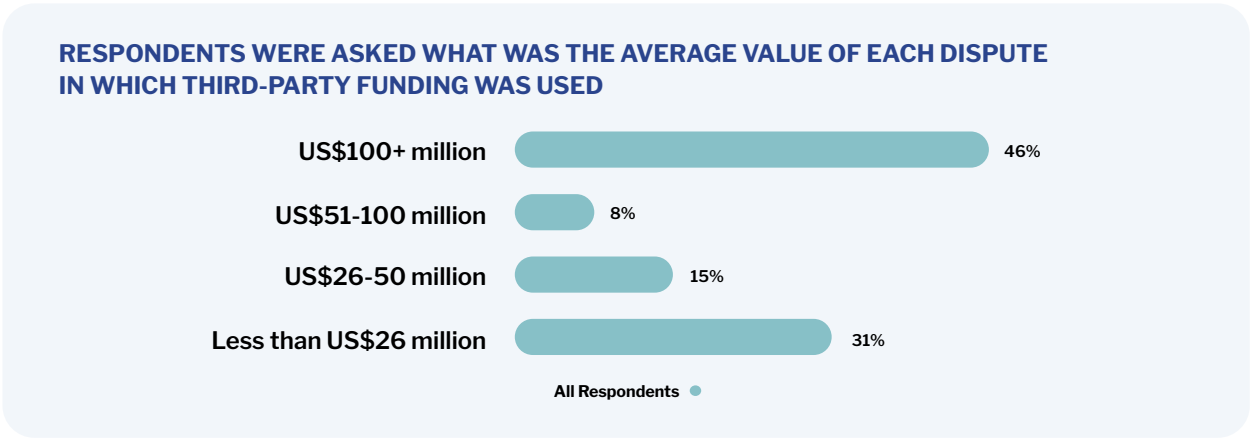
EXHIBIT 5.24



- 5.53** Respondents were asked about their experience with third-party funding in international commercial arbitration. Most of the respondents (61%) indicated that they had not used third-party funding but were familiar with the concept, consistent with the results of the SIDRA Survey Final Reports 2024 and 2022.⁷⁹ Only 14% of all respondents reported having used third-party funding, and 5% indicated that they had sought such funding without success.

 Average Value of Each Dispute in Which Third-Party Funding was Used

EXHIBIT 5.25



- 5.54** According to 46% of respondents, the average value of third-party funded cases in their experience exceeded US\$100 million. 8% indicated their range as between US\$51-100 million, and 15% of respondents reported that the average value ranged between US\$26-50 million. By contrast, 31% of respondents indicated that funded cases were valued at under US\$26 million. This distribution broadly aligns with the SIDRA Survey Final Report 2024 findings, with the notable difference that the number of funded cases valued over US\$100 million is significantly higher in this iteration of the SIDRA Survey.⁸⁰

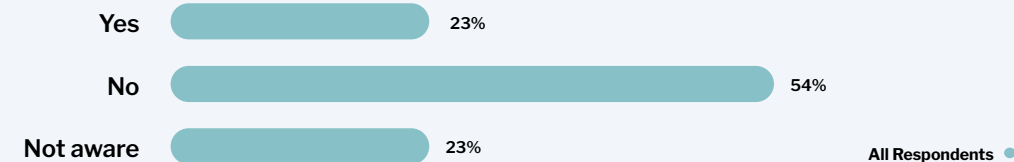
⁷⁹ SIDRA Survey Final Report 2024 at Exhibit 5.23; and SIDRA Survey Final Report 2022 at Exhibit 5.21.

⁸⁰ By comparison, the corresponding figure in the SIDRA Survey Report 2024 was 27%. See, SIDRA Survey Final Report 2024 at Exhibit 5.24.

Use of Third-Party Funding for Enforcement of an Arbitral Award

EXHIBIT 5.26

RESPONDENTS WERE ASKED WHETHER THEY USED THIRD-PARTY FUNDING (AND ITS ASSOCIATED STRATEGIC AND MANAGEMENT SERVICES) FOR THE ENFORCEMENT OF AN ARBITRAL AWARD



5.55 Respondents who had used third-party funding were further asked whether they had used it for the enforcement of an arbitral award. Only 23% of respondents reported such usage, while the majority of respondents (54%) indicated that they had not used third-party funding for enforcement purposes. These findings are largely consistent with the data provided in the SIDRA Survey Final Report 2024.⁸¹ This suggests that third-party funding remains primarily a mechanism for funding the prosecution of claims rather than for enforcing awards already obtained.

Point of Interest

For the first time, the 7th edition of the SIAC Rules 2025 introduced a comprehensive framework on third-party funding. The new Rule 38 represents a significant development compared to the limited regulation found in the SIAC Investment Rules 2017, which apply to investor-state arbitrations only, and merely allow tribunals to consider funding arrangements when allocating costs.

Rule 38 requires parties to disclose the existence of any third-party funding agreement, the identity of the funder and any subsequent changes thereto. It prohibits funding arrangements after tribunal constitution that create conflicts of interest with any tribunal member and empowers the tribunal to order withdrawal from such funding arrangements. The rule further authorises tribunals to order disclosure of funding details, including the funder's interest in the outcome of the proceedings and any commitments to adverse cost liability. Finally, Rule 38 permits the tribunal to consider the issue of funding in costs decisions and issue sanctions, damages or costs for non-compliance with any disclosure obligations.⁸²

SIAC's robust approach to third-party funding in granting broader powers to the arbitral tribunal is unprecedented in its history and reflects the growing prevalence of third-party funding in international commercial arbitration.

By comparison, the ICC Rules of Arbitration 2021 and the HKIAC 2024 Administered Arbitration Rules require only limited disclosure of funding arrangements, and the LCIA Arbitration Rules 2020 are silent on this issue. Unlike the SIAC Rules 2025, these rules do not expressly empower tribunals to order withdrawal from conflicted funding agreements.

⁸¹ SIDRA Survey Final Report 2024 at Exhibit 5.25.

⁸² Rule 38, SIAC Rules 2025. See also, Jonathan Lim and Zeslene Mao, A Deep Dive into Singapore's New Int'l Arbitration Rules, available at https://www.wilmerhale.com/-/media/files/shared_content/editorial/publications/documents/20250203-law360--a-deep-dive-into-singapores-new-intl-arbitration-rules.pdf.

Section 6. International Commercial Mediation



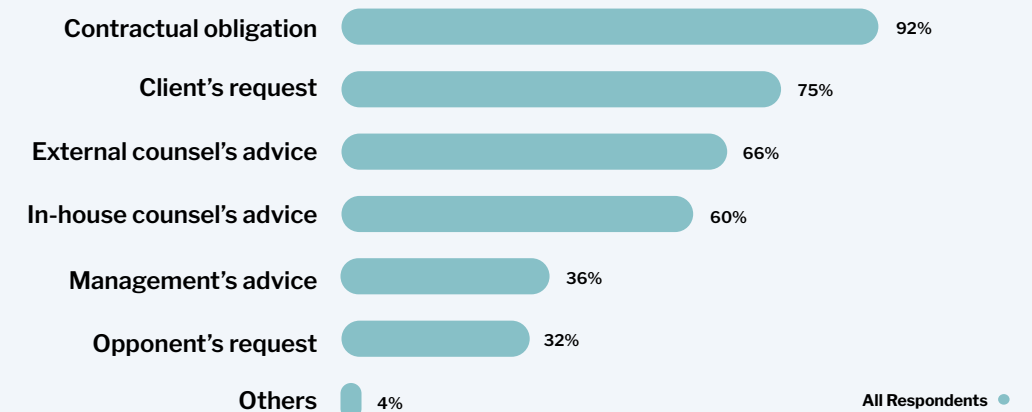
AT A GLANCE

- Cost, speed and confidentiality were the top three factors identified as 'important' or 'absolutely crucial' by respondents when deciding whether to use international commercial mediation to resolve disputes. The highest percentages of respondents reported satisfaction with mediation's confidentiality, clarity and transparency of rules and procedures, and transparency.
- Experience in conducting mediations and efficiency were the top two factors considered 'important' or 'absolutely crucial' by respondents when choosing a mediator.
- Lower costs, travel restrictions and low dispute value were the main factors influencing respondents' choice to use a wholly online platform for mediation proceedings.
- A majority of respondents considered diversity as an important factor when selecting a mediator. Respondents also indicated they would like to see more diversity in the gender and age of mediators.

Factors that Contributed to Respondent's Choice to Use International Commercial Mediation

EXHIBIT 6.1

FACTORS THAT CONTRIBUTED TO RESPONDENT'S CHOICE TO USE INTERNATIONAL COMMERCIAL MEDIATION



- 6.1** The top two influences on respondents’ choice to use international commercial mediation were contractual obligations (92%) and client’s request (75%).
- 6.2** Contractual obligations remain consistently one of the most influential factors leading to respondents choosing mediation, ranking second and first in the SIDRA Survey Final Reports 2024 and 2022 respectively.⁸³ Contractual obligations may come in the form of mandatory mediation clauses or mixed mode dispute resolution clauses. These include requiring mediation before arbitration proceedings may be commenced. Such clauses have been held to be enforceable in numerous jurisdictions, including Hong Kong (SAR),⁸⁴ Belgium,⁸⁵ Singapore,⁸⁶ and the UK.⁸⁷
- 6.3** Mixed mode clauses that incorporate mediation have become increasingly popular,⁸⁸ with various dispute resolution centres providing model clauses and bespoke mixed mode procedures being designed for high-stakes disputes. There are different combinations of mixed mode clauses, such as the mediation-arbitration clause,⁸⁹ the arbitration-mediation clause⁹⁰ and the arbitration-mediation-arbitration clause.⁹¹ Beyond these examples, other dispute resolution processes such as expert appraisal and early neutral evaluation can be incorporated into mixed-mode procedures. These mixed-mode clauses are another option for parties to consider for an efficient resolution of disputes.⁹²
- 6.4** Interestingly, client’s request is now the second ranked factor, surpassing, for the first time, external counsel’s advice (66%).⁹³ That said, both external and in-house counsel’s advice (66% and 60% respectively) were still cited as influential by more than half of the respondents in this edition of the SIDRA Survey. This aligns with the conventional notion of lawyers being the primary gatekeepers of the use of mediation.⁹⁴

- 6.5** Although client’s request has become a more significant factor influencing the use of mediation, legal and institutional developments continue to shape the environment in which mediation is considered and adopted. Across several jurisdictions, courts and policymakers have increasingly encouraged parties to explore amicable dispute resolution before commencing formal proceedings. By way of example, in Singapore, O. 5 r. 1(1) of the Rules of Court 2021 expressly requires parties to consider the amicable resolution of disputes before and during proceedings, rather than the previously limited scope of *attempting* the amicable resolution of the party’s dispute before the commencement and during the course of any action or appeal. Further guidelines are given in the Supreme Court Practice Directions 2021⁹⁵ and the State Courts Practice Directions 2021.⁹⁶
- 6.6** Similarly, recent developments in England and Wales have reinforced judicial support for ADR. In *Churchill v Merthyr Tydfil County Borough Council* [2023] EWCA Civ 1416, the Court of Appeal confirmed that courts have the power to stay proceedings and order parties to engage in ADR under certain circumstances,⁹⁷ and the English Civil Procedure Rules were also subsequently amended to give effect to the principle (see Point of Interest section below for details).
- 6.7** Hong Kong also recently introduced Practice Direction 31.1 (“**PD 31.1**”)⁹⁸ on Case Settlement Initiatives in Civil Cases in the District Court, which came into effect on 2 January 2025. The updated framework supplements Practice Direction 31 (“**PD 31**”) and formalises case settlement initiatives in the District Court, including Case Settlement Conferences (“**CSCs**”) and Mediator-Assisted Case Settlement Conferences (“**MCSCs**”). The court may set cases down for CSCs and MCSCs, but parties may also request for such proceedings on their own initiative.⁹⁹ CSCs will usually be held before a master with experience in mediation, and though this is not a mediation *per se*, the master can encourage settlement or to narrow down the disputed issues.¹⁰⁰ MCSCs are usually listed before a judge after parties have attempted mediation under PD 31 and are meant to complement the overall mediation process.¹⁰¹
- 6.8** The Supreme Court of India also recently confirmed that section 12A of the Commercial Courts Act 2015, which concerns statutorily-required pre-litigation mediation, is mandatory.¹⁰² Any suit filed violating this provision must be rejected under Order VII Rule 11 of the Code of Civil Procedure, and this power can be exercised *suo moto* by the court.

⁸³ SIDRA Survey Final Report 2024, Exhibit 6.1; see also SIDRA Survey Final Report 2022, Exhibit 6.1.

⁸⁴ *HZ Capital International Ltd v CVE Co Ltd & ors* [2019] HKCFI 2705.

⁸⁵ Belgium Judicial Code, Article 1725, §2 (unequivocal pre-arbitration mediation clauses are statutorily stipulated to be mandatory, and arbitral tribunals have to stay proceedings); see Pascal Hollander and Maarten Draye, ‘Arbitration Guide Belgium’ (November 2025), available at <https://www.ibanet.org/document?id=Belgium-country-guide-arbitration>, at p 6.

⁸⁶ *Maxx Engineering v PQ Builders Pte Ltd* [2023] SGHC 71 (specific performance ordered to enforce the mediation clause in a multi-tier dispute resolution clause); see also *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 (anti-suit injunction ordered to enforce a mediation agreement). See also Singapore International Arbitration Centre (SIAC) Arbitration Rules (7th edn, 2025), Rule 50.2(l) (expressly empowering arbitral tribunals to suspend proceedings in favour of mediation).

⁸⁷ *Ohpen Operations UK Ltd v Invesco Fund Managers Ltd* [2019] EWHC 2246 (TCC).

⁸⁸ Thomas Stipanowich & Veronique Fraser, ‘The International Task Force on Mixed Mode Dispute Resolution: Exploring the Interplay between Mediation, Evaluation and Arbitration in Commercial Cases’, *Fordham International Law Journal*, Vol. 40(3) (2017) Article 6, 839-886. See also Jeremy Lack, ‘Introduction to the Series of Articles on the Mixed Mode Task Force’, *New York Dispute Resolution Lawyer*, Vol. 14, No. 1 (2021), available at <https://imimmediation.org/2021/05/04/introduction-to-the-series-of-articles-on-the-mixed-mode-task-force/>.

⁸⁹ International Arbitration and Mediation Centre Model Clause for Med-Arb, available at <https://iamch.org.in/model-clause-for-med-arb>; see also Japan Commercial Arbitration Association Med-Arb Clause (Mediation first before Arbitration), available at <https://www.jcaa.or.jp/en/mediation/agreement.html>; see also Chambre de Mediation, de Conciliation et d’Arbitrage d’Occitanie Med-Arb Clause, available at <https://www.arbitragetoulouse.com/en/med-arb/med-arb-clause.html>.

⁹⁰ New Zealand International Arbitration Centre Arb-Med Model Clause, available at <https://nzaiac.com/arb-med/arb-med-model-clause/>.

⁹¹ International Arbitration and Mediation Centre Model Clause for Arb-Med-Arb, available at <https://iamch.org.in/model-clause-for-arb-med-arb>; see also The Singapore Arb-Med-Arb Clause, available at <https://siac.org.sg/the-singapore-arb-med-arb-clause>; see also Vietnam International Arbitration Centre Arb-Med-Arb Protocol, available at <https://www.viac.vn/en/arb-med-arb-protocol>; see also Vienna International Arbitral Centre Model Arbitration, available at <https://www.viac.eu/en/investment-arbitration/content/viac-rules-of-investment-arbitration-and-mediation-2021-viac-model-arbitration-clause-including-arb-med-arb>.

⁹² See Section 8 on Mixed Mode (Hybrid) Dispute Resolution.

⁹³ In SIDRA Survey Final Reports 2024 Exhibit 6.1 and 2022 Exhibit 6.1, the top two influences on respondents’ choice to use international commercial mediation were contractual obligation and external counsel’s advice. This question was not posed to the respondents in the SIDRA Survey Final Report 2020.

⁹⁴ Grant Morris and Amanda Lamb, *Resolution Institute/Victoria University ‘Gatekeepers to Commercial Mediation in New Zealand’ Report*, Victoria University of Wellington Legal Research Papers, Paper No. 56/2022, Vol. 12(12), at 23-26.

⁹⁵ Singapore Supreme Court Practice Directions 2021, available at <https://epd2021-supremecourt.judiciary.gov.sg>.

⁹⁶ Singapore State Courts Practice Directions 2021, available at <https://epd2021-statecourts.judiciary.gov.sg>.

⁹⁷ *Churchill v Merthyr Tydfil County Borough Council* [2023] EWCA Civ 1416 (Court of Appeal of England and Wales), available at: <https://caselaw.nationalarchives.gov.uk/ewca/civ/2023/1416>.

⁹⁸ Practice Direction 31.1 — Case Settlement Initiatives in Civil Cases in the District Court, available at <https://legalref.judiciary.hk/lrs/common/pd/pdcontent.jsp?pdn=PD31.1.htm&lang=EN>.

⁹⁹ Practice Direction 31.1 — Case Settlement Initiatives in Civil Cases in the District Court, at paras 5 and 12, available at <https://legalref.judiciary.hk/lrs/common/pd/pdcontent.jsp?pdn=PD31.1.htm&lang=EN>.

¹⁰⁰ Practice Direction 31.1, Case Settlement Initiatives in Civil Cases in the District Court, at para 8, available at <https://legalref.judiciary.hk/lrs/common/pd/pdcontent.jsp?pdn=PD31.1.htm&lang=EN>.

¹⁰¹ Practice Direction 31.1, Case Settlement Initiatives in Civil Cases in the District Court, at paras 10, 13 and 16, available at <https://legalref.judiciary.hk/lrs/common/pd/pdcontent.jsp?pdn=PD31.1.htm&lang=EN>.

¹⁰² *Patil Automation Private Limited and ors, v Rakheja Engineers Private Limited*, 2022 SCC OnLine SC 869, at para. 84.

 Point of Interest

In *Churchill v Merthyr Tydfil County Borough Council*,¹⁰³ the Court of Appeal of England and Wales decided that courts have the power to stay litigation proceedings and order parties to attempt ADR.

The claimant in the case alleged that Japanese knotweed, an invasive plant species that is known to damage structures, had encroached on his land from neighbouring land owned by the defendant council, and brought an action for nuisance. The defendant applied for a one-month stay of proceedings, arguing that the claimant should have first used the defendant's internal complaints procedure.

The court below dismissed the stay application,¹⁰⁴ specifically on the grounds that it was bound to follow the statement in *Halsey v Milton Keynes General NHS Trust*¹⁰⁵ that “to oblige truly unwilling parties to refer their disputes to mediation would be to impose an unacceptable obstruction on their right of access to the court”.

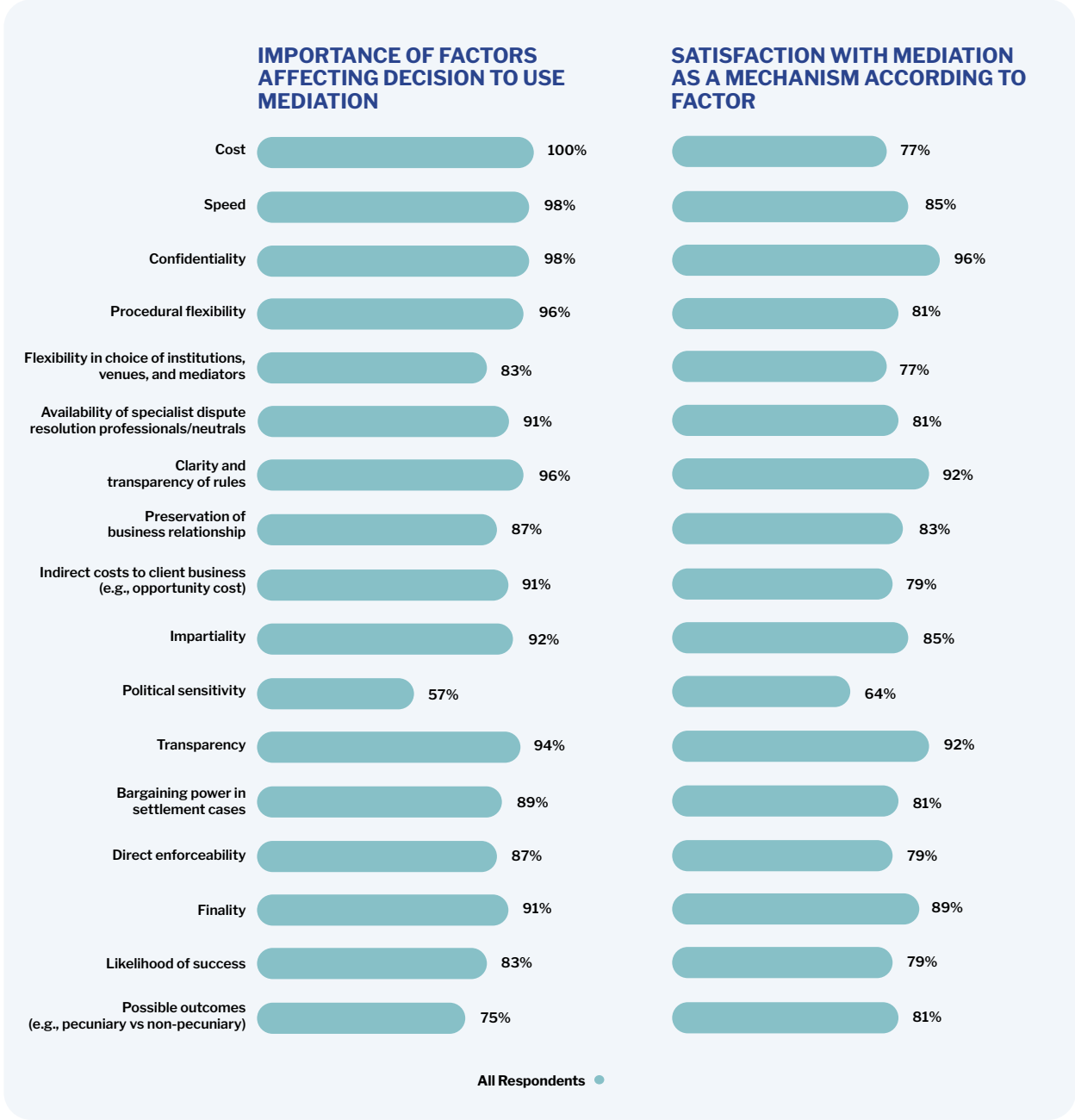
The Court of Appeal disagreed, deciding that the statement cited was *obiter* and did not bind the judge below. It examined the relevant legislation and case law, and determined that courts did indeed have the power to stay proceedings for, or order parties to attempt, ADR.¹⁰⁶ However, it emphasised that it should only do so “provided that the order made does not impair the very essence of the claimant's right to proceed to a hearing, and is proportionate to achieving the legitimate aim of settling the dispute fairly, quickly and at reasonable cost.”¹⁰⁷ Ultimately, partly because things had moved on such that nothing would be gained from a one-month stay, the court declined to order a stay but urged parties to consider agreeing to a temporary stay for mediation or ADR.¹⁰⁸

This precedent updates the previous understanding, set out in *Halsey v Milton Keynes General NHS Trust*,¹⁰⁹ of the court not having the power to compel parties to mediate, because mandatory mediation could potentially violate Article 6 of the European Convention on Human Rights (“**ECHR**”) which provides for a right to a fair trial. At the same time, it was acknowledged that courts could impose costs consequences on parties who unreasonably refused ADR. *Churchill* clarified that requiring parties to attempt ADR is not necessarily incompatible with the right to a fair trial.

In 2024, the principle in *Churchill* was given effect¹¹⁰ in the Civil Procedure Rules (“**CPR**”) through amendments that came into effect in October 2024. The revised rules expressly recognise the court's power to encourage or order parties to participate in ADR as part of its case management powers, reinforcing the objective of resolving disputes in a fair, proportionate and cost-effective manner.¹¹¹

 Factors Affecting the Decision to Use Mediation and Respondents' Satisfaction with Mediation as a Mechanism

EXHIBIT 6.2



¹⁰³ *Churchill v Merthyr Tydfil County Borough Council* [2023] EWCA Civ 1416.

¹⁰⁴ *Churchill v Merthyr Tydfil County Borough Council* [2023] EWCA Civ 1416, at para 3.

¹⁰⁵ *Halsey v. Milton Keynes General NHS Trust* [2004] EWCA Civ 576.

¹⁰⁶ *Churchill v Merthyr Tydfil County Borough Council* [2023] EWCA Civ 1416, at paras. 8-21, 22-58.

¹⁰⁷ *Churchill v Merthyr Tydfil County Borough Council* [2023] EWCA Civ 1416, at para 65.

¹⁰⁸ *Churchill v Merthyr Tydfil County Borough Council* [2023] EWCA Civ 1416, at paras. 71, 75.

¹⁰⁹ *Halsey v Milton Keynes General NHS Trust* [2004] EWCA Civ 576.

¹¹⁰ See Ministry of Justice, 'Explanatory Memorandum to The Civil Procedure (Amendment No. 3) Rules 2024, 2024 No. 839 (L. 11) at para 5.2', available at https://www.legislation.gov.uk/uksi/2024/839/pdfs/uksem_20240839_en_001.pdf.

¹¹¹ See Civil Procedure Rules r1.1(2)(f), 1.4(2)(e), 3.1(2)(o).

- 6.9** The top three factors that respondents considered ‘important’ or ‘absolutely crucial’ in deciding whether to use mediation were cost (100%), speed (98%) and confidentiality (98%). These results remain largely consistent with previous editions of the SIDRA Survey.¹¹² Speed was one of the top factors in all editions of the SIDRA Survey since 2020, while cost was consistently cited as an ‘important’ or ‘absolutely crucial’ factor for around 80% of the respondents through the years.¹¹³
- 6.10** The one notable change from the previous editions of the SIDRA Survey Final Report is that confidentiality is now the joint second-ranked factor (up from joint seventh in the 2024 SIDRA Survey Final Report),¹¹⁴ alongside speed. Impartiality, cited amongst the top three in 2024, while still important, has fallen to seventh rank.
- 6.11** In terms of satisfaction, the top-ranked factor was confidentiality, with 96% of the respondents indicating that they were ‘somewhat satisfied’ or ‘very satisfied’ with it. This was followed by clarity and transparency in rules and procedures (92%), and transparency (92%), both tied in the second position.
- 6.12** Despite ranking among the top three factors that respondents consider ‘important’ or ‘absolutely crucial’ to respondents’ decision to use mediation, cost and speed also present with a considerable satisfaction gap, i.e. a large difference between the percentage of respondents who identified these factors as important and the percentage who expressed satisfaction with mediation’s performance in these areas. Procedural flexibility and indirect cost to client business (e.g. opportunity cost) also similarly fell short of respondents’ expectations. Cost presents the largest such satisfaction gap (100% importance; 77% satisfaction), followed by procedural flexibility (96% importance; 81% satisfaction), speed (98% importance; 85% satisfaction), and indirect costs to client business (e.g. opportunity cost) (91% importance; 79% satisfaction).
- 6.13** 87% of respondents ranked direct enforceability as important and 79% were satisfied with this factor. There has been an overall upward trend in both importance and satisfaction with direct enforceability over the past editions.
- 6.14** 67% of respondents indicated that direct enforceability was important in the SIDRA Survey Final Report 2020,¹¹⁵ 50% in the SIDRA Survey Final Report 2022,¹¹⁶ and 67% in the SIDRA Survey Final Report 2024.¹¹⁷
- 6.15** 55% of respondents reported that they were satisfied with direct enforceability in the SIDRA Survey Final Report 2020,¹¹⁸ 56% in the SIDRA Survey Final Report 2022¹¹⁹ and 71% in the SIDRA Survey Final Report 2024.¹²⁰
- 6.16** In relation to direct enforceability considerations, the Singapore Convention on Mediation¹²¹ is noteworthy. The Singapore Convention on Mediation came into force in 2020. At the time of writing, 60 states have signed the Convention and 23 have adopted it.¹²² The Convention effectively grants international mediated settlement agreements (“**iMSAs**”) a new status in international law by providing a minimalist framework for the direct enforcement and recognition of iMSAs that fall within its scope. Beyond the Singapore Convention on Mediation, enforcement mechanisms for iMSAs vary according to the legal form in which the iMSA is recorded.

¹¹² SIDRA Survey Final Report 2024 at Exhibit 6.2; SIDRA Survey Final Report 2022 at Exhibit 6.2; and SIDRA Survey Final Report 2020 at Exhibit 7.1.1.

¹¹³ SIDRA Survey Final Report 2024 at Exhibit 6.2; SIDRA Survey Final Report 2022 at Exhibit 6.2; and SIDRA Survey Final Report 2020 at Exhibit 7.1.1.

¹¹⁴ SIDRA Survey Final Report 2024, Exhibit 6.2.

¹¹⁵ SIDRA Survey Final Report 2020, Exhibit 7.1.3.

¹¹⁶ SIDRA Survey Final Report 2022, Exhibit 6.2.

¹¹⁷ SIDRA Survey Final Report 2024, Exhibit 6.2.

¹¹⁸ SIDRA Survey Final Report 2020, Exhibit 7.1.3.

¹¹⁹ SIDRA Survey Final Report 2022, Exhibit 6.2.

¹²⁰ SIDRA Survey Final Report 2024, Exhibit 6.2.

¹²¹ United Nations Convention on International Settlement Agreements Resulting from Mediation (New York, 2018)

(“**Singapore Convention on Mediation**”).

¹²² Singapore Convention on Mediation, available at <https://www.singaporeconvention.org>.

- 6.17** From an international perspective, iMSAs are recorded in the following legal forms:

- Ordinary contract
- Lawyer’s deed (civil law jurisdictions mainly)
- Notarised deed (civil law jurisdictions mainly)
- Mediation deed (civil law jurisdictions mainly)
- Consent arbitral award
- Consent judgment
- Singapore Convention on Mediation enforcement

- 6.18** Each of these legal forms has different requirements, and offer opportunities and risks. In terms of requirements, they may require the presence of lawyers, notaries, or arbitrators to provide a type of review or ratification of the settlement. The Singapore Convention (Article 4(1)) has only two requirements: first, that the parties sign an international commercial settlement agreement, and second, that the settlement agreement results from mediation.

- 6.19** Enforcement procedures vary in terms of, *inter alia*, the extent to which they are expedited and the range of defences available to challenge enforcement.¹²³

Point of Interest

In international commercial disputes, confidentiality is an important tool to ensure preservation of commercial secrets, intellectual property, parties’ financial information and to protect corporate reputations. Confidentiality allows parties to engage in frank discussions and explore settlement options without concern that proposals, concessions, or commercially sensitive information may later be used against them. This protection encourages greater openness during negotiations and may facilitate more effective problem-solving. The guarantee that parties can address the merits of the dispute without running the risk of having sensitive commercial information disclosed may lead to a more adequate outcome for the dispute.

Best practice regulatory approaches to mediation confidentiality focus on strengthening and clarifying its scope and its exceptions.

Mediation confidentiality and related evidential issues present a particularly complex area of mediation law that fall into three main categories as set out below. The UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation¹²⁴ is one of the few legislative instruments that deals with all three categories:

1. Insider-outsider confidentiality: participants involved in a mediation (insiders) cannot make prohibited disclosures to people outside the mediation (outsiders);¹²⁵
2. Insider-insider confidentiality: regulates the flow of information in mediation, especially in relation to private sessions (also known as caucuses) between the mediator and a party;¹²⁶ and
3. Insider-court confidentiality: involves the rights and obligations associated with protecting these mediation communications from being admitted in evidence in court and arbitral proceedings. It is categorised as a specific form of insider-outsider confidentiality in which the court is the outsider. Technically, however, this area is not about confidentiality but rather about admissibility of evidence.¹²⁷

¹²³ Nadja Alexander and Shouyu Chong, *An introduction to the Singapore convention on mediation: Perspectives from Singapore*, (2018) Nederlands-Vlaams Tijdschrift voor Mediation en Conflictmanagement, 4, 37-56.

¹²⁴ UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation 2018.

¹²⁵ UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation 2018 (UNCITRAL), Article 10.

¹²⁶ UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation 2018 (UNCITRAL), Article 9.

¹²⁷ UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation 2018 (UNCITRAL), Article 11.

Point of Interest

These three categories of confidentiality are typically regulated by a combination of legislative provisions and institutional rules. By way of example, Singapore’s Mediation Act (2017) addresses insider-outsider confidentiality in section 9 and insider-court confidentiality in sections 10 and 11. Insider-insider confidentiality is managed via institutional rules or arrangements made for the specific mediation which are incorporated into the mediation agreement entered into preceding the mediation sessions.¹²⁸ The Mediation Ordinance (Cap. 620, 2013) in Hong Kong (SAR) takes a similar approach.¹²⁹

Another example is the Federal Law No. 6 of 2021 on Mediation in Civil and Commercial Disputes in the United Arab Emirates.¹³⁰ This legislation also includes the three categories of confidentiality. Article 10(2) addresses insider-insider confidentiality, where mediators may arrange for caucuses with each party but “may not disclose to the other party any information that comes to his knowledge within such sessions, without prior approval of the disclosing party”. Article 14 addresses insider-outsider confidentiality and insider-court confidentiality. The mediation session is confidential as a default, but information may be disclosed if parties agree to it or if it involves a criminal act.

In December 2025, the State Council of the People’s Republic of China approved the Regulations on Commercial Mediation (the “**Regulations**”).¹³¹ The Regulations came into force on 1 May 2026. Articles 14 and 19 address insider-outsider confidentiality, stipulating confidentiality as a governing principle of mediation and providing for mediations in general to be conducted confidentially. Article 19 also provides exceptions to confidentiality, such as where parties agree to disclose the information in writing or where required by law (insider-court confidentiality). Notably, the regulations do not address insider-insider confidentiality (caucus). Insider-insider confidentiality is regulated by institutional rules, such as Article 27 of the China Council for the Promotion of International Trade Mediation Center (“**CCPIT**”) Mediation Rules 2024.¹³²

In other illustrations, the Japan Commercial Arbitration Association (“**JCAA**”) Commercial Mediation Rules 2024¹³³ specifically emphasise the protection of confidentiality and privilege in subsequent judicial and arbitral proceedings, drawing on the UNCITRAL Model Law on International Commercial Mediation Articles 9-11.

¹²⁸ Singapore International Mediation Centre Mediation Rules (2025), Rule 9; see also International Chamber of Commerce Mediation Rules (2014), Article 9; see also Vienna International Arbitral Centre Rules of Arbitration and Mediation (2021), Article 12.

¹²⁹ See Sections 8, 9 and 10.

¹³⁰ Federal Law No. 6 of 2021 on Mediation in Civil and Commercial Disputes, available at <https://uaelegislation.gov.ae/en/legislations/1501/download>.

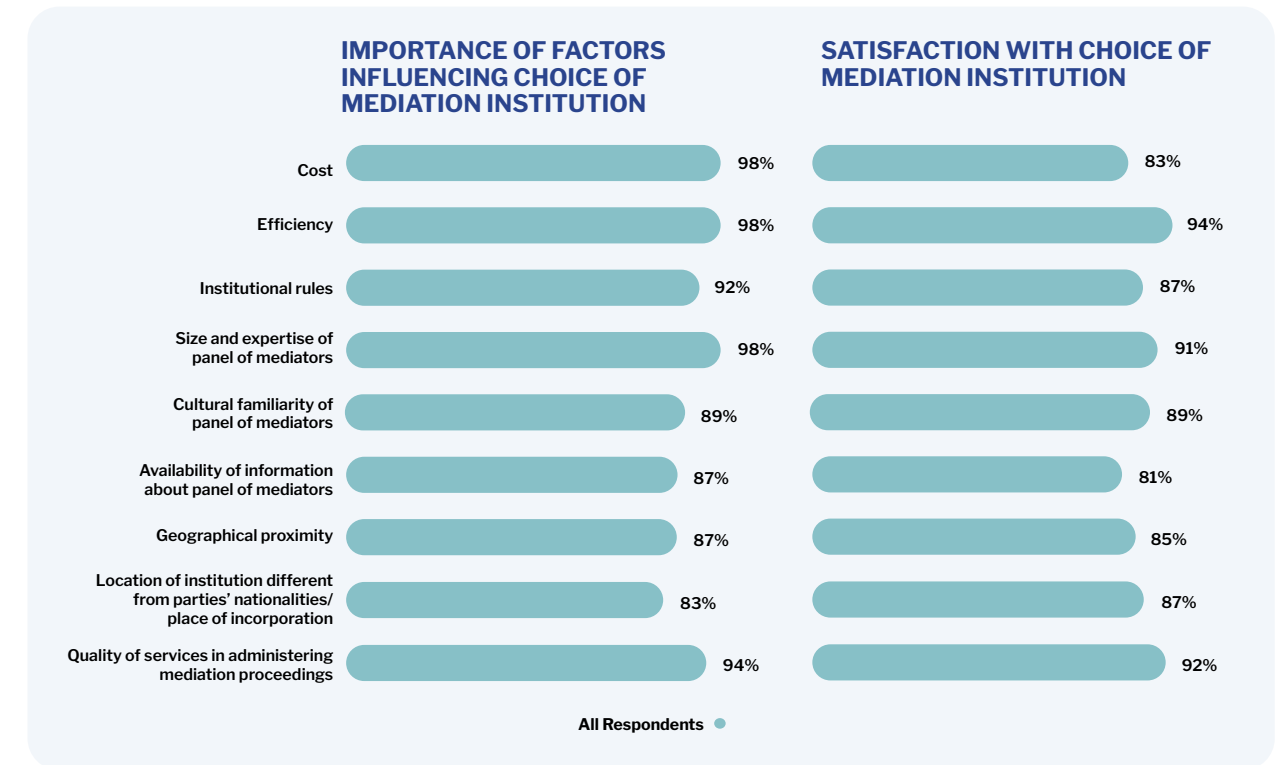
¹³¹ Regulations on Commercial Mediation (Decree No. 827 of the State Council of the People’s Republic of China, available at https://www.mee.gov.cn/zcwj/gwywj/202601/t20260107_1140192.shtml).

¹³² China Council for the Promotion of International Trade Mediation Center (“**CCPIT**”) Mediation Rules 2024, available at <https://adr.ccpit.org/home/mediationRules>.

¹³³ Japan Commercial Arbitration, Commercial Mediation Rules 2024, available at https://www.jcaa.or.jp/en/common/pdf/mediation/JCAA_Commercial_Mediation_Rules_en2024.pdf?240422.

Factors Affecting the Choice of Mediation Institutions and Respondents’ Satisfaction with Mediation Institutions

EXHIBIT 6.3



6.20 When choosing a mediation institution, 98% of the respondents rated cost, efficiency, and size and expertise of panel of mediators as ‘important’ or ‘absolutely crucial’ factors. Efficiency was also the most-cited factor for satisfaction with a mediation institution (94%), followed by quality of services in administering mediation proceedings (92%), and size and expertise of the panel of mediators (91%).

6.21 Different institutions have aimed to have a variety of mediators on their panel. The list of mediators of institutions is generally made available to the public. For instance, the Singapore International Mediation Centre (“**SIMC**”) has a diverse panel of mediators, with options to select a mediator based on the sector that they are in, the countries where they are active in or originate from and even the language spoken.¹³⁴ The Centre for Effective Dispute Resolution (“**CEDR**”) has one of the largest commercial mediation panels in the United Kingdom and around the world.¹³⁵ As the institution has been frequently requested to appoint mediators originating from various jurisdictions in international disputes, the CEDR established a Global Panel that consists of mediators from over 40 countries and holds different language skills.

¹³⁴ SIMC Mediators, available at <https://simc.com.sg/mediators>.

¹³⁵ CEDR International Mediator Panel, available at <https://www.cedr.com/commercial/cedrmediators/int-panel/>.

Point of Interest

A number of mediation institutions have focused on enhancing the cultural competence and diversity of their mediator panels. Initiatives include the provision of more detailed information regarding mediators' international and cross-cultural experience for parties to consider when choosing the ideal professional for their case, and search tools that allow users to filter mediators according to factors such as language capabilities, nationality, place of residence, gender and professional background. Examples of institutions that provide such search functions are SIMC¹³⁶, the Hong Kong International Arbitration Centre ("HKIAC")¹³⁷ and the JCAA¹³⁸.

The CEDR¹³⁹ has promoted diversity and inclusion initiatives aimed at improving representation within the mediation profession and ensuring that mediator panels better reflect the diversity of mediation users. The centre's search system also includes the possibility to choose mediators based on their language and location.

Other initiatives include specific training for mediators to develop gender and cross-cultural awareness.

The International Mediation Institute ("IMI") launched the IMI Intercultural Competence Specialization Minimum Standards and the Criteria for IMI Inter-Cultural Qualifying Assessment (ICQAP) Program Certification in 2012.¹⁴⁰ This project was spearheaded by the IMI Inter-Cultural Task Force, which identified six Cultural Focus Areas (CFAs)¹⁴¹ that were described as factors that may be relevant when preparing for cross-cultural mediations:

1. Relatedness and Communication Styles: This includes considerations about differences in communication styles in different cultures, including factors such as language formality level, direct or indirect style of communication, emotional expression, physical or non-physical touch when communicating, amongst other cultural markers.

2. Mindset Towards Conflict: This relates to how parties prefer to negotiate, how they tolerate risk, and whether they see conflict as positive or negative.

3. Mediation Process: This relates to the protocols and the expected roles the mediator and parties are to play in a mediation process.

4. Orientation Towards Exchanging Information: This relates to the process of exchanging information. Throughout this process, there are certain characteristics and styles of exchange parties tend to adopt, such as transparency, depth of information shared, and whether the information is rooted more in facts, social or legal conventions.

5. Time Orientation: This relates to how parties view, value and manage time (e.g., rigid adherence to schedules in comparison to flexible, relationship-driven pacing).

6. Decision-making Approaches: This relates to how agreements are reached and executed, including consensus-building, hierarchy and authoritative approvals.

6.22 Institutions have also taken various steps to train mediators. Programmes vary across different jurisdictions. In civil law jurisdictions, the programme is generally longer in terms of hours and includes a more in-depth academic discussion as compared to common law jurisdictions. However, over the years, there has been cross-fertilisation of training styles and content in various types of legal jurisdictions.

6.23 Training programmes in common law jurisdictions such as the United Kingdom are run by organisations such as the London School of Mediation and the Mediator Academy.¹⁴² The workshop is generally conducted over five days, consisting of theory classes and exercises, and intense role-plays based on hypothetical case studies. This is followed by a role-play assessment at the end of the workshop in order to attain accreditation.

6.24 Another example of an accreditation programme in a common law jurisdiction is the Australian Mediator and Dispute Resolution Accreditation Standards ("AMDRAS"). In 2024, Australia transitioned from the National Mediator Accreditation System ("NMAS") to AMDRAS, moving from a single tier of accreditation to a more sophisticated three-tier system (Accredited Mediator, Advanced Mediator and Leading Mediator).¹⁴³ The number of training hours required for the initial mediator training course was also increased, from 38 hours¹⁴⁴ to 45 hours¹⁴⁵ (essentially going from 5 days of training to 6). Trainees attend at least nine simulated mediations or practice sessions, taking on the role of mediator in at least three of them; they must also perform at least one intake session.¹⁴⁶ They must then pass an assessment, comprising a 1200-word written assessment and a standardised simulated mediation.¹⁴⁷

6.25 In civil law jurisdictions such as Austria, the accreditation workshop is regulated by the Civil Law Mediation Act and the EU Mediation Law (as and where applicable).¹⁴⁸ The accreditation workshop lasts over 365 hours split into theory and practice sections. Interestingly, unlike typical training programmes, this particular workshop also delves into personality theories and psychosocial issues, as well as requiring the participant to shadow in the field of mediation.

6.26 In Latin America, judicial reform initiatives implemented since the 1990s have promoted ADR mechanisms as part of broader efforts to improve access to justice, reduce court congestion and modernise judicial systems.¹⁴⁹ As the interest in ADR increased, mediator training programmes, accreditation mechanisms and court-connected dispute resolution initiatives were created in a number of civil law jurisdictions.

6.27 In Argentina, ODR *Latinoamérica* has developed an IMI recognised Certified Mediator Training Program,¹⁵⁰ offering mediation training across Ibero-America. This training lasts for a minimum of 40 hours, with up to 10% of this training duration being delivered asynchronously.¹⁵¹ This programme pairs conceptual learning with practical training, such as role plays, applied exercises and case analysis, and the participants are coached by experienced mediators.

¹⁴² London School of Mediation, available at <https://www.londonschoolofmediation.com/>; see also Mediator Academy, available at <https://www.mediatoracademy.com/>.

¹⁴³ Australian Disputes Centre, 'Australia starts transition from NMAS to AMDRAS', available at <https://disputescentre.com.au/australia-starts-transition-from-nmas-to-amdras/>.

¹⁴⁴ Australian Disputes Centre, 'National Mediator Accreditation System' (2015), available at <https://disputescentre.com.au/wp-content/uploads/2015/03/National-Mediator-Accreditation-System-Vol-6-Ed-2-Autumn.pdf>

¹⁴⁵ AMDRAS Board, 'The Australian Mediator and Dispute Resolution Accreditation Standards (AMDRAS), at clause 23.1(a); see also Appendix 1 Table 1 (available at <https://amdras.au/wp-content/uploads/2026/05/AMDRAS-Standards-Master-October-2025-rev-A-14-11-2025-1.pdf>)

¹⁴⁶ AMDRAS Board, 'The Australian Mediator and Dispute Resolution Accreditation Standards (AMDRAS), at clauses 26 and 27.2(a) (available at <https://amdras.au/wp-content/uploads/2026/05/AMDRAS-Standards-Master-October-2025-rev-A-14-11-2025-1.pdf>)

¹⁴⁷ AMDRAS Board, 'The Australian Mediator and Dispute Resolution Accreditation Standards (AMDRAS), at clause 23.1(a); see also Appendix 1 Table 1 (available at <https://amdras.au/wp-content/uploads/2026/05/AMDRAS-Standards-Master-October-2025-rev-A-14-11-2025-1.pdf>)

¹⁴⁸ Mediation Network, 'Requirements to Become and Be a Mediator in Austria', available at <https://mediation.turiba.lv/saturs/Faili%20jauna%20lapa/REQUIREMENTS%20AUSTRIA.pdf>. Please note that this website may require a VPN.

¹⁴⁹ Maria Dakolias, *The Judicial Sector in Latin America and the Caribbean: Elements of Reform* (World Bank Technical Paper No. 319, 1996), at pages 6-7, available at <https://documents1.worldbank.org/curated/en/427921468226755170/pdf/multi-page.pdf>.

¹⁵⁰ ODR Latinoamérica, 'IMI Certified Mediator Training Program', available at <https://www.odrla.com/imi>.

¹⁵¹ ODR Latinoamérica, 'IMI Certified Mediator Training Program', available at <https://www.odrla.com/imi>. See also IMI, 'ODR Latinoamérica IMI Certified Mediator Training Program' accreditation dossier, available at <https://imimediation.org/download/12773/odr-latinoamerica/91941/imi-cmtp-odr-latinoamerica.pdf>.

¹³⁶ SIMC, available at <https://simc.com.sg/>.

¹³⁷ HKIAC, available at <https://hkiac.org/other-services/mediation/>.

¹³⁸ JCAA, available at <https://www.jcaa.or.jp/en/mediation/candidate.php?mode=view>.

¹³⁹ CEDR Foundation, 'Diversity & Inclusion in Mediation: Building a Profession That Reflects Society', available at <https://www.cedr.com/foundation>.

¹⁴⁰ International Mediation Institute ("IMI"), 'Tenth Anniversary of the IMI Intercultural Competence Criteria', available at <https://imimediation.org/2022/12/29/tenth-anniversary-of-the-imi-intercultural-competence-criteria>.

¹⁴¹ IMI, Competency Criteria, available at <https://imimediation.org/practitioners/competency-criteria/>.

6.28 In Chile, institutions such as the *Pontificia Universidad Católica de Chile*¹⁵² and the *Universidad Alberto Hurtado*¹⁵³ offer specialised mediation training programmes. *Pontificia Universidad Católica de Chile* offers a 50-hour training programme, of which up to 6 hours may be delivered asynchronously where the programme is offered in a partially or fully online format.¹⁵⁴ The “*Diplomado en Mediación y Resolución de Conflictos*” from the *Universidad Alberto Hurtado* offers a 116-hour programme which is conducted wholly online.¹⁵⁵ Both programmes have similar syllabus to ODR *Latinoamérica*.

6.29 In Brazil, mediator training is commonly delivered through court-connected initiatives established under National Council of Justice (“**CNJ**”) Resolution No. 125/2010,¹⁵⁶ often coordinated by local Permanent Centres for Consensual Methods of Dispute Resolution (“**NUPEMECs**”)¹⁵⁷ and Judicial Centres for Conflict Resolution and Citizenship (“**CEJUSCs**”)¹⁵⁸ in partnership with public and private institutions, such as universities and other educational institutions. The training comprises a minimum of 100 hours, including 40 hours of theoretical instruction, and from 60 to 100 hours of mandatory supervised practical training through internships.¹⁵⁹ The participant has to submit a written report before proceeding to the practical stage. The theoretical curriculum follows the guidelines established by the CNJ, covering topics such as conflict theory, methods of consensual dispute resolution, negotiation, conciliation and mediation techniques, communication skills, ethics, confidentiality, legal and institutional aspects of mediation, and practical simulations.

6.30 The Indian Institute of Arbitration and Mediation (“**IIAM**”) carries out a professional mediator training programme that spans over 55 hours (seven days) in a hybrid mode, so as to cater to busy professionals who wish to undergo training without disrupting their schedules.¹⁶⁰ The programme covers theoretical basics such as understanding the goals and techniques for mediation, as well as the structure of the mediation process. The programme also gives an overview of online mediation, and guides the participants through the Peacegate App – India’s first dispute resolution app.¹⁶¹

¹⁵² IMI, ‘New IMI Certified Mediator Training Program: Pontificia Universidad Católica de Chile’, available at

<https://imimediation.org/2024/07/07/new-imi-certified-mediator-training-program-pontificia-universidad-catolica-de-chile/>.

¹⁵³ Universidad Alberto Hurtado, *Programa de Mediación y Resolución de Conflictos* available at <https://derecho.uahurtado.cl/programas/programa-de-gestion-y-resolucion-de-conflictos/>.

¹⁵⁴ IMI, ‘IMI CMTP — Pontificia Universidad Católica de Chile, available at, https://imimediation.org/wpfd_file/imi-cmtp-pontificia-universidad-catolica-de-chile/.

¹⁵⁵ *Universidad Alberto Hurtado, Diplomado en Mediación y Resolución de Conflictos*. <https://postgrados.uahurtado.cl/programa/diplomado-en-mediacion-y-resolucion-de-conflictos/>.

¹⁵⁶ Brazil, Conselho Nacional de Justiça. *Resolução 125 de 29 de novembro de 2010*, Article 12, available at https://www.cnj.jus.br/wp-content/uploads/2014/04/resolucao_125_29112010_23042014190818.pdf.

¹⁵⁷ Brazil, Conselho Nacional de Justiça. *Resolução 125 de 29 de novembro de 2010*, Article 7, available at https://www.cnj.jus.br/wp-content/uploads/2014/04/resolucao_125_29112010_23042014190818.pdf.

¹⁵⁸ Brazil, Conselho Nacional de Justiça. *Resolução 125 de 29 de novembro de 2010*, Article 8, available at https://www.cnj.jus.br/wp-content/uploads/2014/04/resolucao_125_29112010_23042014190818.pdf.

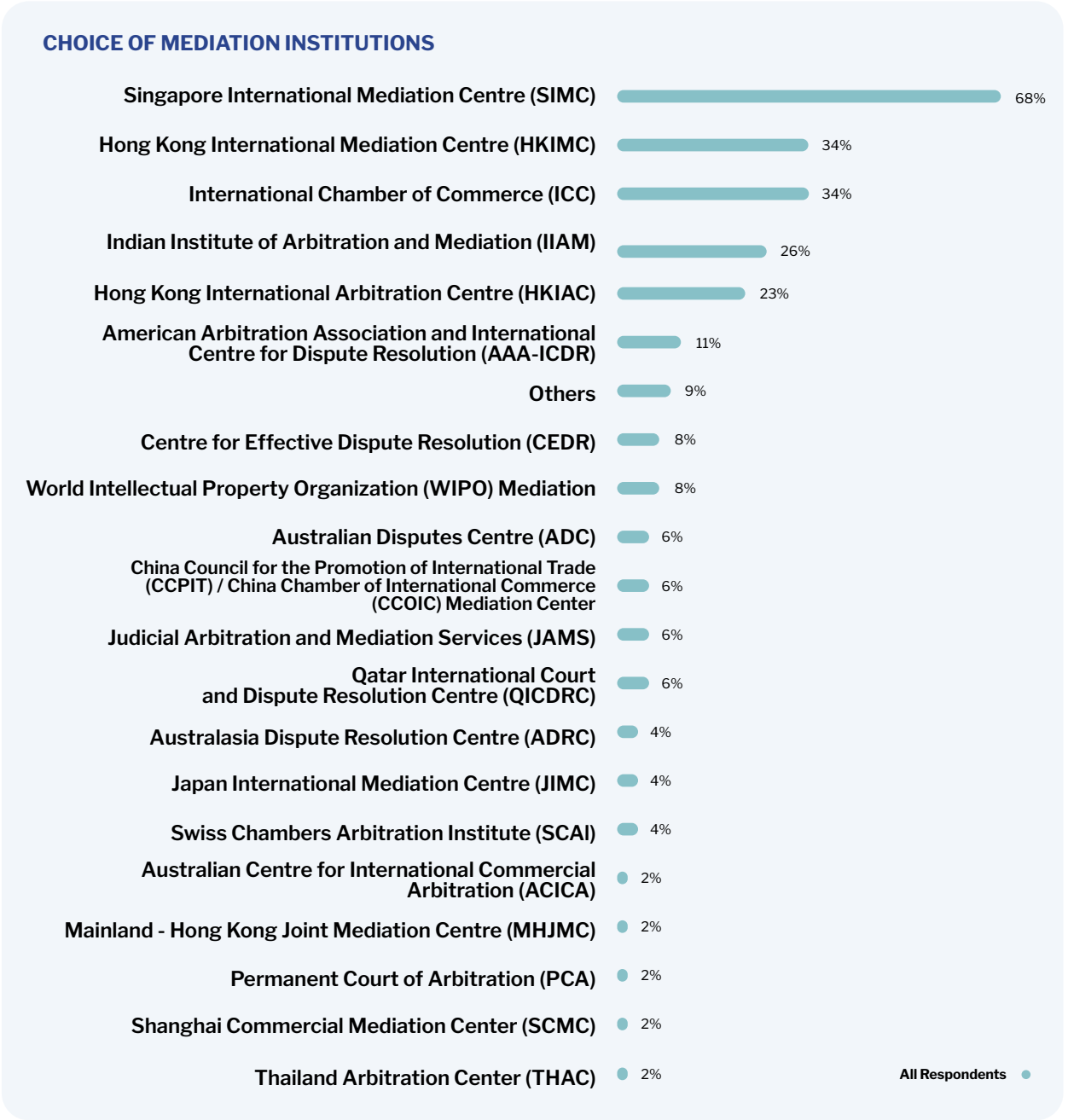
¹⁵⁹ Brazil, *Conselho Nacional de Justiça (Brazil)*, Resolution No 125 of 29 November 2010 on the National Judicial Policy for the Adequate Treatment of Conflicts of Interest, Annex I, I(1) at 1.3. Available at <https://atos.cnj.jus.br/files/compilado202229202109176144f905edf8f.pdf>.

¹⁶⁰ IIAM Professional Mediator Training Program, available at <https://www.arbitrationindia.com/mtp.html>.

¹⁶¹ PeaceGate – The Resolution App, available at <https://peacegate.in/home>.

 Choice of Mediation Institutions

EXHIBIT 6.4



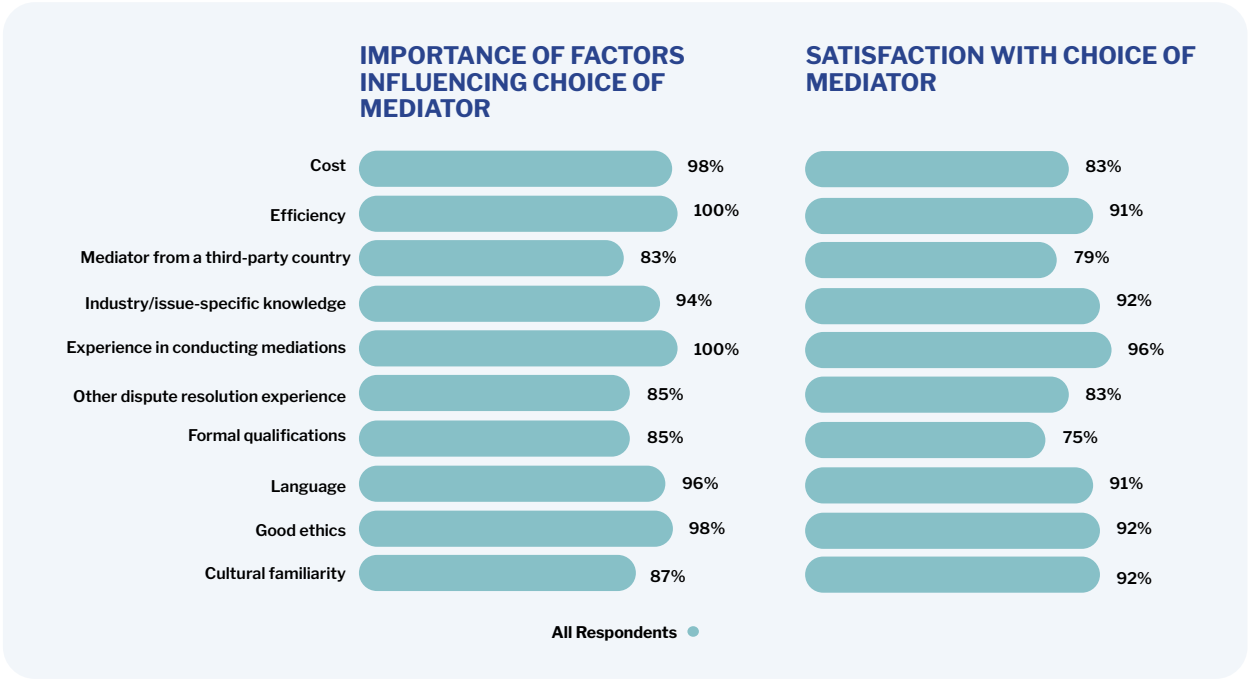
6.31 The mediation institution most used by respondents was the SIMC (68%), with the Hong Kong International Mediation Centre (“**HKIMC**”) and International Chamber of Commerce (“**ICC**”) tied in second place (34%). SIMC and ICC have also been among the top three mediation institutions in the three previous SIDRA Survey Final Reports.¹⁶²

¹⁶² SIDRA Survey Final Report 2024 at Exhibit 6.4; SIDRA Survey Final Report 2022 at Exhibit 6.3; SIDRA Survey Final Report 2020 at Exhibit 7.2.6.

- 6.32** The SIMC was the most popular institution used by the respondents of the current survey.¹⁶³ During Singapore Convention Week 2025, SIMC signed a Memorandum of Understanding (“**MOU**”) with the Tashkent Mediation Centre and also renewed the MOU with the Japan Arbitration Association concerning SIMC’s joint protocol with the Japan International Mediation Center (“**JIMC**”).¹⁶⁴ These protocols encourage collaboration amongst institutions and also attract suitable cases to enter mediation under the auspices of SIMC and the partner institutions.
- 6.33** Beyond Asia, mediation institutions in the Middle East are strengthening their dispute resolution frameworks. The Saudi Center for Commercial Arbitration (“**SCCA**”) recently launched a public consultation on its draft Mediation Rules, with comments invited until 3 December 2025.¹⁶⁵ The Mediation Rules are expected to enter into force in 2026 and are aimed at enhancing efficiency, accessibility and procedural integrity in mediation proceedings.¹⁶⁶
- 6.34** In Qatar, the Qatar International Court and Dispute Resolution Centre (“**QICDRC**”) is enhancing the regional ADR infrastructure for disputes regarding intellectual property and technology.¹⁶⁷ The QICDRC signed a MOU with the World Intellectual Property Organization (“**WIPO**”) in October 2024, and established specialised initiatives such as workshops on advanced arbitration and mediation in intellectual property and technology disputes.¹⁶⁸

 Factors Affecting the Choice of Mediators and Respondents’ Satisfaction with Choice of Mediators

EXHIBIT 6.5



¹⁶³ It is important to note that the jurisdiction with the highest number of respondents is Singapore.

¹⁶⁴ Singapore International Mediation Centre, ‘From Panels to Partnerships: Connections Forged at the Singapore Convention Week 2025’, available at <https://simc.com.sg/news/panels-partnerships-connections-forged-singapore-convention-week-2025>. The JIMC is administered by a Japan Association of Arbitrators committee – see Singapore International Mediation Centre, ‘JIMC-SIMC Protocol’, available at <https://simc.com.sg/jimc-simc-protocol>.

¹⁶⁵ Saudi Center for Commercial Arbitration (“**SCCA**”), ‘SCCA Launches Public Consultation on Draft Mediation Rules’, available at <https://sadr.org/en/media-center/news/scca-launches-public-consultation-on-draft-mediation-rules>.

¹⁶⁶ SCCA, ‘SCCA Launches Public Consultation on Draft Mediation Rules’, available at <https://sadr.org/en/media-center/news/scca-launches-public-consultation-on-draft-mediation-rules>.

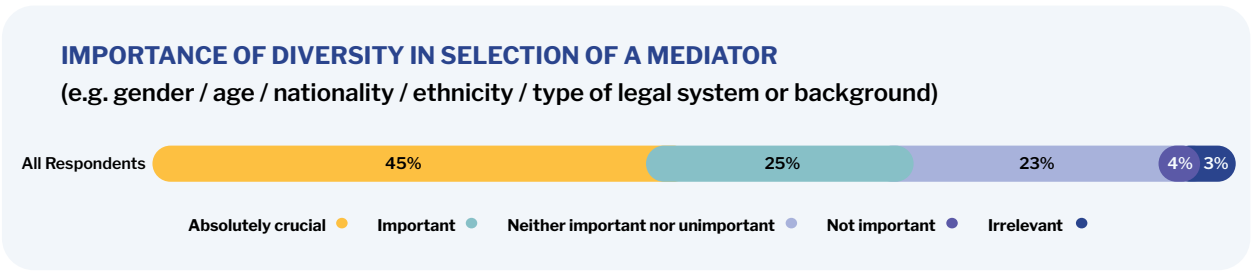
¹⁶⁷ Qatar International Court and Dispute Resolution Centre (“**QICDRC**”), ‘QICDRC and WIPO Sign Landmark MOU to Promote Alternative Dispute Resolution for Intellectual Property’, available at <https://www.qicdrc.gov.qa/media-center/news/qicdrc-and-wipo-sign-landmark-mou-promote-alternative-dispute-resolution>.

¹⁶⁸ QICDRC, ‘Qatar International Court and Dispute Resolution Centre Organises Workshop on Advanced Arbitration and Mediation in Intellectual Property and Technology Disputes’, available at <https://www.qicdrc.gov.qa/media-center/news/qatar-international-court-and-dispute-resolution-centre-organises-workshop>.

- 6.35** The top two factors influencing the choice of mediators were experience in conducting mediation and efficiency (both 100%). Experience in conducting mediation and good ethics were the top two factors influencing choice of mediators in the SIDRA Survey Final Report 2024, 2022 and 2020.¹⁶⁹ Efficiency replaced good ethics in the top two factors in this edition, although good ethics still remains a highly popular factor, ranked joint-third and identified by 98% of the respondents.
- 6.36** The fairly consistent showing of the factor of good ethics reflects the importance of trust in mediation settings. This is also reflected in Article 5(1)(e) of the Singapore Convention on Mediation, which permits a court to refuse enforcement of an international mediated settlement agreement (iMSA) where a serious breach of applicable mediator standards (which could include ethical standards) is causally linked to one or more parties’ decision to enter into the iMSA.
- 6.37** Similar to the SIDRA Survey Final Reports 2024, 2022 and 2020,¹⁷⁰ the lowest number of respondents considered whether the mediator is from a third-party country to be ‘important’ or ‘absolutely crucial’ (83%). However, the percentage attributing importance to this factor has increased in this iteration of the Survey, rising from 53% in 2020, 39% in 2022 and 42% in 2024 to 83% in the present survey.
- 6.38** Overall, respondents were satisfied with the aforementioned factors relative to the importance placed on them. The highest percentage of respondents (96%) indicated that they were ‘satisfied’ or ‘very satisfied’ with their mediator’s experience in conducting mediations. Tied in the second position were good ethics, cultural familiarity, and industry/issue-specific knowledge (92%). Efficiency was tied in fifth place with language (91%).
- 6.39** As mentioned above, the lowest percentage of respondents (83%) considered a mediator being from a third-party country to be ‘important’ or ‘absolutely crucial’. This may be part of the explanation for the high ranking of cultural familiarity (joint-second, as mentioned above) in respondents’ satisfaction: it seems that parties are not prioritising mediators being from third-party countries, and so may end up with mediators who have high levels of cultural familiarity with parties since these mediators may be from a similar background. At the same time, the increasing percentage of respondents across the years who consider the mediator being from a third-party country to be important should give the mediation community some food for thought. This may reflect an increasing desire among users for more perceived independence of mediators. Mediators should consider developing cultural competence beyond their own backgrounds, so that they may meet this changing preference, while also effectively understanding and navigating the cultural contexts of the disputing parties. Cultural sensitivity is a professional competency that can be developed¹⁷¹ through training, experience and reflective practice. Other strategies may also be employed, such as co-mediation involving mediators from different cultural backgrounds.

 Importance of Diversity in the Selection of a Mediator

EXHIBIT 6.6



¹⁶⁹ SIDRA Survey Final Report 2024 at Exhibit 6.8; SIDRA Survey Final Report 2022 at Exhibit 6.5; SIDRA Survey Final Report 2020 at Exhibit 7.3.1.

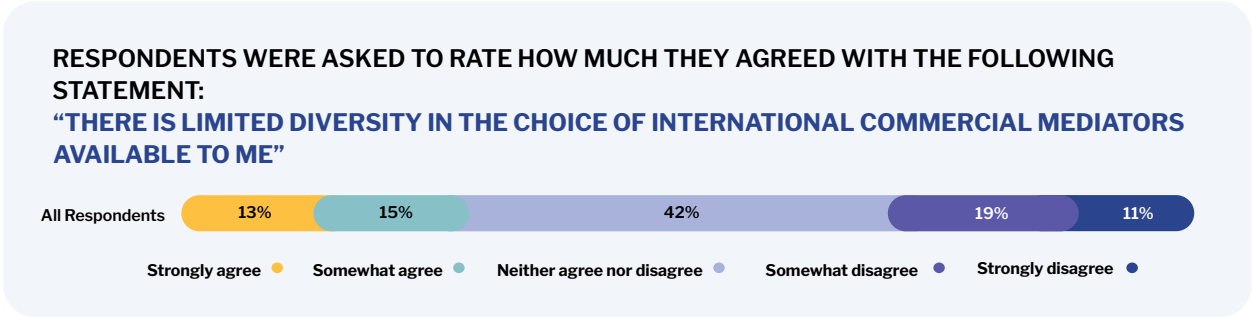
¹⁷⁰ SIDRA Survey Final Report 2024 at Exhibit 6.8; SIDRA Survey Final Report 2022 at Exhibit 6.5; SIDRA Survey Final Report 2020 at Exhibit 7.3.1.

¹⁷¹ Law S. F., ‘Culturally sensitive mediation: The importance of culture in mediation accreditation’, (2009) 20(3) *Australasian Dispute Resolution Journal* 162, at 168.

- 6.40** There are many aspects to diversity, and here we consider ethnicity, gender, age, nationality and type of legal system or background.
- 6.41** For 70% of the respondents, diversity was ‘important’ or ‘absolutely crucial’ to them when choosing a suitable mediator to facilitate their dispute. Only 23% considered diversity ‘neither important nor unimportant’, and 7% of the respondents viewed diversity as ‘not important’ or ‘irrelevant’.
- 6.42** Diversity has been explored in the SIDRA Survey since the SIDRA Survey Final Report 2022. In that edition, diversity was deemed ‘important’ (50%) or ‘absolutely crucial’ (11%) by the majority of respondents.¹⁷² However, the SIDRA Survey Final Report 2024 showed a shift towards indifference, with diversity considered as ‘absolutely crucial’ or ‘important’ for only 21% of the respondents, while 46% indicated that diversity was ‘neither important nor unimportant’.¹⁷³ In 2026, there was a swing back towards the original sentiment, with a majority once again indicating that diversity was ‘important’ or ‘absolutely crucial’ when choosing a mediator, as noted above. The inconsistent user attitude towards diversity may suggest that the path towards embedding it as a consistent priority remains a long one.

 Limited Diversity in the Choice of International Commercial Mediators

EXHIBIT 6.7



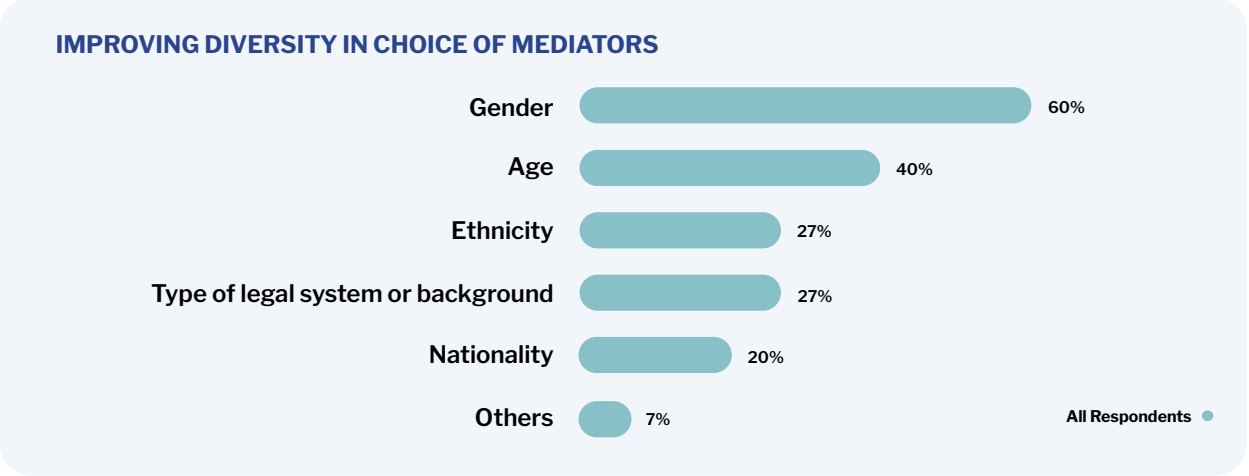
- 6.43** A combined 28% of the respondents ‘strongly agree[d]’ or ‘somewhat agree[d]’ that there was limited diversity in the choice of international commercial mediators. This represents a decrease from the SIDRA Survey Final Report 2024, where 46% of respondents agreed or strongly agreed with the same statement. 42% of the respondents in this edition neither agreed nor disagreed that there was limited diversity in the choice of international commercial mediators, as compared to 38% in 2024.¹⁷⁴

¹⁷² SIDRA Survey Final Report 2022 at Exhibit 6.8.
¹⁷³ SIDRA Survey Final Report 2024 at Exhibit 6.9.
¹⁷⁴ SIDRA Survey Final Report 2024 at Exhibit 6.10.

- 6.44** This finding suggests that fewer respondents perceive the available pool of international commercial mediators as limited in diversity. This could be due to the initiatives by various mediation institutions and organisations to improve diversity in their mediator pool over the years. Some of these bodies include the Centre for Effective Dispute Resolution (CEDR),¹⁷⁵ the CPR Dispute Resolution Service,¹⁷⁶ the IMI,¹⁷⁷ the ADR Institute of Canada,¹⁷⁸ and the Civil Mediation Council in the United Kingdom.¹⁷⁹ These initiatives generally seek to improve representation within mediator panels, enhance intercultural competence and encourage greater diversity within the dispute resolution profession.

 Improving Diversity in Choice of Mediators

EXHIBIT 6.8



- 6.45** Gender (60%) and age (40%) were the two top categories in which respondents wanted to see more diversity. This differs from previous editions of the SIDRA Survey Report.¹⁸⁰ In 2022, gender was also the most frequently selected category (60%), but nationality and ethnicity were tied in second place (50%). In the 2024 edition, ethnicity (73%), gender (64%) and age (64%) were the top three categories. In 2026, gender and age were the top two (as mentioned above), with ethnicity and type of legal system or background tied in third place (27%).

¹⁷⁵ CEDR Foundation, ‘Diversity & Inclusion in Mediation: Building a Profession That Reflects Society’, available at <https://www.cedr.com/foundation>.
¹⁷⁶ CPR Dispute Resolution Services, ‘Diversity Commitment Clause’, available at <https://drs.cpradr.org/model-clauses/arbitration-model-clauses/diversity-focus>.
¹⁷⁷ IMI, ‘Competency Criteria’, see section on ‘Minimum Standards—Intercultural Competence Specialisation’, available at <https://imimediation.org/docs/imi-mediators/professional-standards/competency-criteria/>.
¹⁷⁸ ADR Institute of Canada, ADRIC’s Commitment to Diversity, Equity, and Inclusion, available at <https://adric.ca/commitment-to-diversity/>.
¹⁷⁹ Civil Mediation Council, Join our ED&I Working Group – Help Shape the Future of Mediation, available at <https://civilmediation.org/new-ed-i-working-group/>.
¹⁸⁰ SIDRA Survey Final Report 2024 at Exhibit 6.12; and SIDRA Survey Final Report 2022 at Exhibit 6.9.

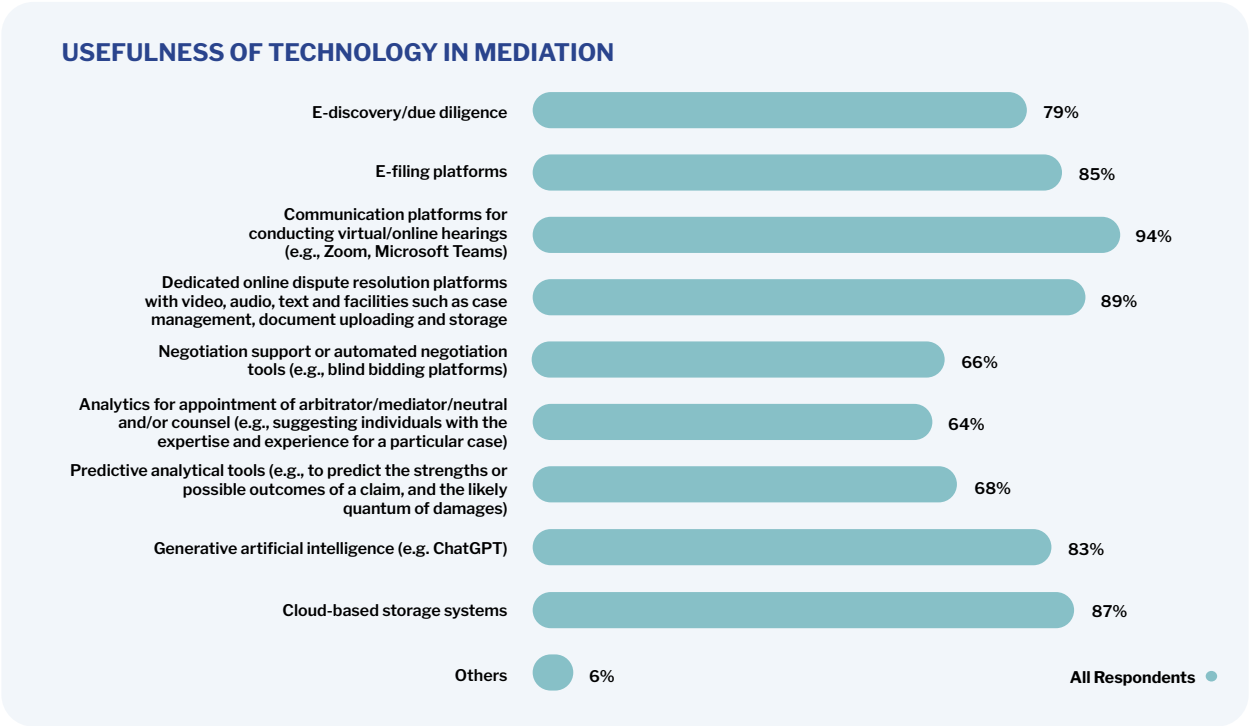
6.46 This may suggest a shift in the aspects of mediator diversity that respondents currently prioritise. While earlier editions showed stronger interest in ethnicity and nationality, the present findings indicate greater emphasis on gender and age, perhaps reflecting increasing awareness of gender representation and generational diversity in professional appointments.

 Point of Interest

The Ray Corollary Initiative was launched in 2021 with the mission of encouraging ADR providers and selectors to include, in their proposed shortlists of neutrals, at least 30% of diverse neutrals. This approach nudges up the likelihood that diverse neutrals will be chosen, “while maintaining the parties’ autonomy to make the selection decision.”¹⁸¹ The goal is not to change the selection criteria of neutrals, but merely to change the composition of the candidate pool, thus overcoming selectors’ existing unconscious bias. It is based on empirical research that shows that such changes disproportionately increase the statistical chance of a diverse candidate ultimately being selected.¹⁸²

There are separate pledges for law firms, ADR users and ADR providers,¹⁸³ but they all involve setting a goal to “include at least 30% of historically underutilised candidates as candidates on any list (three or more) from which the neutrals for a given matter are ultimately selected”.¹⁸⁴ Signatories of the pledge also commit to tracking the percentage of diverse candidates proposed or appointed, thus also measuring this commitment in hard numbers.

 Usefulness of Technology in Supporting a Mediation Procedure
EXHIBIT 6.9



6.47 Communication platforms for conducting virtual/online hearings (e.g., Zoom/Microsoft Teams) remains the top technology considered ‘useful’ or ‘extremely useful’ by respondents (94%). These were the most commonly used platforms during the COVID-19 pandemic, and have proven themselves capable of meeting the demands of the public. Dedicated online dispute resolution platforms with video, audio, text and facilities such as case management, document uploading and storage were also considered useful by the respondents (89%), followed by cloud-based storage systems (87%) and e-filing platforms (85%).

6.48 Analytics technologies such as predictive analytical tools (68%), negotiation support or automated negotiation tools (e.g. blind bidding platforms) (66%), and analytics for appointment of arbitrator, mediator, neutral evaluator and/or counsel (64%), generally ranked lower than technologies that support communication, document management and case administration.

6.49 For the first time in this series of SIDRA Survey Final Reports, respondents were asked about their use of Generative Artificial Intelligence (“**Generative AI**”) tools. Such tools were considered ‘useful’ or ‘extremely useful’ by 83% of respondents, ranking fifth amongst the technologies assessed. This places Generative AI tools alongside more established technological tools used to support mediation procedures, suggesting a relatively high level of acceptance amongst respondents.

¹⁸¹ The Ray Corollary Initiative, ‘About Us’, available at <https://raycorollary.org/about-us/>.
¹⁸² The Ray Corollary Initiative, ‘The RCI Pledge for ADR Users’, available at <https://raycorollary.org/the-rci-pledge-for-adr-users/>; see also The Ray Corollary Initiative, ‘About Us’, available at <https://raycorollary.org/about-us/>.
¹⁸³ The Ray Corollary Initiative, ‘Take the RCI Pledge’, available at <https://raycorollary.org/the-pledge/>.
¹⁸⁴ The Ray Corollary Initiative, ‘The RCI Pledge for ADR Users’, available at <https://raycorollary.org/the-rci-pledge-for-adr-users/>.

Point of Interest

On 6 March 2026, the Singapore Ministry of Law published its Guide for Using Generative AI in the Legal Sector (the “**Guide**”).¹⁸⁵ The Guide is non-binding and is intended as a reference document for the legal sector in Singapore, and it also complements the courts’ own guidance for court users on the use of Generative AI.¹⁸⁶ It identifies three principles that legal professionals are expected to uphold when adopting Generative AI tools: professional ethics, confidentiality, and transparency.¹⁸⁷ Of these, confidentiality has drawn particular attention, given the risk that confidential data may be used for AI model training, be accessed by unauthorised individuals or entities, or extracted through malicious attacks such as prompt injection.¹⁸⁸

A notable feature of the Guide is its suggested risk-based approach to determining how much human oversight is required for a given use of Generative AI.¹⁸⁹ Users are directed to first ask whether the output is for internal or external use. If for internal use, users are to consider whether the output has legal implications. If for external use, users are to consider whether the task involves legal, reputational, or financial consequences, or is binding, irreversible, or subject to scrutiny (e.g. by courts, regulators, or clients). Tasks are sorted into three tiers (low, medium and high risk), with legal research, drafting of legal memoranda, legal advice to business units, as well as external submissions to courts and regulators placed in the high-risk tier.¹⁹⁰ For high-risk tasks (or even lower-risk tasks where the output is not easily reversible), the Guide recommends a “human-in-the-loop” model, in which a legal professional verifies the facts, citations, and legal reasoning and decides on the incorporation of the AI output into a work product. Lower-risk tasks may instead be handled with a “human-on-the-loop”, where a human monitors the system and intervenes only if anomalies arise.¹⁹¹

This framework maps naturally onto mediation and ADR practice, especially given the importance of confidentiality in mediation proceedings. Mediators, ADR neutrals, counsel representing parties at mediation, and mediation institutions are increasingly exploring the use of AI-assisted technologies for tasks such as document review, case preparation, summarisation, and administrative support. Some of these tasks, such as administrative support, might sit comfortably at the low-risk tier, while legal research, analysis of party submissions, and drafting that feeds into mediation advice or outcomes would generally demand the closer, human-in-the-loop standard of review.

¹⁸⁵ Ministry of Law, ‘Guide for Using Generative AI in the Legal Sector’, available at https://www.mlaw.gov.sg/files/Guide_for_using_Generative_AI_in_the_Legal_Sector_Published_on_6_Mar_2026.pdf.

¹⁸⁶ Ministry of Law, ‘Guide for Using Generative AI in the Legal Sector’, at para 2, available at https://www.mlaw.gov.sg/files/Guide_for_using_Generative_AI_in_the_Legal_Sector_Published_on_6_Mar_2026.pdf.

¹⁸⁷ Ministry of Law, ‘Guide for Using Generative AI in the Legal Sector’, at Section 3 generally (pp. 13–22): Professional Ethics (3.1), Confidentiality (3.2), Transparency (3.3), available at https://www.mlaw.gov.sg/files/Guide_for_using_Generative_AI_in_the_Legal_Sector_Published_on_6_Mar_2026.pdf.

¹⁸⁸ Ministry of Law, ‘Guide for Using Generative AI in the Legal Sector’ (March 2026), at para 22, available at https://www.mlaw.gov.sg/files/Guide_for_using_Generative_AI_in_the_Legal_Sector_Published_on_6_Mar_2026.pdf.

¹⁸⁹ Ministry of Law, ‘Guide for Using Generative AI in the Legal Sector’ (March 2026), at para 20(c) and p 17, Diagram 2, available at https://www.mlaw.gov.sg/files/Guide_for_using_Generative_AI_in_the_Legal_Sector_Published_on_6_Mar_2026.pdf.

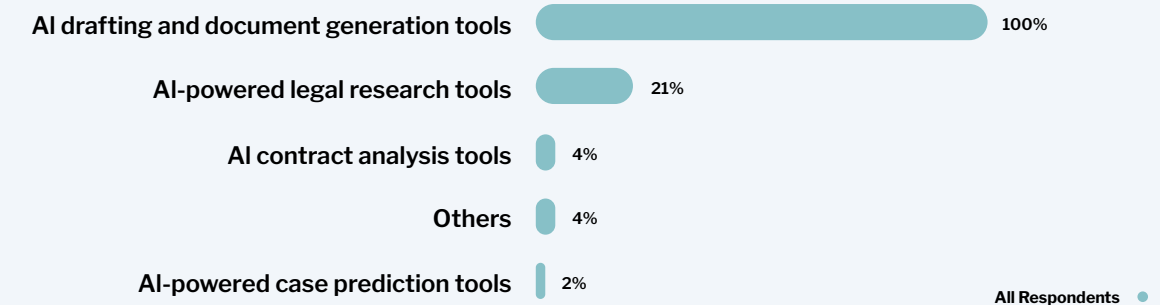
¹⁹⁰ *Ibid.*

¹⁹¹ *Ibid.*

The Role of Generative AI in Supporting a Mediation Procedure

EXHIBIT 6.10

TYPES OF GENERATIVE AI TOOLS USED

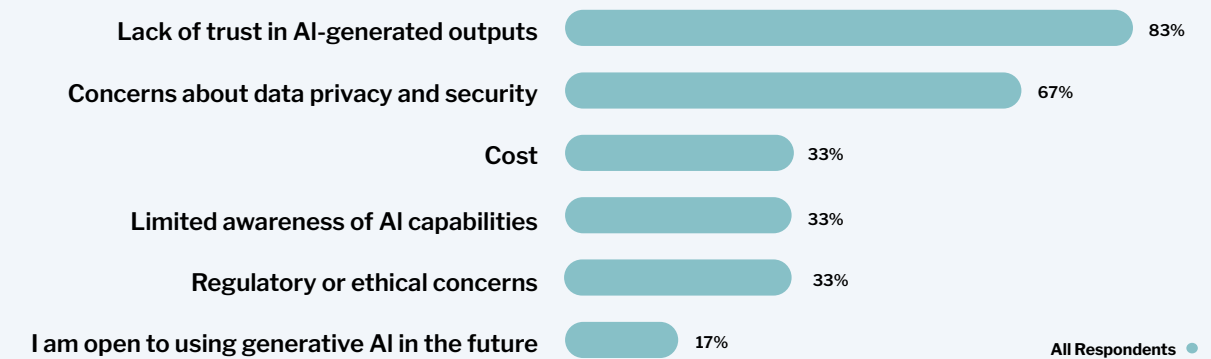


6.50 AI drafting and document generation tools were by far the most widely used AI tools, with all respondents indicating that they had utilised them. In contrast, only 21% of respondents reported using AI-powered legal research tools, 4% had used AI contract analysis tools, and 2% had used AI-powered case prediction tools. Perplexity, an AI-powered answering engine, was also identified by some respondents who had chosen the “Others” option. These findings suggest that the main use of generative AI in mediation is focused on supporting drafting and document preparation tasks, while the use of specialised legal AI applications is relatively limited.

Concerns Regarding the Use of Generative AI in Mediation

EXHIBIT 6.11

CONCERNS ABOUT GENERATIVE AI OR REASONS FOR NOT USING GENERATIVE AI

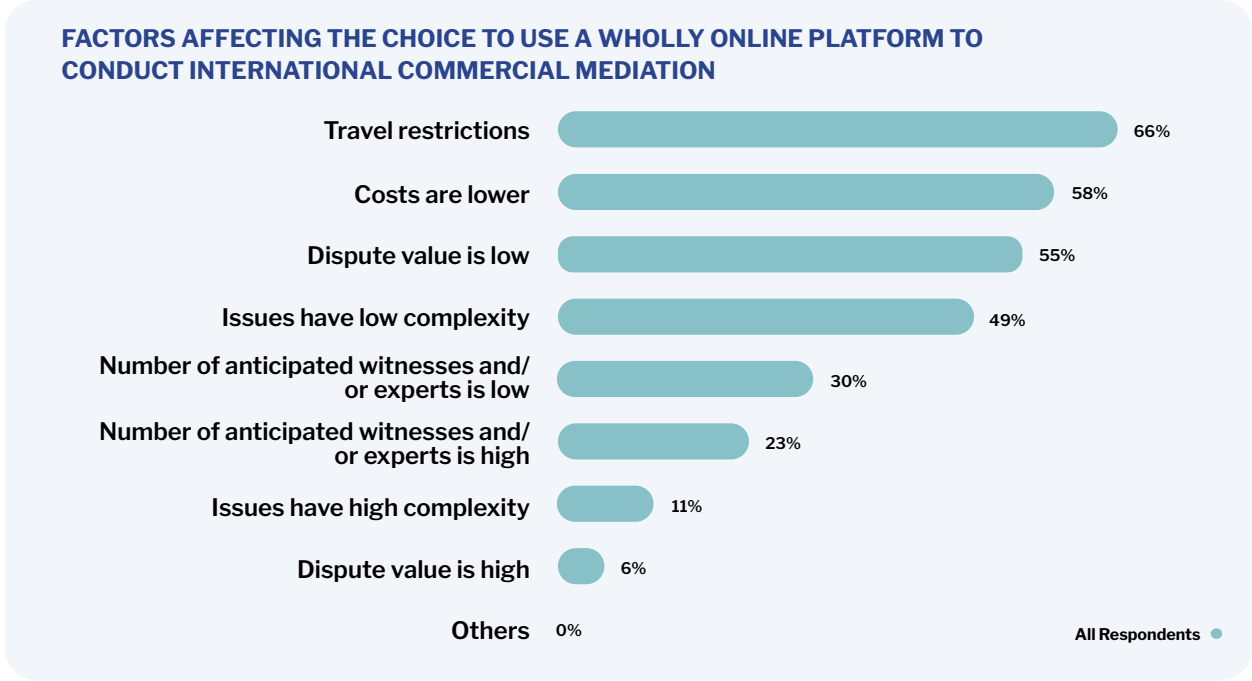


6.51 The most cited concern that respondents had about using Generative AI was a lack of trust in AI-generated outputs (83%), followed by concerns relating to data privacy and security (67%). By comparison, factors such as cost (33%), limited awareness of AI capabilities (33%), and regulatory or ethical concerns (33%) were reported less frequently.

6.52 One likely explanation for the lack of trust in AI-Generated outputs is AI hallucinations.¹⁹² A 2024 study by Stanford University showed that when AI Large Language Models (“LLMs”) such as ChatGPT 4 and Llama 2 were presented with direct, verifiable questions about a specific federal court case, they hallucinated between 58% and 88% of the time.¹⁹³

Factors Affecting the Choice to Use a Wholly Online Platform to Conduct International Commercial Mediation

EXHIBIT 6.12

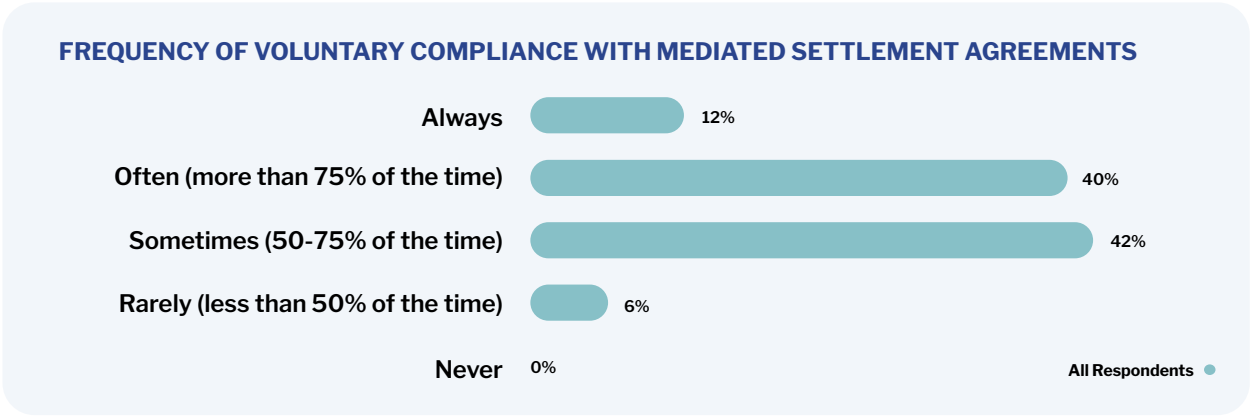


6.53 The top three considerations that respondents cited for choosing to use a wholly online platform to conduct international commercial mediation were travel restrictions (66%), lower costs (58%), and where the dispute value is low (55%). These remain the same top three factors identified in the 2024 and 2022 SIDRA Survey Final Reports, although the rankings have shifted slightly across the editions.¹⁹⁴

¹⁹² “AI hallucinations occur when Generative AI tools produce incorrect, misleading, or non-existent content. Content may include facts, citations to sources, code, historical events, and other real-world information. Remember that large language models, or LLMs, are trained on massive amounts of data to find patterns; they, in turn, use these patterns to predict words and then generate new content”: see University of Illinois Urbana-Champaign, ‘Introduction to Generative AI: Hallucinations’, available at <https://guides.library.illinois.edu/generativeAI/hallucinations>.
¹⁹³ Matthew Dahl et al., ‘Large Legal Fictions: Profiling Legal Hallucinations in Large Language Models’, *Journal of Legal Analysis* (2024) Vol 16(1), 64-93, at 66, available at <https://academic.oup.com/jla/article/16/1/64/7699227>. The study also showed that “hallucinations increase with the complexity of the legal research task at issue” (at page 74). For example, for easier reference-free tasks such as determining a case’s factual background and its procedural posture/history, LLMs hallucinate at least 49% of the time. Performance worsened further on more complex tasks such as identifying the core legal questions and the central holding of a case, with hallucinations occurring in response to at least 59% and 63% of the queries, respectively (at page 76).
¹⁹⁴ SIDRA Survey Final Report 2024, Exhibit 6.14; SIDRA Survey Final Report 2022, Exhibit 6.7.

Frequency of Voluntary Compliance with International Mediated Settlement Agreements

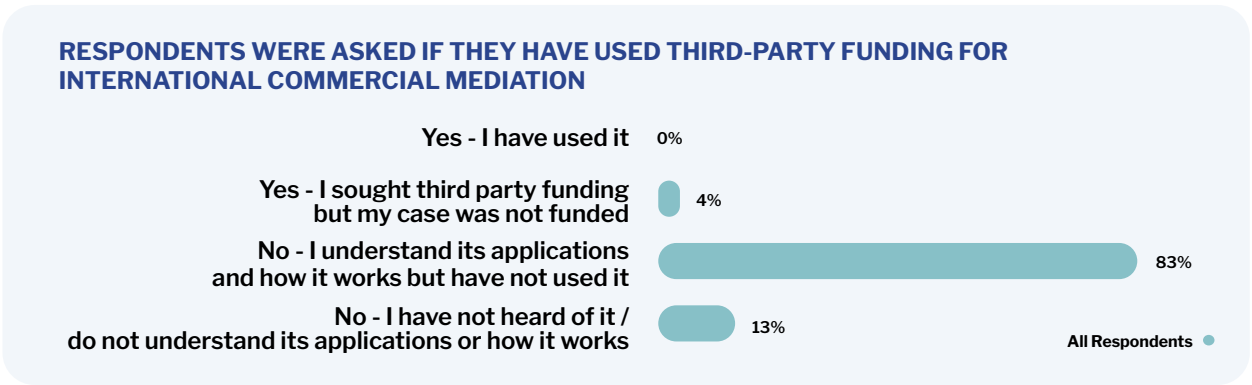
EXHIBIT 6.13



6.54 When parties reach agreement and record it in an iMSA, respondents’ experience is that parties will generally comply with it. 12% of respondents indicated that parties ‘always’ voluntarily comply with iMSAs, and 40% of respondents indicated that parties are compliant ‘often (75% of the time)’. A further 42% said that parties comply ‘sometimes (50%-75% of the time)’. This translates to a combined 94% of respondents reporting voluntary compliance more than half the time. Only 6% of the respondents indicated that in their experience, parties ‘rarely (less than 50% of the time)’ complied with the iMSAs. This empirical data provides some evidence that should assuage the concerns of parties who are reluctant to opt for mediation for fear that the counterparty might refuse to follow through on their obligations. Moreover, (direct) enforcement mechanisms for iMSAs encourage compliance and also provide a fallback for those situations in which compliance may not be forthcoming.¹⁹⁵

Use of Third-Party Funding in International Commercial Mediation

EXHIBIT 6.14



¹⁹⁵ Please refer to paragraphs 6.13 to 6.19 of the same chapter for a discussion on enforcement mechanisms of iMSAs.

- 6.55** While there have been instances of third-party funding being used for mediation, no respondents to this iteration of the Survey used third-party funding for international commercial mediation (see Exhibit 6.14). 83% of respondents understand how it works but have not used it. 13% have not heard of it or do not understand its application. Only 4% of the respondents have sought third-party funding, but the case was not funded. It is conceivable that third-party funding is used less often in mediation given the lower costs associated with this dispute resolution process.
- 6.56** As mentioned above, no respondents reported using third-party funding in mediation proceedings. As a result, there were no respondents eligible to answer the follow-up questions regarding (i) the value of disputes in which third-party funding was used and (ii) the use of third-party funding in enforcement proceedings. Accordingly, no data is available for these questions in the current edition of the survey.

Point of Interest

As third-party funding of litigation and arbitration proceedings becomes more common, it is also having a spillover effect into mediation and ADR.

Such funding undeniably has an impact on parties' settlement dynamics, including the incentives to settle. This was one of the topics of discussion during the 2nd Brazilian Mediation Day,¹⁹⁶ at which it was suggested that funders may either view mediation and quick settlements as a tool to mitigate unnecessary risk, or a barrier to the larger return they anticipate coming from litigation or arbitration.

The impact of third-party funders on settlement dynamics has also been the subject of both practice-oriented and academic writing. It has been noted that “funders are normally focused on the numbers”, which can “run the risk of steering the mediation discussions away from a perhaps more personal exchange of views when the parties themselves may need these to get to a money settlement”.¹⁹⁷ The same authors also noted the possibility of a tussle for control between the funder and the funded. Recently, some academics also used a game theory approach to analyse the impact of third-party funding on the arbitration of construction disputes, and their simulation demonstrated that third-party funding increased the total number of filed arbitration cases, while also showing a significant decrease in settlement rates of funded cases.¹⁹⁸

Point of Interest

An interesting market innovation has responded to the potential for misalignment between funder and funded in settlement situations. InnovADR¹⁹⁹ is a provider of advisory services that assists parties in “diagnosing, designing, implementing and even (if needed) financing”²⁰⁰ the settlement of disputes. The foundational advisory services are time-based and subject to a cap; they also provide an optional financing service that operates on a “no settlement, no fee” basis, and is capped at less than 33% of the estimated litigation or arbitration fees for that dispute.²⁰¹ With the financing service, InnovADR offers to pay for the fees of the dispute resolution process that they propose, including the institutional fees and the upfront costs of the ADR neutral chosen by parties.²⁰² However, InnovADR does not provide the ADR neutral; while InnovADR advises parties in the appointment process, parties are the ones appointing the ADR neutral. InnovADR says that “[their] success fees are fundamentally designed to align our interests with those of all of the disputants”.²⁰³

The rise of third-party funding has also prompted proposals to channel some of the profits generated toward mediation and ADR, as a more effective vehicle for access to justice. The UK's Civil Justice Council published its Final Report on Litigation Funding (the “**Final Report**”) on 2 June 2025, and in Recommendation 57²⁰⁴ called for the UK government to consider introducing an Access to Justice Fund, which would be dedicated to funding the provision of early legal advice and alternative forms of dispute resolution. It envisioned the Access to Justice Fund would be funded out of a small percentage of the profits from litigation funding, contingency-fee arrangements and damages-based agreements, reflecting the principle that “access to justice should be promoted by those who profit from litigation”.²⁰⁵ Consistent with the observation above that third-party funding increased the total number of filed arbitration cases, the Final Report noted that “access to justice is too often wrongly conflated with access to the court system”.²⁰⁶ It expressed its hope that such a fund would promote the prevention, and early and effective resolution, of disputes *outside of* litigation, thus furthering access to justice “more effectively”.²⁰⁷

¹⁹⁶ Andrea Maia, ‘The Role of Litigation Funding in Mediation: Opportunity or Obstacle?’, Kluwer Mediation Blog, available at <https://legalblogs.wolterskluwer.com/mediation-blog/the-role-of-litigation-funding-in-mediation-opportunity-or-obstacle/>.

¹⁹⁷ Geoff Sharp and Bill Marsh, ‘A New Seat at the Mediation Table? The Impact of Third-Party Funding on the Mediation Process (Part 2)’, Kluwer Mediation Blog (1 April 2017), available at <https://legalblogs.wolterskluwer.com/mediation-blog/a-new-seat-at-the-mediation-table-the-impact-of-third-party-funding-on-the-mediation-process-part-2/>.

¹⁹⁸ Aly Hassan Aly Hassan, Mohamed S. Eid, Hesham Bassioni and Kareem Adel, ‘Third-Party Funding in Arbitration: A Game Theory Approach to Analyze Its Impact on the Construction Industry’, (2026) 18(3) *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 04526021, available at <https://ascelibrary.org/doi/10.1061/JLADAH.LADR-1514>.

¹⁹⁹ InnovADR, available at <https://innovadr.com/>. Nadja Alexander is a member of the advisory board of InnovADR.

²⁰⁰ InnovADR, ‘Frequently Asked Questions’, available at <https://innovadr.com/useful-info/#faq>.

²⁰¹ InnovADR, ‘Useful info’, available at <https://innovadr.com/useful-info>.

²⁰² InnovADR, ‘Services’, pop-up after clicking on ‘5. Financing’, available at <https://innovadr.com/#services>.

²⁰³ InnovADR, ‘How is the success-based fee structured at InnovADR’, see the information provided in the drop-down links, available at <https://innovadr.com/useful-info>.

²⁰⁴ Civil Justice Council, ‘Review of Litigation Funding Final Report’, at para 14.1, available at <https://www.judiciary.uk/related-offices-and-bodies/advisory-bodies/cjc/current-work/third-party-funding/>.

²⁰⁵ Civil Justice Council, ‘Review of Litigation Funding Final Report’, at para 14.6, available at <https://www.judiciary.uk/related-offices-and-bodies/advisory-bodies/cjc/current-work/third-party-funding/>.

²⁰⁶ Civil Justice Council, ‘Review of Litigation Funding Final Report’, at para 14.8, available at <https://www.judiciary.uk/related-offices-and-bodies/advisory-bodies/cjc/current-work/third-party-funding/>; see also Aly Hassan Aly Hassan, Mohamed S. Eid, Hesham Bassioni and Kareem Adel, ‘Third-Party Funding in Arbitration: A Game Theory Approach to Analyze Its Impact on the Construction Industry’, (2026) 18(3) *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 04526021, available at <https://ascelibrary.org/doi/10.1061/JLADAH.LADR-1514>.

²⁰⁷ Civil Justice Council, ‘Review of Litigation Funding Final Report’, at para 14.8, available at <https://www.judiciary.uk/related-offices-and-bodies/advisory-bodies/cjc/current-work/third-party-funding/>.

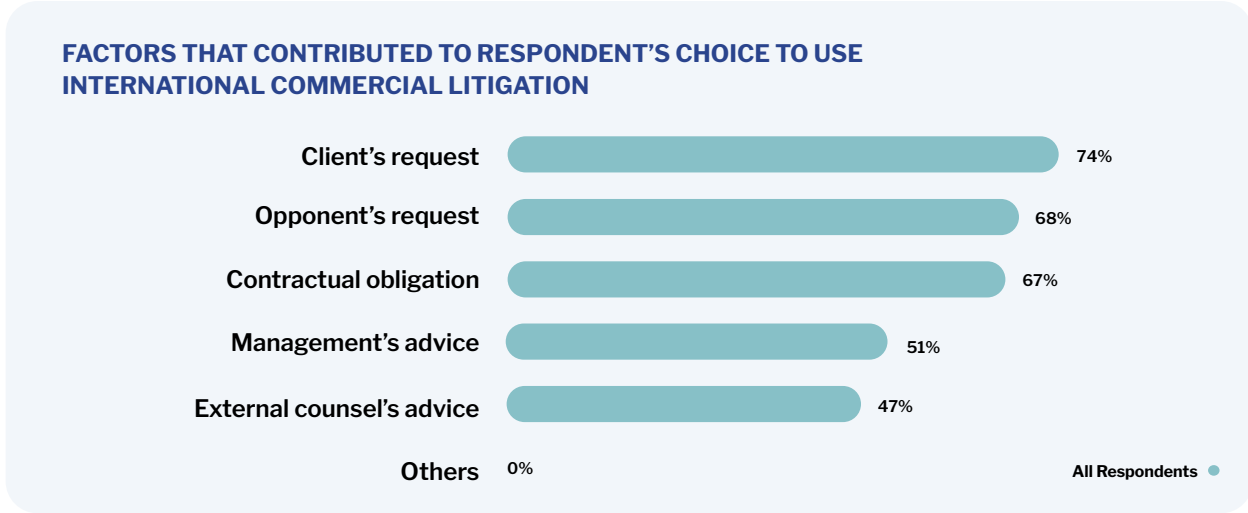
Section 7. International Commercial Litigation

AT A GLANCE

- Cost, impartiality, transparency and direct enforceability are the most important factors influencing the respondents’ decision to choose international commercial litigation as a dispute resolution mechanism. Other important factors include availability of specialist dispute resolution professionals/neutrals, and clarity and transparency in rules and procedures.
- The top factors influencing the choice of international commercial court were cost, efficiency, size and expertise of the bench, availability of information about judges, and cultural familiarity of the bench. Of the factors that influenced respondents’ choice of international commercial court, the factors most respondents were satisfied with were cost, efficiency and availability of information about judges.
- For the first time, respondents were asked about their use of generative artificial intelligence (“**Generative AI**”) tools in litigation proceedings. An overwhelming majority used AI drafting and document generation tools (e.g. ChatGPT). For those who did not use Generative AI tools, they mainly expressed concerns about data privacy and security.
- The majority of respondents said that they understood the applications of third-party funding in international commercial litigation and how it works but have not used it.

Factors That Most Commonly Contributed to the Choice of International Commercial Litigation

EXHIBIT 7.1

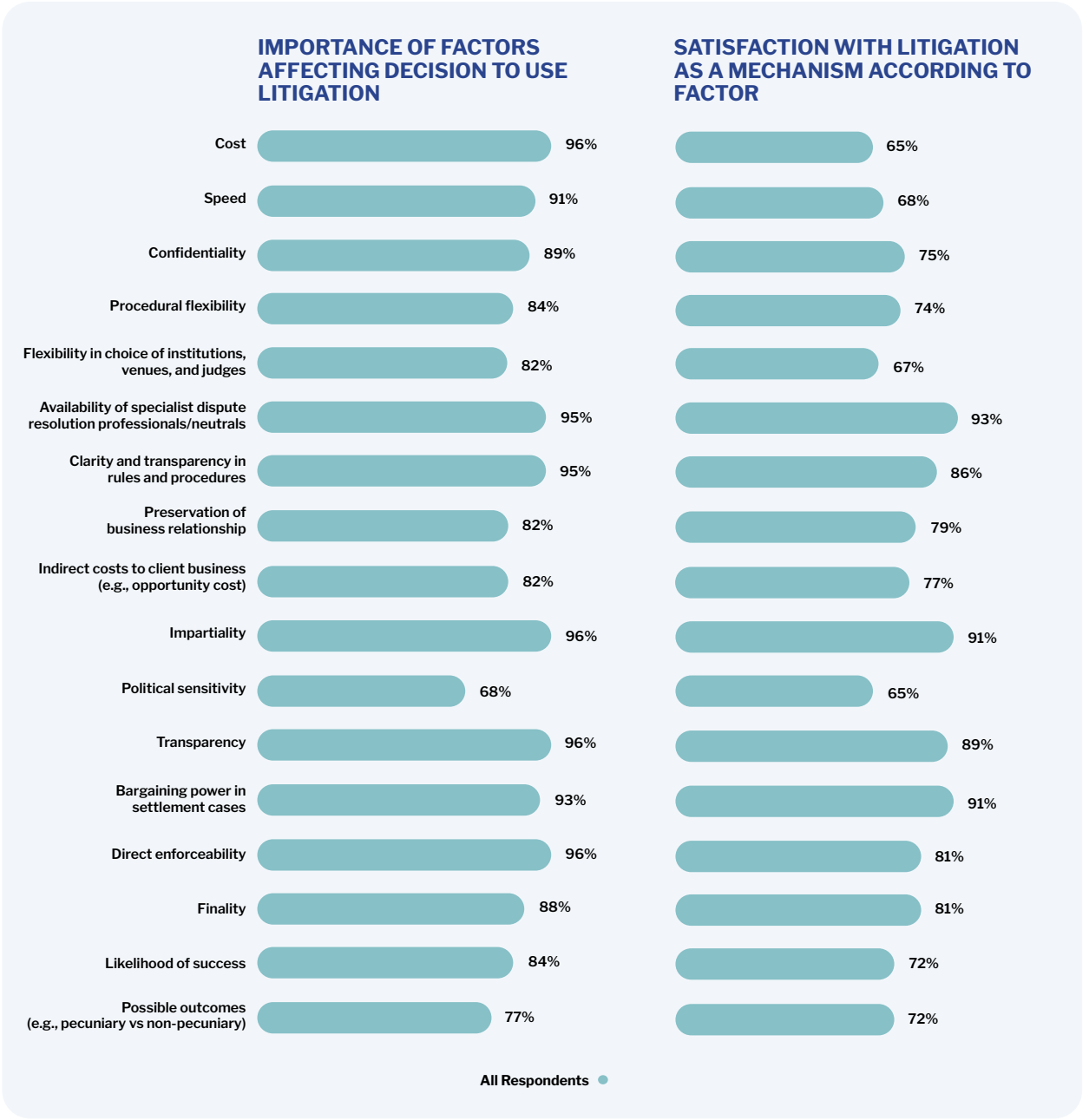


7.1 For this section on international commercial litigation, the Survey does not distinguish between international and domestic courts for the purposes of international commercial litigation so long as they are used to resolve cross-border commercial disputes. In addition, the Survey does not define what is an “International Commercial Court”, noting differences based on their place in national court systems as well as such features as language of litigation, legal representation, nationality and legal background of judges.

7.2 Respondents were asked which factors commonly contributed to their choice to use international commercial litigation to resolve cross-border commercial disputes. Client’s request (74%) was the top factor influencing such choice. This was followed by opponent’s request (68%) and contractual obligation (67%). These were also generally the top factors influencing the choice to use international commercial litigation to resolve a dispute in the SIDRA Survey Final Reports 2024 and 2022.²⁰⁸ Bringing up the rear were management’s advice (51%) and external counsel’s advice (47%).

Factors Affecting the Decision to Use Litigation and Respondents’ Satisfaction with Litigation as a Mechanism

EXHIBIT 7.2



²⁰⁸ SIDRA Survey Final Report 2024 at Exhibit 7.1; SIDRA Survey Final Report 2022 at Exhibit 7.1. This question was not asked in SIDRA Survey Final Report 2020.

- 7.3** The factors chosen by the greatest number of respondents as ‘absolutely crucial’ or ‘important’ in affecting their decision to use international commercial litigation were cost, impartiality, transparency and direct enforceability (96%). This was followed by availability of specialist dispute resolution professionals/neutrals, and clarity and transparency in rules and procedures (95%). While finality was selected by 88% of respondents in this edition, it was chosen by the greatest number of respondents in the SIDRA Survey Final Reports 2024, 2022 and 2020.²⁰⁹
- 7.4** Political sensitivity (68%) had the least effect on respondents’ choice of litigation as a dispute resolution mechanism for cross-border commercial disputes. This factor was also similarly one of the factors chosen by a lesser number of respondents in the SIDRA Survey Final Report 2024 and 2022.²¹⁰
- 7.5** In terms of satisfaction, most respondents were ‘very satisfied’ or ‘somewhat satisfied’ with availability of specialist dispute resolution professionals/neutrals (93%), followed by impartiality (91%), and bargaining power in settlement cases (91%)²¹¹. In the SIDRA Survey Final Reports 2024, 2022 and 2020, respondents were most satisfied with clarity and transparency in rules and procedures, enforceability, and impartiality.²¹²
- 7.6** It is interesting to note that impartiality (the perception that courts and judges decide disputes fairly and without bias) was generally chosen by the greatest number of respondents across all three editions of the Survey as an important factor in choosing international commercial litigation, and they were also mainly satisfied with this factor as compared to the other options. Respondents would be more inclined to use litigation when they are reassured that the courts deliver on this promise structurally through measures such as judicial accountability and appellate oversight.

 Point of Interest

The Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters, commonly referred to as the Hague Judgments Convention, facilitates the recognition and enforcement of foreign judgments in civil or commercial matters through a uniform set of rules. This development, along with the potential future ratification of other contracting parties, may affect the dynamics across numerous jurisdictions regarding the enforcement of foreign judgments issued by international commercial courts.

At the time of writing, there are 33 Contracting Parties to the Hague Judgments Convention – covering situations where the Convention has either entered into force for that Party, or has yet to enter into force.²¹³

Some of the more recent Contracting Parties joining the Hague Judgments Convention are Albania²¹⁴ and Montenegro²¹⁵ in March 2026.

²⁰⁹ SIDRA Survey Final Report 2024 at Exhibit 7.2; SIDRA Survey Final Report 2022 at Exhibit 7.2; SIDRA Survey Final Report 2020 at Exhibit 8.1.2.

²¹⁰ SIDRA Survey Final Report 2024 at Exhibit 7.2; SIDRA Survey Final Report 2022 at Exhibit 7.2; this factor was not included in SIDRA Survey Final Report 2020.

²¹¹ This factor – bargaining power in settlement cases – is new and not surveyed in previous editions of the SIDRA Surveys.

²¹² SIDRA Survey Final Report 2024 at Exhibit 7.2; SIDRA Survey Final Report 2022 at Exhibit 7.2; SIDRA Survey Final Report 2020 at Exhibit 8.1.4.

²¹³ Hague Conference on Private International Law – Conférence de La Haye de droit international privé, 41: Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters, available at <https://www.hcch.net/en/instruments/conventions/status-table/?cid=137>.

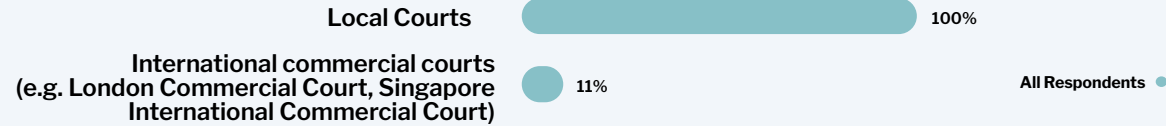
²¹⁴ Hague Conference on Private International Law – Conférence de La Haye de droit international privé, 2019 Judgments Convention enters into force for Albania, available at <https://www.hcch.net/en/news-archive/details/?varevent=1135> <https://www.hcch.net/en/news-archive/details/?varevent=1135>.

²¹⁵ Hague Conference on Private International Law – Conférence de La Haye de droit international privé, 2019 Judgments Convention enters into force for Montenegro, available at <https://www.hcch.net/en/news-archive/details/?varevent=1137>.

 Dispute Resolution Mechanisms Used for International Commercial Litigation

EXHIBIT 7.3

DISPUTE RESOLUTION MECHANISMS USED FOR INTERNATIONAL COMMERCIAL LITIGATION



- 7.7** The most commonly used dispute resolution mechanism for international commercial litigation was local courts (100%), followed by international commercial courts (11%).²¹⁶ This may be because respondents are more familiar with local courts, as compared to international commercial courts.

 Point of Interest

In May 2026, the Hong Kong judiciary announced plans to establish the Hong Kong International Commercial Court (“**HKICC**”), a specialist division of the High Court for resolving complex international cross-border commercial disputes.²¹⁷

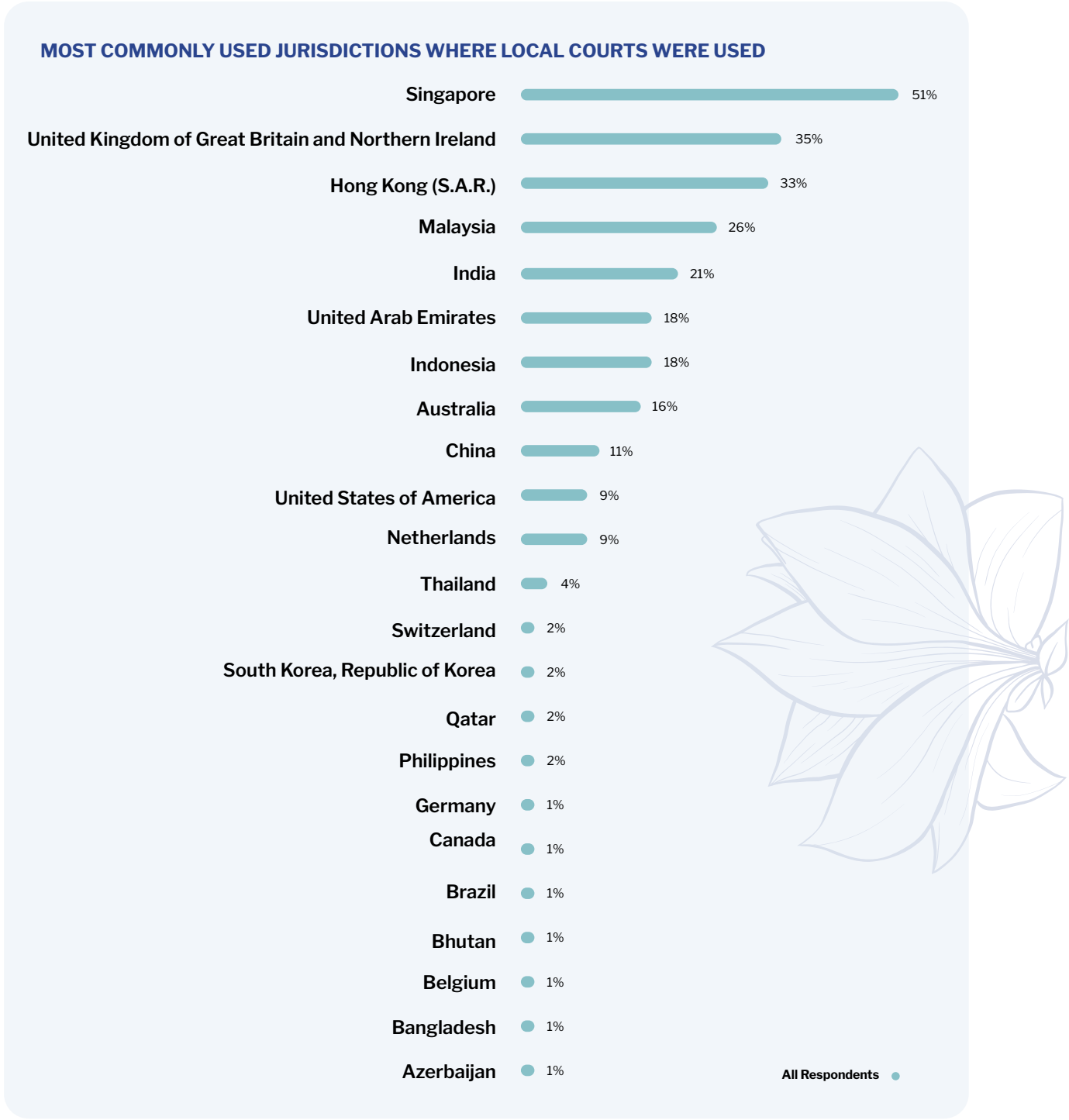
The HKICC is intended to strengthen Hong Kong’s position as a leading dispute resolution hub by providing a dedicated judicial forum with streamlined procedures, technology-enabled case management, and expertise (both local and foreign judges) in commercial matters. The court will supplement the current dispute resolution framework covering arbitration and mediation, while leveraging Hong Kong’s common law system and its unique legal links with Mainland China.

As the HKICC will be a specialist division of the High Court, it will be regulated by the Rules of the High Court. A dedicated Practice Direction will also be released for the HKICC “to prescribe the categories of cases within its jurisdiction and to set out detailed court procedures ... to streamline the court proceedings, provide a more flexible regime for dealing with appeals and the timely disposal of cases and appeals”. This will reference the practice directions of other international commercial courts.

²¹⁶ Similar trend in SIDRA Survey 2024 Final Report at Exhibit 7.3; this question was not asked in SIDRA Survey 2022 Final Report and SIDRA Survey 2020 Final Report.

²¹⁷ The Government of the Hong Kong Special Administrative Region, ‘Hong Kong Judiciary announces initiative to establish Hong Kong International Commercial Court’, 28 May 2026, available at <https://www.info.gov.hk/gia/general/202605/28/P2026052800253.htm>.

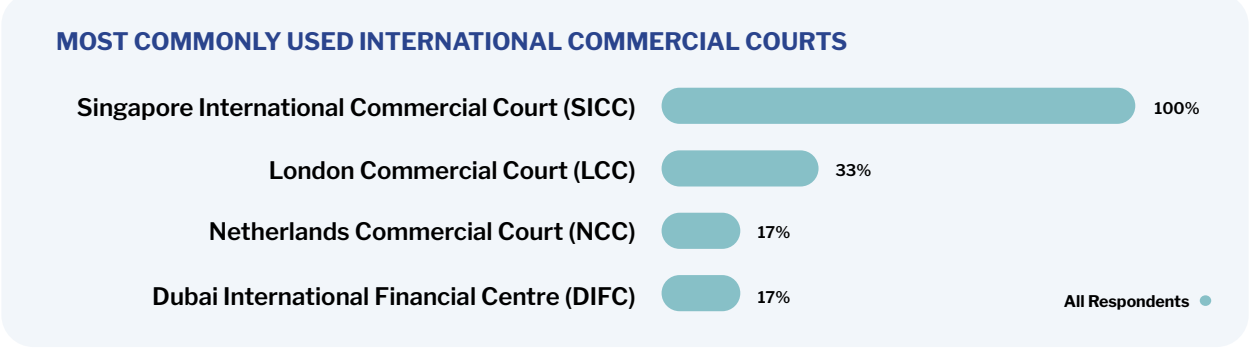
 Most Commonly Used Jurisdictions Where Local Courts Were Used
EXHIBIT 7.4



7.8 Where local courts were used for international commercial litigation, Singapore was the most commonly used jurisdiction (51%). This was followed by the United Kingdom (35%), Hong Kong (S.A.R.) (33%) and Malaysia (26%). This is broadly similar to the last two editions.²¹⁸

²¹⁸ SIDRA Survey 2024 Final Report at Exhibit 7.4; SIDRA Survey 2022 Final Report at Exhibit 7.6. This question was not asked in SIDRA Survey 2020 Final Report.

 Most Commonly Used International Commercial Courts
EXHIBIT 7.5



7.9 Of the international commercial courts, the most commonly used was the SICC (100%). This was followed by the London Commercial Court (“**LCC**”) (33%), the Netherlands Commercial Court (“**NCC**”) and the Dubai International Financial Centre (“**DIFC**”) (both at 17%).

7.10 Comparing the results with those in the SIDRA Survey Final Reports 2024 and 2022,²¹⁹ the SICC and the LCC remained as the top two most commonly used international commercial courts among respondents. The DIFC was also mentioned across these three editions.

²¹⁹ SIDRA Survey 2024 Final Report at Exhibit 7.5; SIDRA Survey 2022 Final Report at Exhibit 7.7. This question was not asked in SIDRA Survey 2020 Final Report.

Point of Interest

In 2024, the Singapore International Commercial Court (“**SICC**”) established an International Committee pursuant to the Singapore International Commercial Court (International Committee) Act 2024.²²⁰ The International Committee has “jurisdiction and powers conferred on it by the jurisdiction regulations”.²²¹

The Minister for Law is empowered under this legislation to make regulations governing appeals from foreign courts to the International Committee, including specifying the categories of cases that may be appealed from the foreign jurisdictions.²²²

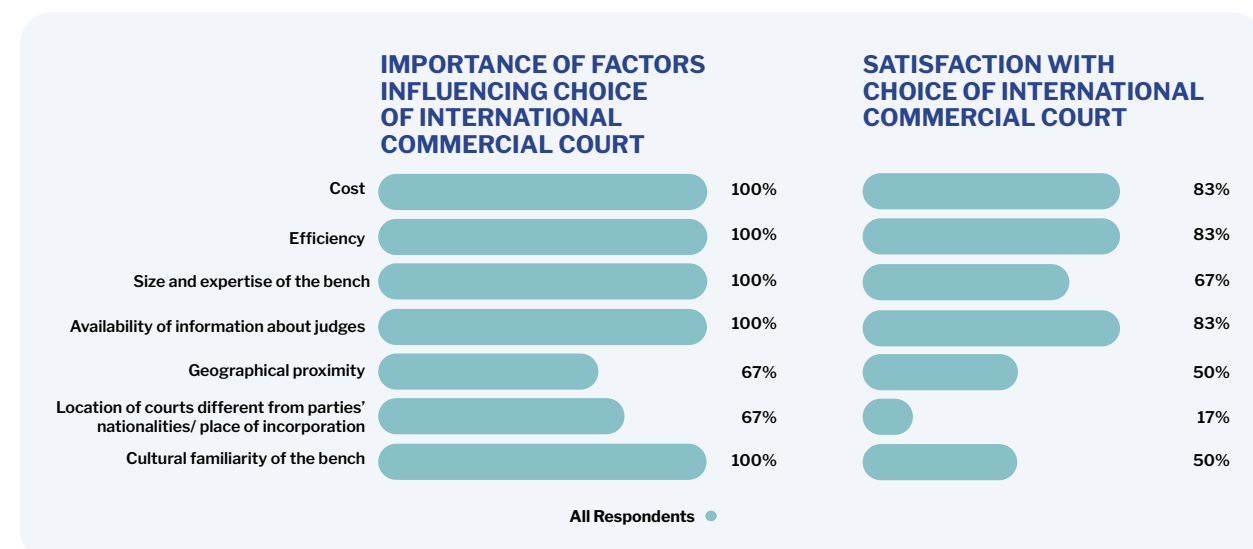
The International Committee generally comprises of the Singapore Chief Justice, Supreme Court Judges, Judicial Commissioners and Senior Judges who are designated during the relevant time period to hear cases or appeals from the SICC, as well as International Judges and *ad hoc* members provided for by the jurisdiction regulations.²²³

While the International Committee will hear prescribed civil appeals that are international and cover commercial matters from prescribed foreign courts, it remains a standalone body and is not a court of Singapore nor will it have judicial power.²²⁴

Any judgments or orders that come from the International Committee can be enforced as a judgment or order of the foreign court where the appeal came from.²²⁵ Such judgments or orders from the International Committee are deemed final.

Factors Affecting the Choice of International Commercial Courts and Respondents’ Satisfaction with International Commercial Courts

EXHIBIT 7.6



²²⁰ Singapore International Commercial Court (International Committee) Act 2024.

²²¹ Singapore International Commercial Court (International Committee) Act 2024, section 7(1).

²²² Singapore International Commercial Court (International Committee) Act 2024, section 6; see also Ministry of Law, 'Enhancing Singapore's Offerings as an International Dispute Resolution Hub with the Singapore International Commercial Court (International Committee) Bill' (14 October 2024), available at <https://www.mlaw.gov.sg/enhancing-singapore-s-offerings-as-an-international-dispute-resolution-hub-with-the-sicc-ic-bill/>.

²²³ Singapore International Commercial Court (International Committee) Act 2024, section 4; see also Ministry of Law, 'Enhancing Singapore's Offerings as an International Dispute Resolution Hub with the Singapore International Commercial Court (International Committee) Bill' (14 October 2024), available at <https://www.mlaw.gov.sg/enhancing-singapore-s-offerings-as-an-international-dispute-resolution-hub-with-the-sicc-ic-bill/>.

²²⁴ Singapore International Commercial Court (International Committee) Act 2024, sections 3 and 6; see also Ministry of Law, 'Enhancing Singapore's Offerings as an International Dispute Resolution Hub with the Singapore International Commercial Court (International Committee) Bill' (14 October 2024), available at <https://www.mlaw.gov.sg/enhancing-singapore-s-offerings-as-an-international-dispute-resolution-hub-with-the-sicc-ic-bill/>.

²²⁵ Singapore International Commercial Court (International Committee) Act 2024, sections 12 and 13.

7.11 The top factors influencing the choice of international commercial court were cost, efficiency, size and expertise of the bench, availability of information about judges, and cultural familiarity of the bench (100%). In the SIDRA Survey Final Reports 2024, 2022 and 2020, the top factors influencing the choice of international commercial court were cost, efficiency, and size and expertise of the bench.²²⁶

7.12 Of the factors that influenced respondents' choice of international commercial court, the factors most respondents were satisfied with were cost, efficiency and availability of information about judges (83%).

7.13 Interestingly, while size and expertise of the bench consistently ranked as one of the top factors in respondents choosing international commercial courts across the last two editions, fewer respondents continued to be satisfied with this factor.²²⁷

Point of Interest

The Standing International Forum of Commercial Courts (“**SIFoCC**”) brings together commercial courts from around the world and is the only forum of its kind.²²⁸

The objectives of the SIFoCC are to:

- (i) Share best practice in commercial dispute resolution;
- (ii) Support the Rule of Law; and
- (iii) Support developing countries and emerging markets in their own work on resolving commercial disputes.

The SIFoCC is headed by a Steering Group of senior judges from various jurisdictions who are well-experienced in commercial law, judicial cooperation and international dispute resolution.

One of the recent initiatives by the forum is the publication of the Multilateral Memorandum on Enforcement of Commercial Judgment for Money in collaboration with the Permanent Bureau of the Hague Conference on Private International Law.²²⁹ This aims to “promote cooperation between judiciaries, foster mutual understanding of laws and judicial processes, and build trust in the enforcement of commercial judgments across borders”.

²²⁶ SIDRA Survey 2024 Final Report at Exhibit 7.6; SIDRA Survey 2022 Final Report at Exhibit 7.8; SIDRA Survey 2020 Final Report at Exhibit 8.2.1. The factor on size and expertise of the bench was not asked in SIDRA Survey 2020 Final Report.

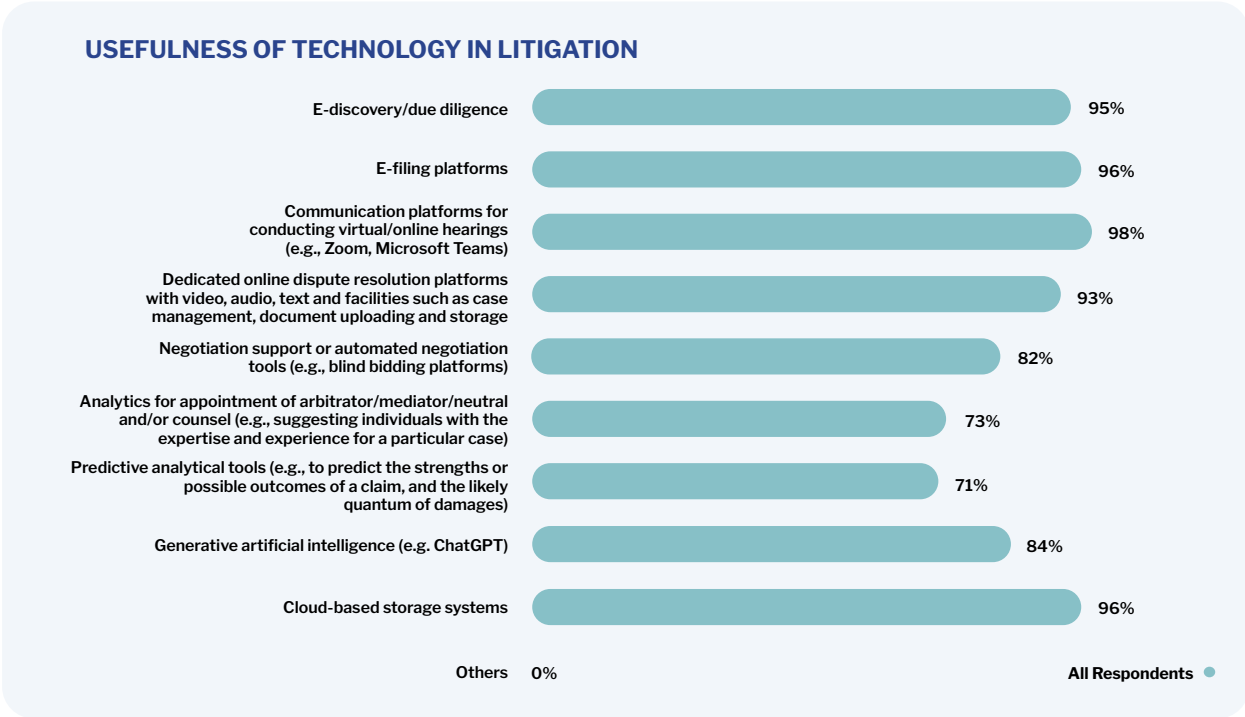
²²⁷ SIDRA Survey 2024 Final Report at Exhibit 7.6; SIDRA Survey 2022 Final Report at Exhibit 7.8. The factor on size and expertise of the bench was not asked in SIDRA Survey 2020 Final Report.

²²⁸ Standing International Forum of Commercial Courts, 'About Us', available at <https://sifocc.org/about>.

²²⁹ Standing International Forum of Commercial Courts website, available at <https://sifocc.org>.

Usefulness of Technology in Supporting a Litigation Procedure

EXHIBIT 7.7



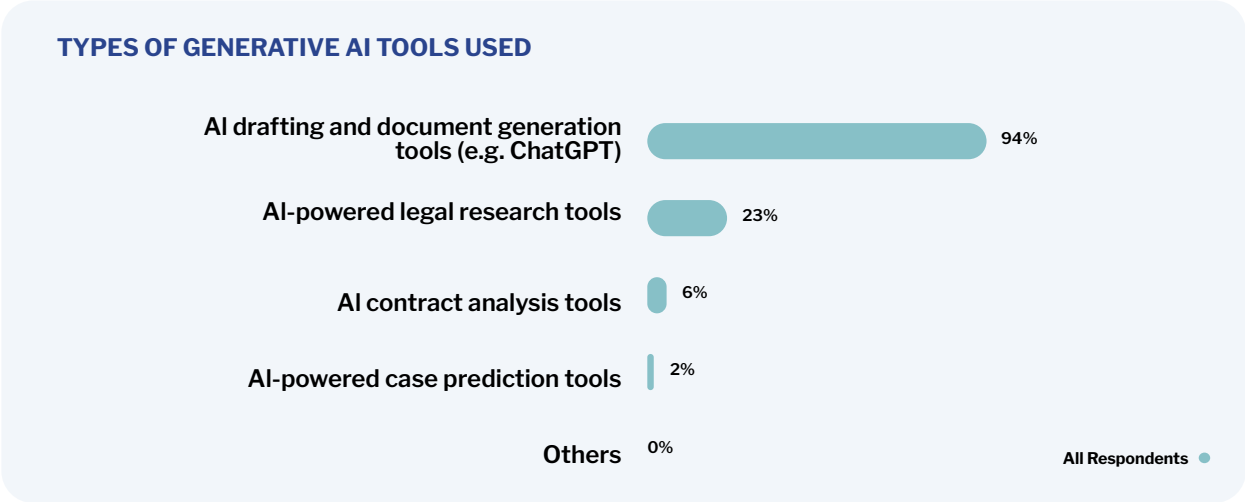
- 7.14** The greatest number of respondents considered communications platforms for conducting virtual/online hearings (e.g. Zoom, Microsoft Teams) as useful technology in supporting a litigation procedure (98%). This was followed by cloud-based systems and e-filing platforms (96%). A similar trend can be found in the SIDRA Survey Final Reports 2024, 2022 and 2020, where the top few factors were e-discovery/due diligence, platforms for conducting virtual/online hearings and e-filing.²³⁰
- 7.15** The fewest number of respondents found predictive analytical tools (e.g. to predict the strengths or possible outcomes of a claim, and the likely quantum of damages) (71%) and analytics for appointment of arbitrator/mediator/neutral and/or counsel (e.g. suggesting individuals with the expertise and experience for a particular case) (73%) as useful technology in supporting a litigation procedure. Respondents indicated the same over the last three editions.²³¹
- 7.16** It is not unexpected that respondents would not find analytics for appointment of arbitrator/mediator/adjudicator useful, since in litigation the judge is generally assigned to the dispute, both in the local courts and international commercial courts. Respondents may not perceive predictive analytical tools (e.g. to predict the strengths or possible outcomes of a claim, and the likely quantum of damages) as useful, as they may underestimate the power of these tools and their ability to handle complex and nuanced disputes. The use of such tools could potentially influence counsel's strategic approach to a case, or help manage parties' expectations.
- 7.17** For the first time in the various editions of the SIDRA Survey, respondents were asked about their usage of generative artificial intelligence ("**Generative AI**") tools in supporting a litigation procedure. 84% of respondents indicated that they found this technology useful.

²³⁰ SIDRA Survey 2024 Final Report at Exhibit 7.7; SIDRA Survey 2022 Final Report at Exhibit 7.11; SIDRA Survey 2020 Final Report at Exhibit 8.3.1.

²³¹ SIDRA Survey 2024 Final Report at Exhibit 7.7; SIDRA Survey 2022 Final Report at Exhibit 7.11; SIDRA Survey 2020 Final Report at Exhibit 8.3.1.

The Role of Generative AI in Supporting a Litigation Procedure

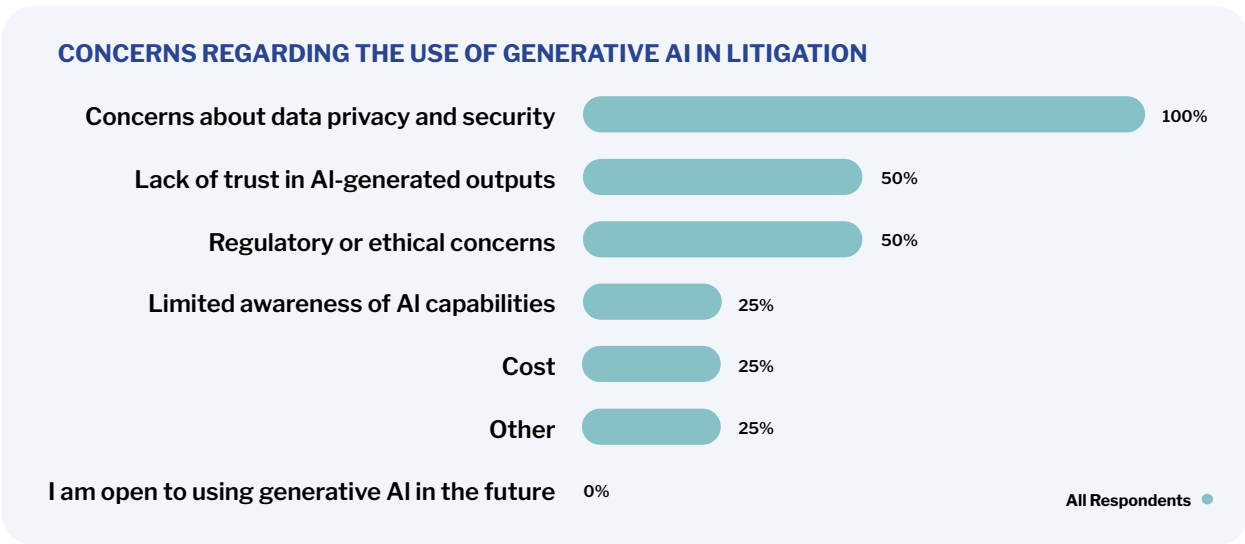
EXHIBIT 7.8



7.18 For those who used Generative AI tools as indicated in Exhibit 7.7 above, 94% of the respondents used AI drafting and document generation tools (e.g. ChatGPT). Respondents also used tools such as AI-powered legal research tools, AI contract analysis tools and AI-powered case prediction tools, but at a lower rate than AI drafting and document generation tools (e.g. ChatGPT).

Concerns Regarding the Use of Generative AI in Litigation

EXHIBIT 7.9



7.19 For those who did not use Generative AI tools as indicated in Exhibit 7.7 above, they mainly expressed concerns about data privacy and security (with 100% of respondents choosing this), followed by other concerns such as lack of trust in AI-generated outputs and regulatory or ethical concerns.

Point of Interest

The use of Generative AI in legal proceedings has generated some discussion in recent years.

In an example from Singapore in 2025, a claimant’s counsel was ordered to personally pay costs to the counterparty for citing a fictitious AI-generated case authority.²³² The fictitious nature of the case cited was exposed when the case was missing from the claimant’s Bundle of Authorities. The situation worsened when the counsel, without first seeking the court’s leave, filed a replacement authority but claimed only that the previous case was merely cited in error. It was not until the defendant’s counsel highlighted that the previously-cited case was non-existent, and only after being probed by the court, that the counsel admitted that the case indeed did not exist and this was likely the result of work being “run through an AI app”.²³³

The court took a very serious stance against this misconduct, reminding practitioners that they have a “fundamental duty to ensure that all materials placed before the court, including any content generated by artificial intelligence (“AI”) tools, are independently verified, accurate, true and appropriate”.²³⁴

Another interesting example was *United States v Heppner*,²³⁵ a case concerning a litigant who, on his own initiative and not at his lawyer’s request, used the Anthropic AI chatbot Claude to generate reports that outlined defence strategy and possible arguments relating to his criminal case. The government sought to compel production of the documents generated by the AI chatbot.

The court ultimately held that such documents, as well as the communications memorialised therein, were not covered by privilege or the work product protection doctrine. Anthropic’s privacy policy collects data and uses it to train the AI chatbot, and the policy also “reserves the right to disclose this data to [third parties], including ‘governmental regulatory authorities’”. Also, privilege and the work product doctrine only protect work that has been prepared by or upon the instructions of counsel when preparing for litigation, which was not the case here. While the litigant later shared the documents with his lawyer, that did not change the initial nature of the documents and they did not acquire protection simply because they were later shared with the counsel.

Of particular note is the court’s hypothesis that the outcome might have been different if the counsel had directed the use of AI. In such a case, the AI tool “might arguably be said to have functioned in a manner akin to a highly trained professional who may act as a lawyer’s agent within the protection of the attorney-client privilege”.

²³² *Tajudin bin Gulam Rasul and anor v Suriaya bte Haja Mohideen* [2025] SGHCR 33 (“**Tajudin and anor v Suriaya**”).

²³³ *Tajudin and anor v Suriaya*, at [34]; see also [82(c) and its sub-paragraphs].

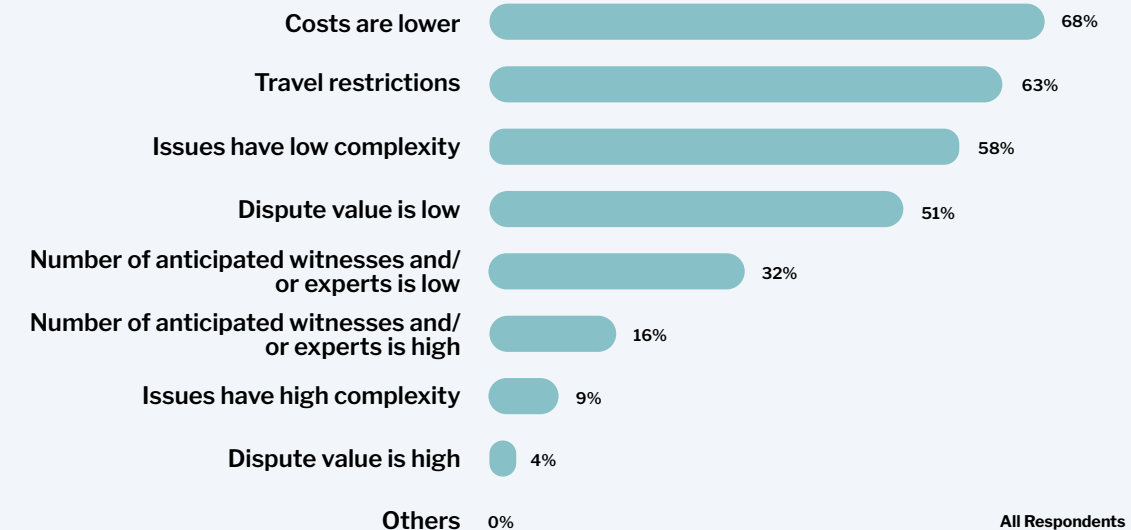
²³⁴ *Tajudin and anor v Suriaya*, at [2]; see also [36]-[41].

²³⁵ No. 25 Cr. 503 (JSR), 2026 WL 436479 (S.D.N.Y. Feb. 17, 2026); see also Dentons, ‘Landmark AI Rulings Impacting All’ (3 March 2026), available at <https://www.dentons.com/en/insights/alerts/2026/march/3/landmark-ai-rulings-impacting-all>.

Factors Affecting the Choice to Use a Wholly Online Platform to Conduct International Commercial Litigation

EXHIBIT 7.10

FACTORS AFFECTING THE CHOICE TO USE A WHOLLY ONLINE PLATFORM TO CONDUCT INTERNATIONAL COMMERCIAL LITIGATION

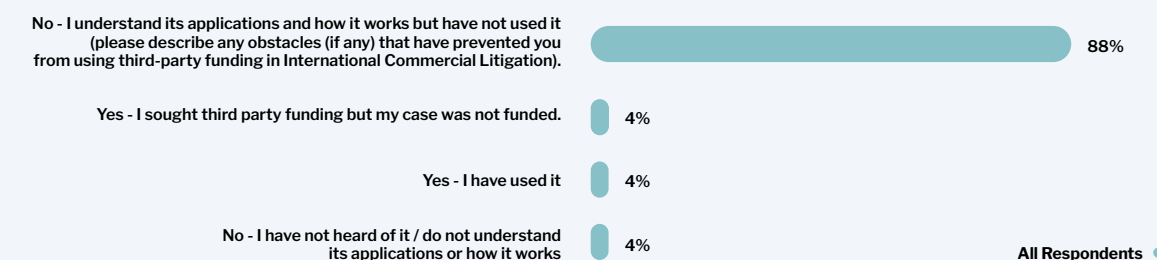


7.20 Respondents were asked to select the top factors that would make them choose a wholly online platform to conduct their litigation proceedings. Similar to the sections on arbitration and mediation as well as previous editions of the survey section on litigation,²³⁶ a majority of respondents identified travel restrictions (63%), low costs (68%) and issues with low complexity (58%) as among their top factors that would make them choose a wholly online platform for litigation proceedings.

Use of Third-Party Funding in International Commercial Litigation

EXHIBIT 7.11

RESPONDENTS WERE ASKED IF THEY USED THIRD-PARTY FUNDING FOR INTERNATIONAL COMMERCIAL LITIGATION



²³⁶ SIDRA Survey 2024 Final Report at Exhibit 7.8; SIDRA Survey 2022 Final Report at Exhibit 7.12. This question was not asked in SIDRA Survey 2020 Final Report.

7.21 88% of respondents said that though they had not used third-party funding for international commercial litigation, they understood its applications and how it works. 4% of respondents indicated that they had used third-party funding in international commercial litigation, and its associated strategic and management services for the enforcement of judgments. 8% of respondents indicated that they had either requested funding but not received it, or had not heard of third-party funding for international commercial litigation and/or do not understand its application or how it works. This is in line with the SIDRA Survey Final Reports 2024 and 2022, where only a small minority of respondents have used third-party funding for litigation proceedings.²³⁷

 Point of Interest

In September 2022, the European Parliament adopted a resolution on the responsible use of third-party litigation funding (“**TPLF**”) and called on the European Commission to introduce legislative measures to regulate the practice within the EU. The Commission replied by commissioning a mapping study to review the current landscape and inform its potential policy responses.

Conducted by the Justice and Consumers Evaluation Consortium (led by the British Institute of International and Comparative Law and Civic Consulting) and published in March 2025, the study surveyed existing laws, practices, and policy debates on TPLF across all EU Member States and four non-EU countries (Canada, Switzerland, the United Kingdom and the United States).²³⁸ The closest pre-existing EU law is the EU Directive No. 2020/1828 (Representative Actions Directive), but it only addresses TPLF in the context of representative actions for consumer protection where national law allows; it does not cover individual actions.²³⁹

Section 8. Mixed Mode (Hybrid) Dispute Resolution

AT A GLANCE

- The top factors that contributed to the respondents’ choice to use mixed mode (hybrid) dispute resolution were contractual obligation, client’s request and opponent’s request.
- Compared to mediation alone, mixed mode dispute resolution was chosen because of timely resolution of dispute, likelihood of success, impact of issue in dispute (e.g. market reputation), direct enforceability and bargaining power in settlement discussions.
- Compared to arbitration alone, mixed mode dispute resolution was chosen because of timely resolution of dispute, possible outcome (e.g. pecuniary and non-pecuniary), likelihood of success, comparison of costs and benefits and bargaining power in settlement discussions.
- With respect to choosing arbitrators or mediators in mixed mode (hybrid) dispute resolution procedures, respondents found the following factors to be ‘absolutely crucial’ or ‘important’: cost, efficiency, arbitrator or mediator from a third-party country, industry/issue-specific knowledge, experience in conducting arbitration or mediation, other dispute resolution experience, formal qualifications, language, good ethics and cultural familiarity.

- 8.1** The number of respondents for this edition of the mixed mode (hybrid) dispute resolution mechanisms Survey was not significant. A brief summary of the results of the mixed mode (hybrid) dispute resolution mechanisms Survey is presented below.
- 8.2** For the purposes of the Survey and this Report, mixed mode or hybrid dispute resolution mechanisms are defined as any combination of two or more of the following dispute resolution processes: mediation and/or arbitration. Such mechanisms may also involve multiple dispute resolution professionals or a single dispute resolution professional in multiple roles.
- 8.3** The top factors that contributed to the respondents’ choice to use mixed mode (hybrid) dispute resolution were contractual obligations, client’s request and opponent’s request.
- 8.4** Respondents had experience with various mixed mode dispute resolution mechanisms, such as arbitration-mediation-arbitration (“**arb-med-arb**”) and arbitration-mediation (“**arb-med**”).
- 8.5** Cost, speed, confidentiality, procedural flexibility, clarity and transparency in rules and procedures, indirect costs to client business, impartiality, transparency, direct enforceability and finality were considered by all respondents to be ‘absolutely crucial’ or ‘important’ in choosing to use mixed mode dispute resolution mechanisms to resolve disputes. Fewer respondents indicated the same for flexibility in choice of institutions, venues and dispute resolution professionals, availability of specialist dispute resolution professionals/neutrals, preservation of business relationship, and political sensitivity.
- 8.6** In terms of satisfaction, respondents were ‘very satisfied’ or ‘somewhat satisfied’ with confidentiality, procedural flexibility, clarity and transparency in rules and procedures, impartiality, direct enforceability, finality, and likelihood of success.

²³⁷ SIDRA Survey 2024 Final Report at Exhibit 7.9; SIDRA Survey 2022 Final Report at Exhibit 7.13. This question was not asked in the SIDRA Survey 2020 Final Report.

²³⁸ European Commission DG Justice and Consumers, ‘Mapping Third Party Litigation Funding in the European Union’, available at https://commission.europa.eu/strategy-and-policy/policies/justice-and-fundamental-rights/civil-justice/civil-and-commercial-law/third-party-litigation-funding-tplf_en, at pages 6-7.

²³⁹ Directive (EU) 2020/1828 of the European Parliament and of the Council of 25 November 2020, available at <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:02020L1828-20250912>.

- 8.7** Respondents were also asked to indicate which factors were important in choosing mixed mode dispute resolution mechanisms over mediation and over arbitration.
- 8.8** Compared to mediation alone, mixed mode dispute resolution was chosen because of factors such as timely resolution of dispute, likelihood of success, impact of issue in dispute (e.g. market, reputation), direct enforceability and bargaining power in settlement discussions.
- 8.9** Compared to arbitration alone, mixed mode dispute resolution was chosen because of factors such as timely resolution of dispute, scope of possible outcomes (e.g. pecuniary and non-pecuniary), likelihood of success, comparison of costs and benefits and bargaining power in settlement discussions. Another factor mentioned by respondents was that commercial outcomes could be negotiated which were additional to remedies sought in arbitration.
- 8.10** Seats chosen by respondents for arbitration were Singapore, London and Hong Kong. Institutions most commonly used by respondents for mixed mode (hybrid) dispute resolution were Singapore International Arbitration Centre (“**SIAC**”) – Singapore International Mediation Centre (“**SIMC**”), International Chamber of Commerce (“**ICC**”), and Hong Kong International Arbitration Centre (“**HKIAC**”).
- 8.11** When choosing institutions for mixed mode (hybrid) dispute resolution, the following factors were considered to be ‘absolutely crucial’ or ‘important’: cost, efficiency, institutional rules, size and expertise of panel of dispute resolution professionals, cultural familiarity of panel of dispute resolution professionals, geographical proximity, availability of information about panel of dispute resolution professionals, location of institution different from parties’ nationalities/place of incorporation, transparency of challenge decisions and award scrutiny.
- 8.12** Respondents were ‘very satisfied’ or ‘somewhat satisfied’ with the following factors with respect to their chosen institution for mixed mode dispute resolution: cost, efficiency, size and expertise of panel of dispute resolution professionals, cultural familiarity of panel of dispute resolution professionals, geographical proximity, availability of information about panel of dispute resolution professionals, location of institution different from parties’ nationalities/place of incorporation, transparency of challenge decisions and award scrutiny.
- 8.13** This edition of the SIDRA Survey also asked respondents if they had separate dispute resolution professionals conducting the mixed mode (hybrid) dispute resolution procedure, to which respondents indicated that they had experience with the same professional and different professionals.
- 8.14** With respect to choosing arbitrators or mediators in mixed mode (hybrid) dispute resolution procedures, respondents found the following factors to be ‘absolutely crucial’ or ‘important’: cost, efficiency, arbitrator or mediator from a third-party country, industry/issue-specific knowledge, experience in conducting arbitration or mediation, other dispute resolution experience, formal qualifications, language, good ethics and cultural familiarity.
- 8.15** Respondents were ‘very satisfied’ or ‘somewhat satisfied’ with the same factors with respect to their chosen arbitrator or mediator in a mixed mode procedure.
- 8.16** Technologies such as e-discovery/due diligence, e-filing platforms, communications platforms for conducting virtual/online hearings, and cloud-based storage systems were considered to be ‘extremely useful’ in supporting mixed mode (hybrid) dispute resolution.
- 8.17** For the first time, respondents were asked about their use of generative artificial intelligence (“**Generative AI**”) tools in supporting a mixed mode (hybrid) dispute resolution process. Respondents who used Generative AI had used AI drafting and document generation tools (e.g. ChatGPT), AI contract analysis tools, AI-powered legal research tools, and other tools such as Lawdify (an AI for insurance claims assessment).
- 8.18** Respondents used a wholly online platform when the number of anticipated witnesses and/or experts is high, where costs are low and when there are travel restrictions.

Section 9. Investor-State Dispute Settlement



AT A GLANCE

- International arbitration continues to be the dispute settlement mechanism of choice of users in resolving investor-state disputes, with the majority of the respondents choosing institutional or *ad hoc* arbitration.
- Direct enforceability and political sensitivity were the top considerations in choosing a mechanism for investor-state dispute settlement.
- Dispute resolution experience, language, good ethics and cultural familiarity were the top factors considered by respondents when choosing dispute resolution professionals.
- The most respondents indicated that the ability to use mediation, an increased pool of experts in investor-state disputes, dispute resolution by a neutral body (e.g. multilateral investment court), increased transparency and a code of conduct would improve the dispute resolution procedure for investor-state disputes.

- 9.1** The number of respondents for this edition of the investor-state dispute settlement (“**ISDS**”) Survey was not significant. A brief summary of the results of the ISDS Survey is presented below.
- 9.2** When it comes to choosing a dispute resolution mechanism for ISDS and multilateral investment disputes, arbitration is the most commonly used dispute resolution mechanism. This comes as no surprise as arbitration clauses are still the standard in many investment treaties and contracts. Respondents also preferred institutional arbitration over *ad hoc* arbitration. The increasing caseload of the International Centre for Settlement of Investment Disputes (“**ICSID**”) is but one example of this user preference. In 2025, ICSID registered 63 new cases under its ICSID Convention and Additional Facility Rules,²⁴⁰ up from the 55 new cases registered in 2024²⁴¹ and the 57 new cases registered in 2023.²⁴²
- 9.3** Mediation ranks below arbitration as a *preferred* dispute resolution mechanism for ISDS. Nevertheless, stakeholder interest in resolving ISDS by less adversarial modes persists. UNCITRAL adopted the UNCITRAL Model Provisions on Mediation for International Investment Disputes and the UNCITRAL Guidelines on Mediation for International Investment Disputes. On 22 July 2025, UNCITRAL also adopted the Toolkit on Prevention and Mitigation of International Investment Disputes, an informational resource which sets out a range of approaches that states have used to resolve investor grievances upstream (before formal legal proceedings are initiated) and to explore amicable solutions including mediation.²⁴³
- 9.4** The interesting and atypical outcome in the case of *NC Telecom AS and WOM v Republic of Chile*²⁴⁴ may also encourage states to seriously consider amicable solutions to their investor-state disputes. There, the settlement agreement involved the claimant investor agreeing to discontinue its domestic and international legal actions and to pay the Republic of Chile approximately US\$52 million for non-compliance due to its failure to complete its 5G network deployment.²⁴⁵ The claimant, however, could also continue with the remaining work on its project, an example of how settlement can preserve the business relationships between parties.

²⁴⁰ International Centre for Settlement of Investment Disputes (“ICSID”), ICSID Releases 2025 Caseload Statistics, available at <https://icsid.worldbank.org/news-and-events/news-releases/icsid-releases-2025-caseload-statistics>.

²⁴¹ ICSID, ICSID Releases 2024 Caseload Statistics, available at <https://icsid.worldbank.org/news-and-events/news-releases/icsid-releases-2024-caseload-statistics>.

²⁴² ICSID, ICSID Releases 2023 Caseload Statistics, available at <https://icsid.worldbank.org/news-and-events/news-releases/icsid-releases-2023-caseload-statistics>.

²⁴³ United Nations Information Service, UNCITRAL adopts Toolkit on Prevention and Mitigation of International Investment Disputes, available at <https://unis.unvienna.org/unis/en/pressrels/2025/unis1382.html>; an advance copy of the Toolkit is available at https://uncitral.un.org/sites/default/files/2026-02/publication_toolkit_for_website_0.pdf.

²⁴⁴ (ICSID Case No. ARB/24/30).

²⁴⁵ BNAmericas.com, ‘Chile approves US\$52mn WOM 5G settlement’, available at <https://www.bnamericas.com/en/news/chile-approves-us52mn-wom-5g-settlement>.

- 9.5** The investment treaty clause was the top factor that contributed to the choice of investor-state dispute resolution mechanism. This was followed by external counsel's advice, in-house counsel's advice and the opponent's request.
- 9.6** The top considerations when choosing a mechanism for ISDS were direct enforceability and political sensitivity. Respondents were also asked about the importance of certain factors, and their satisfaction with those same factors, when they chose arbitration, mediation, local courts²⁴⁶, commercial courts or a mixed-mode mechanism for their investor-state disputes.
- 9.7** The top factors that led to respondents choosing arbitration to resolve their investor-state disputes were cost, the availability of specialist dispute resolution professionals / neutrals, clarity and transparency in rules and procedures, political sensitivity, direct enforceability and finality. A majority of respondents also considered speed, confidentiality, procedural flexibility, impartiality, bargaining power in settlement cases, likelihood of success and possible outcomes (pecuniary vs non-pecuniary) to be 'absolutely crucial' or 'important' considerations.
- 9.8** The most respondents were 'very satisfied' or 'somewhat satisfied' with arbitration's confidentiality and availability of specialist dispute resolution professionals / neutrals. A majority were also 'very satisfied' or 'somewhat satisfied' with the procedural flexibility, flexibility in choice of institutions, venues and arbitrators, clarity and transparency in rules and procedures, impartiality, political sensitivity, transparency, bargaining power in settlement cases and direct enforceability.
- 9.9** The factors that led to a majority of respondents choosing mediation to resolve their investor-state disputes were cost, speed, confidentiality, procedural flexibility, flexibility in choice of institutions, venues and mediators, the availability of specialist dispute resolution professionals / neutrals, preservation of business relationship, indirect costs to client business (e.g. opportunity cost), impartiality, political sensitivity, bargaining power in settlement cases, finality, likelihood of success, and possible outcomes (e.g. pecuniary vs non-pecuniary).
- 9.10** The majority of respondents were 'very satisfied' or 'somewhat satisfied' with mediation's cost, speed, confidentiality, procedural flexibility, flexibility in choice of institutions, venues and mediators, clarity and transparency in rules and procedures, preservation of business relationship, indirect costs to client business (e.g. opportunity cost), impartiality, political sensitivity, transparency, bargaining power in settlement cases, direct enforceability, finality, likelihood of success, and possible outcomes (e.g. pecuniary vs non-pecuniary).
- 9.11** The factors that led to a majority of respondents choosing international commercial courts to resolve their investor-state disputes were cost, speed, confidentiality, procedural flexibility, clarity and transparency in rules and procedures, preservation of business relationship, indirect costs to client business (e.g. opportunity cost), impartiality, political sensitivity, transparency, bargaining power in settlement cases, direct enforceability, finality, likelihood of success, and possible outcomes (e.g. pecuniary vs non-pecuniary). The majority of respondents were 'very satisfied' or 'somewhat satisfied' with those same factors.
- 9.12** The majority of respondents who chose a mixed mode mechanism for ISDS considered all the factors listed in the survey question to be 'important' or 'absolutely crucial': cost, speed, confidentiality, procedural flexibility, flexibility in choice of institutions, venues and dispute resolution professionals, clarity and transparency in rules and procedures, preservation of business relationship, indirect costs to client business (e.g. opportunity cost), impartiality, political sensitivity, transparency, bargaining power in settlement cases, direct enforceability, finality, likelihood of success, and possible outcomes (e.g. pecuniary vs non-pecuniary).

²⁴⁶ No respondents answered the questions about choosing local courts to resolve their investor-state disputes.

- 9.13** When asked about their satisfaction with those same factors, the majority of respondents indicated that they were 'somewhat satisfied' or 'very satisfied' with all the factors, except for the availability of specialist dispute resolution professionals/neutrals.
- 9.14** In order to have a closer look at respondents' preferences and experience with arbitration in ISDS, respondents were asked about the factors that influenced their choice of arbitration seat, and their satisfaction with those factors at their chosen seat. A majority of respondents considered the enforceability of the arbitral award, the domestic law governing international arbitration excluding enforceability (e.g. availability of interim measures), the location of the seat being different from parties' nationalities/ place of incorporation, availability of quality arbitrators, availability of quality counsel, cost, quality of local court proceedings and political stability of the jurisdiction to be 'absolutely crucial' or 'important' considerations when choosing their seat of arbitration. Only a minority considered the law governing the substance of the dispute as 'absolutely crucial' or 'important'.
- 9.15** As for their satisfaction with those factors, a majority of respondents were 'very satisfied' or 'somewhat satisfied' with the enforceability of the arbitral award, the domestic law governing international arbitration excluding enforceability (e.g. availability of interim measures), the law governing the substance of the dispute, the location of the seat being different from parties' nationalities/ place of incorporation, availability of quality arbitrators, availability of quality counsel, quality of local court proceedings and political stability of the jurisdiction. Only a minority of respondents were satisfied with the cost of arbitration.
- 9.16** Respondents identified the following as their most commonly used international arbitration seats used to resolve investor-state disputes: The Hague, Geneva, New York and Singapore.
- 9.17** They were also asked about the factors that influenced their choice of arbitration institutions and their satisfaction with those factors at their chosen institution. The majority of respondents identified the following as 'absolutely crucial' or 'important': cost, efficiency, institutional rules, size and expertise of panel of arbitrators, cultural familiarity of panel of arbitrators, availability of information about panel of arbitrators, location of institution is different from parties' nationalities / place of incorporation, transparency of challenge decisions and quality of services in administering arbitral proceedings. None or a minority of respondents thought that award scrutiny and geographical proximity were 'absolutely crucial' or 'important' to their decision of choice of arbitration institution.
- 9.18** The majority of respondents were 'very satisfied' or 'somewhat satisfied' with the institutional rules, size and expertise of panel of arbitrators, cultural familiarity of panel of arbitrators, availability of information about panel of arbitrators, transparency of challenge decisions, award scrutiny and quality of services in administering arbitral proceedings. However, only a minority of respondents felt similarly about the cost, efficiency, geographical proximity and the location of institution being different from parties' nationalities / place of incorporation.
- 9.19** ICSID and the Permanent Court of Arbitration ("PCA") were the most commonly used international arbitration institutions for the respondents of this iteration of the SIDRA Survey.
- 9.20** When asked if they were satisfied with the enforcement of outcomes in ISDS, the majority of respondents indicated they were 'somewhat satisfied', while a minority indicated they were 'somewhat dissatisfied'.
- 9.21** When it comes to choosing a dispute resolution professional for their investor-state disputes, the vast majority of respondents thought the following factors were 'absolutely crucial' or 'important': dispute resolution experience, language, good ethics and cultural familiarity. A majority also took into account cost, efficiency, industry/ issue-specific knowledge and formal qualifications. Only a minority similarly characterised the factor of the dispute resolution professional coming from a third-party country.
- 9.22** The majority of respondents were 'very' or 'somewhat satisfied' with their dispute resolution professional's efficiency, industry/ issue-specific knowledge, dispute resolution experience, formal qualifications, language, good ethics and cultural familiarity. A minority of respondents indicated satisfaction with the dispute resolution professional coming from a third-party country, as well as the cost of their dispute resolution professional.

- 9.23** Respondents were asked about the importance of diversity (for example, in gender, age, nationality, ethnicity or type of legal system or background) in their selection of a dispute resolution professional. All respondents stipulated that this was ‘important’ to them. A minority of respondents said that they ‘somewhat agree’ with the statement “there is limited diversity in the choice of dispute resolution professional available to me for investor-state disputes’, while the majority indicated that they ‘somewhat disagree’ with the statement. When asked which aspects of diversity they would like to see more of in their choice of dispute resolution professionals, respondents identified gender, nationality and ethnicity.
- 9.24** Turning then to the issue of technology in ISDS, respondents were asked about technologies they found ‘useful’ or ‘extremely useful’. Respondents identified the following as such: communications platforms for conducting virtual/online hearings (e.g. Zoom, Microsoft Teams), dedicated online dispute resolution platforms with video, audio, text and facilities such as case management, document uploading and storage, e-filing platforms, cloud-based storage systems and e-discovery / due diligence.
- 9.25** When asked specifically about the type of generative artificial intelligence (“**Generative AI**”) tools that they had used, respondents identified Artificial Intelligence (“**AI**”) drafting and document generation tools (e.g. ChatGPT) and other AI tools that summarised documents. That said, for respondents who did not use Generative AI, some of their concerns included a lack of trust in AI-generated outputs, concerns about data privacy and security and cost.
- 9.26** Respondents were also asked specifically about what factors would make them choose a wholly online platform to conduct their ISDS proceedings. They identified the following factors in response: the costs are lower, the number of anticipated witnesses and/or experts is low, the dispute value is low, the issues have low complexity and travel restrictions.
- 9.27** All respondents indicated that they had used third-party funding for their investor-state disputes. This is likely a result of the small sample size, and also the ISDS context, where claims often involve massive sums of money as well as high legal costs, creating an environment ripe for the involvement of third-party funders. Indeed, all respondents indicated that the average value of the disputes in which they had used third-party funding was more than US\$100 million.
- 9.28** When asked specifically whether they had used third-party funding (and its associated strategic and management services) for enforcement of an arbitral award, most respondents indicated that they had done so.
- 9.29** Lastly, respondents were asked to select from a list of the developments that they thought would be useful to improve the dispute resolution procedure for investor-state disputes. The top developments selected were the ability to use mediation, an increased pool of experts in investor-state disputes, dispute resolution by a neutral body (e.g. multilateral investment court), increased transparency and a code of conduct. A majority also identified enhanced and modernised procedural rules (coordination procedures, early dismissal procedures, expedited procedures, security for costs, third-party funding etc) as a useful development. A minority of respondents identified the ability to use mixed mode (hybrid) procedures in ISDS as a useful development, and one respondent even suggested in their optional free text response that the training of mediators would be a welcome development.

Section 10. Intellectual Property Disputes



AT A GLANCE

- The dispute resolution mechanism most *preferred* by respondents is international commercial litigation, while the mechanism most commonly used is international commercial arbitration. The type of dispute resolution mechanism used is largely influenced by client’s request, followed by management’s advice.
- Respondents considered factors such as cost, speed, direct enforceability, finality, likelihood of success and possible outcomes (e.g. pecuniary vs non-pecuniary) ‘absolutely crucial’ or ‘important’ when choosing a dispute resolution mechanism. They were also generally satisfied with these factors, except cost.
- With respect to choosing arbitrators, mediators or neutrals in intellectual property (“**IP**”) disputes, respondents found the following factors to be ‘absolutely crucial’ or ‘important’: cost, efficiency, industry/IP-specific knowledge, dispute resolution experience, language and cultural familiarity. They were generally satisfied with these factors, except for cost, efficiency and language.
- Respondents who used generative artificial intelligence (“**Generative AI**”) found tools for AI-drafting and document generation to be useful. Other tools such as those for AI contract drafting analysis tools and AI-powered legal research tools were also found to be useful. For those who did not use Generative AI, they had concerns about the regulatory or ethical issues, lack of trust in the AI-generated inputs, costs, and data privacy and security.

- 10.1** The number of respondents for this edition of the intellectual property disputes Survey was not significant. A brief summary of the results of the intellectual property disputes Survey is presented below.
- 10.2** For the purposes of the Survey and this Report, the World Intellectual Property Organization (“**WIPO**”) defined intellectual property (“**IP**”) as creations of the mind, such as “inventions; literary and artistic works; designs; and symbols, names and images used in commerce”.²⁴⁷ There are various ways to protect IP under the law, such as patents, copyrights and trademarks. These forms of protection entitle people to earn recognition or financial benefit from what they have invented or created. WIPO sets out definitions for the categories of IP protection.
- 10.3** The most frequently selected category of IP disputes as selected by the respondents is trademark, followed by trade secrets/confidential information, patent and copyright – with the latter few categories equally ranked.
- 10.4** All respondents indicated that their IP contracts had dispute resolution clauses. The type of dispute resolution mechanism is generally determined by client’s request, followed by management’s advice, and subsequently by opponent’s request, external counsel’s advice or in-house counsel’s advice.
- 10.5** Respondents prefer international commercial litigation over other forms of dispute resolution mechanisms, such as international commercial mediation, international commercial arbitration, mixed-mode dispute resolution or others such as neutral evaluation or adjudication.

²⁴⁷ WIPO, What is Intellectual Property?, available at <https://www.wipo.int/about-ip/en/>.



- 10.6** There may be remedies in litigation such as immediate injunctive relief that are crucial to the IP industry and may not be found in arbitration.²⁴⁸ Furthermore, since litigation is public, it could produce authoritative judgments that clarify the validity or scope of rights, create precedence for future disputes and even act as a deterrent against potential infringers.
- 10.7** All respondents in this iteration indicated that they used international commercial arbitration, litigation and mediation for IP disputes. This could be due to various advantages of these mechanisms that could address different concerns. For example, respondents may use arbitration to take advantage of qualities such as confidentiality and the ability to choose adjudicators with relevant expertise in IP. Confidential proceedings would be particularly attractive for disputes involving trade secrets or confidential information, classified research and development information or perhaps sensitive commercial arrangements. Individuals or smaller firms may wish to avoid public exposure or reputational consequences.
- 10.8** One interesting development is the Guiding Opinions on Strengthening the Arbitration of Intellectual Property Disputes (“**Guiding Opinions**”), jointly issued by China’s Ministry of Justice and the China National Intellectual Property Administration in December 2025.²⁴⁹ This points to a broader shift in IP dispute resolution in China, from a predominantly litigation-focused model towards one centred increasingly on arbitration. The Guiding Opinions recommend several developments to support this transition, including the establishment of specialised IP arbitration institutions, with qualified institutions encouraged to create dedicated IP arbitration courts or centres.²⁵⁰ They also contemplate the use of technical investigators to provide expert opinions, an expansion in the scope of arbitrable IP disputes, and greater support for cross-border IP arbitrations through collaboration with foreign IP dispute response guidance centres and strengthened cooperation with the WIPO Arbitration and Mediation Center.
- 10.9** All of the respondents also indicated that they were involved in IP disputes where they were settled either before or after the commencement of formal proceedings such as arbitration or litigation.
- 10.10** Cost, speed, direct enforceability, finality, likelihood of success and possible outcomes (e.g. pecuniary vs non-pecuniary) were considered by more respondents to be ‘absolutely crucial’ or ‘important’ in their choice of a dispute resolution mechanism to resolve IP disputes. Other factors such as confidentiality, procedural flexibility, availability of specialist dispute resolution professionals/ neutrals, clarity and transparency in rules and procedures, preservation of business relationship, impartiality, and transparency were still considered as ‘absolutely crucial’ or ‘important’ but by slightly less respondents. Other factors chosen by only a few respondents as ‘absolutely crucial’ or ‘important’ were flexibility in choice of institutions/venues and arbitrators, indirect costs to business (e.g. opportunity cost), political sensitivity and bargaining power in settlement cases.
- 10.11** In terms of satisfaction, a majority of respondents were ‘very satisfied’ or ‘somewhat satisfied’ with speed, confidentiality, procedural flexibility, direct enforceability, finality, likelihood of success and possible outcomes (e.g. pecuniary vs non-pecuniary). Fewer were ‘very satisfied’ or ‘somewhat satisfied’ with factors such as cost, flexibility in choice of institutions/venues and arbitrators, availability of specialist dispute resolution professionals/neutrals, political sensitivity and bargaining power in settlement cases.

- 10.12** Within the various dispute resolution mechanisms, respondents were also asked about their commonly used institutions. For arbitration, a majority of the respondents used the Singapore International Arbitration Centre (“**SIAC**”), with the remaining using the International Chamber of Commerce (“**ICC**”).²⁵¹ For mediation, a majority of respondents used the Singapore Mediation Centre (“**SMC**”), followed by the Singapore International Mediation Centre (“**SIMC**”) and the World Intellectual Property Organization (“**WIPO**”) Mediation Center.²⁵² For litigation, respondents were asked about the jurisdiction where they usually bring or defend IP cases. Singapore was chosen by a majority of the respondents, followed by China and Malaysia.²⁵³
- 10.13** When it comes to choosing institutions, all of the respondents also prioritised factors such as cost, efficiency, institutional rules (e.g. emergency arbitrator, expedited procedure, consolidation, joinder etc.), number and expertise of neutrals and/or judges, cultural familiarity of neutrals and/or judges, and geographical proximity. Slightly fewer respondents chose availability of information about neutrals and/or judges, and location of institution being different from parties’ nationalities/place of incorporation as ‘absolutely crucial’ or ‘important’.
- 10.14** Respondents also indicated they were ‘very satisfied’ or ‘somewhat satisfied’ with factors such as efficiency, institutional rules (e.g. emergency arbitrator, expedited procedure, consolidation, joinder, etc.), number and expertise of neutrals, cultural familiarity of neutrals and/or judges, geographical proximity, and location of institution being different from parties’ nationalities/place of incorporation. Fewer respondents indicated the same with respect to cost and availability of information about neutrals.
- 10.15** They were also asked about the factors they prioritised when selecting a dispute resolution professional (e.g. arbitrator, mediator, neutral). Important factors to all the respondents include cost, efficiency, industry/IP-specific knowledge, dispute resolution experience, language and cultural familiarity. Fewer respondents indicated the same for factors such as arbitrator/mediator/neutral from a third-party country, formal qualifications and good ethics. Majority were ‘very satisfied’ or ‘somewhat satisfied’ with dispute resolution experience, formal qualifications, language and good ethics. About half indicated the same for cost, efficiency, arbitrator/mediator/neutral from a third-party country, industry/IP-specific knowledge and cultural familiarity.
- 10.16** Respondents were asked if they found diversity important when selecting a dispute resolution professional, to which half indicated that it was ‘neither important nor unimportant’, and a quarter responded that it was ‘important’. Half also ‘somewhat agreed’ that there is limited diversity. Areas like nationality and gender were what the respondents were looking for when improving diversity, with age being another factor as well. However, fewer respondents chose age as a factor.

²⁴⁸ Matthew Shaw, Advantages and drawbacks of the arbitration of IP disputes, available at <https://www.asiaiplaw.com/section/in-depth/advantages-and-drawbacks-of-the-arbitration-of-ip-disputes>.

²⁴⁹ Amita Haylock, Justin Lai, ‘What do China’s New Arbitration Reforms Mean for Your IP Strategy?’, available at <https://www.mayerbrown.com/en/insights/publications/2026/04/what-do-chinas-new-arbitration-reforms-mean-for-your-ip-strategy>; see also Ministry of Justice, ‘Notice of the Ministry of Justice and the State Intellectual Property Office on the Guidance on Strengthening the Arbitration of Intellectual Property Disputes’, available at https://www.moj.gov.cn/pub/sfbgw/zwxgk/fdzdgknr/fdzdgknrtzjw/202512/t20251224_529732.html.

²⁵⁰ Amita Haylock, Justin Lai, ‘What do China’s New Arbitration Reforms Mean for Your IP Strategy?’, available at <https://www.mayerbrown.com/en/insights/publications/2026/04/what-do-chinas-new-arbitration-reforms-mean-for-your-ip-strategy>; see also Ministry of Justice, ‘Notice of the Ministry of Justice and the State Intellectual Property Office on the Guidance on Strengthening the Arbitration of Intellectual Property Disputes’, available at https://www.moj.gov.cn/pub/sfbgw/zwxgk/fdzdgknr/fdzdgknrtzjw/202512/t20251224_529732.html.

²⁵¹ Other arbitration institutions mentioned in the previous edition include the Indian Institute of Arbitration and Mediation, IPOPHL, CIARB-London, PDRCI, SIARB, ad hoc arbitration under the UNCITRAL Model Law, see SIDRA Survey 2024 (Intellectual Property and Technology Disputes), Exhibit 10.12, available at [https://sidra.smu.edu.sg/sites/sidra.smu.edu.sg/files/documents/2024.08.22%20SIDRA%20Survey%20\(IP%20%26%20Tech\).pdf](https://sidra.smu.edu.sg/sites/sidra.smu.edu.sg/files/documents/2024.08.22%20SIDRA%20Survey%20(IP%20%26%20Tech).pdf).

²⁵² Other mediation institutions mentioned in the previous edition include the Indian Institute of Arbitration and Mediation, IPOPHL, CIARB-London, Law Society of Singapore (Mediation Scheme), SIARB and private mediators, see SIDRA Survey 2024 (Intellectual Property and Technology Disputes), Exhibit 10.13, available at [https://sidra.smu.edu.sg/sites/sidra.smu.edu.sg/files/documents/2024.08.22%20SIDRA%20Survey%20\(IP%20%26%20Tech\).pdf](https://sidra.smu.edu.sg/sites/sidra.smu.edu.sg/files/documents/2024.08.22%20SIDRA%20Survey%20(IP%20%26%20Tech).pdf).

²⁵³ Other jurisdictions mentioned in the previous edition include the United States, Philippines, India, the United Kingdom, Hong Kong, Australia, Indonesia and the European Union, see SIDRA Survey 2024 (Intellectual Property and Technology Disputes), Exhibit 10.14, available at [https://sidra.smu.edu.sg/sites/sidra.smu.edu.sg/files/documents/2024.08.22%20SIDRA%20Survey%20\(IP%20%26%20Tech\).pdf](https://sidra.smu.edu.sg/sites/sidra.smu.edu.sg/files/documents/2024.08.22%20SIDRA%20Survey%20(IP%20%26%20Tech).pdf).

10.17 Reflecting the increasingly digital world we live in, respondents were asked about the types of technology they found useful in supporting an IP dispute resolution procedure. Technologies such as e-discovery/due diligence, e-filing platforms, and communications platforms for conducting virtual/online hearings (e.g. Zoom, Microsoft Teams) were found by all respondents to be ‘extremely useful’ or ‘useful’. Similarly, a majority of respondents to the previous edition also found e-filing platforms and communication platforms for conducting virtual/online hearings to be useful. Other types of technology that fewer respondents found useful included dedicated online dispute resolution platforms with video, audio, text and facilities such as case management, document uploading and storage, negotiation support or automated negotiation tools (e.g. blind bidding platforms), analytics for appointment of arbitrator/mediator/neutral and/or counsel (e.g. suggesting individuals with the expertise and experience for a particular case), predictive analytical tools (e.g. to predict the strengths or possible outcomes of a claim and the likely quantum of damages, generative AI (e.g. ChatGPT), and cloud-based storage systems.

10.18 For the first time in the SIDRA Survey, respondents were asked about using generative artificial intelligence (e.g. ChatGPT). Those who used Generative AI were further asked about the kind of AI tools they used. A majority used AI-drafting and document generation tools (e.g. ChatGPT). Other less commonly used tools included AI contract drafting analysis tools and AI-powered legal research tools. Respondents who had not used Generative AI had concerns about the regulatory or ethical issues, lack of trust in the AI-generated inputs, costs, and data privacy and security.

10.19 When deciding to use a predominantly virtual platform for resolving an IP dispute, respondents generally chose them when the dispute value is low, issues have low complexity or when there are travel restrictions — the latter presumably included situations such as the COVID-19 pandemic or civil unrest.

Section 11. Technology Disputes

AT A GLANCE

- All of the respondents have been involved in information technology disputes. This was followed by data/system breach disputes, and green tech/biotech/fintech disputes.
- Among respondents’ most commonly used dispute resolution mechanisms to resolve technology disputes, the top-ranked mechanism was arbitration.
- In choosing a dispute resolution mechanism to resolve technology disputes, cost, speed, confidentiality, flexibility in choice of institutions, venues and arbitrators, and clarity and transparency in rules and procedures were the factors considered important by all respondents.
- The majority of respondents found these factors to be ‘absolutely crucial’ or ‘important’ when choosing a dispute resolution institution: institutional rules (e.g. emergency arbitrator, expedited procedure, consolidation, joinder, etc.), cost, efficiency, number and expertise of neutrals and/or judges, and availability of information about neutrals and/or judges.

11.1 The number of respondents for this edition of the Technology Disputes Survey was not significant. A brief summary of the results of the Technology Disputes Survey is presented below.

11.2 There have been various endeavours to define “technology dispute”, though no one formulation has been widely agreed upon. One such endeavour is the United Nations Commission on International Trade Law (“**UNCITRAL**”) Draft Provisions for Technology-related Dispute Resolution, which has sought to define a technology dispute as “a dispute arising out of or relating to the supply, procurement, research, development, implementation licensing, commercialization, distribution, financing, as well as to the existence, scope and validity of legal relationships of or related to the use of emerging and established technologies”.²⁵⁴ Such a definition is very broad and can apply to many different kinds of disputes. Even without a settled definition, however, there are disputes today that can be easily categorised as “technology disputes”. These include disputes involving cryptocurrency, cybersecurity incidents and disputes between metaverse users.²⁵⁵

11.3 In this section of the SIDRA Survey, respondents who have experience in technology disputes, as either a Client User or External Counsel, were asked about the type of technology disputes they have been involved in. All the respondents said that they have been involved in information technology disputes. This was followed by data/system breach disputes and green tech²⁵⁶ / biotech²⁵⁷/fintech disputes.²⁵⁸

²⁵⁴ UNCITRAL Working Group II, UNCITRAL Draft Provisions for Technology-related Dispute Resolution, available at <https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/wp-224-e.pdf>.

²⁵⁵ Chui Lijun and Allen Lye, ‘Emerging Trends in Technology Disputes: Five Predictions’, available at <https://lawgazette.com.sg/feature/emerging-trends-in-technology-disputes-five-predictions/>.

²⁵⁶ Green tech or green technology is an umbrella term that covers the use of technology to reverse or reduce the effects of human activity on the environment.

²⁵⁷ Biotechnology is the use of technology based on biology to create products and processes that help human health and society.

²⁵⁸ Fintech or financial technology are software, programs and other technology that support banking and financial services.

- 11.4** All respondents indicated that their technology contracts had dispute resolution clauses. Unsurprisingly, the top influence on respondents' choice to use a particular dispute resolution mechanism for technology disputes was contractual obligations. This was followed by in-house counsel's advice, management's advice and client's request.
- 11.5** Respondents were asked to rank their most commonly used dispute resolution mechanisms for technology disputes. All respondents had used arbitration, mediation, litigation and mixed mode (hybrid) mechanisms, but arbitration was the top-ranked mechanism. While there may be situations which call for different types of dispute resolution mechanisms, respondents may prefer arbitration due to its advantages. For example, certain types of technology disputes may benefit from confidentiality, and the direct enforceability of arbitral awards via the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the **"New York Convention"**).
- 11.6** A majority of the respondents also indicated that they were involved in technology disputes that were settled either before or after the commencement of formal proceedings (such as arbitration or litigation).
- 11.7** When it came to choosing a dispute resolution mechanism for technology disputes, all respondents identified cost, speed, confidentiality, flexibility in choice of institutions, venues and arbitrators, and clarity and transparency in rules and procedures as 'absolutely crucial' or 'important' factors that influenced their choice.
- 11.8** Other factors such as procedural flexibility, availability of specialist dispute resolution professionals/ neutrals, impartiality, political sensitivity, transparency, bargaining power in settlement cases, direct enforceability, finality, likelihood of success and possible outcome (e.g. pecuniary vs non-pecuniary) were still considered as 'absolutely crucial' or 'important' by a smaller number of respondents.
- 11.9** All respondents were 'very satisfied' or 'somewhat satisfied' with the speed, cost and availability of specialist dispute resolution professionals/neutrals when it came to their chosen dispute resolution mechanism. The majority indicated the same for procedural flexibility, flexibility in choice of institutions, venues and arbitrators, impartiality, political sensitivity, transparency, finality, and likelihood of success.
- 11.10** With each dispute resolution mechanism, respondents were also asked about the institutions that they have used. In arbitration, respondents mainly used the Singapore International Arbitration Centre (**"SIAC"**), followed by the International Chamber of Commerce (**"ICC"**), the Hong Kong International Arbitration Centre (**"HKIAC"**) and the London Court of International Arbitration (**"LCIA"**). In mediation, the main choice was the Singapore International Mediation Centre (**"SIMC"**). In litigation, the jurisdiction most commonly used was Singapore, followed by the United Kingdom and the United States of America.²⁵⁹



²⁵⁹ It is important to note that most of the respondents are based in Singapore.

- 11.11** The factors that the majority of respondents found 'absolutely crucial' or 'important' when choosing a dispute resolution institution were institutional rules (e.g. emergency arbitrator, expedited procedure, consolidation, joinder, etc.), cost, efficiency, number and expertise of neutrals and/or judges, and availability of information about neutrals and/or judges. A smaller number of respondents indicated the same for cultural familiarity of neutrals and/or judges, geographical proximity and the location of the institution being different from parties' nationalities/place of incorporation.
- 11.12** Almost all of the respondents were 'very satisfied' or 'somewhat satisfied' with institutional rules (e.g. emergency arbitrator, expedited procedure, consolidation, joinder, etc.), efficiency, number and expertise of neutrals and/or judges, and geographical proximity.
- 11.13** Pursuant to Decree No. 29 of 2022, the Dubai International Financial Centre (**"DIFC"**) Courts established the world's first international Digital Economy Court (**"DEC"**) division, with specialised rules and an international judicial expertise.²⁶⁰ The DEC will handle domestic and international disputes on current and emerging technologies that involve "big data, blockchain, AI, fintech, and cloud services, to disputes also involving unmanned aerial vehicles (**"UAVs"**), 3D printing, and robotics". The DEC advances the efficient and modern resolution of digital economy disputes by leveraging standardised smart forms and a dynamic, AI-driven platform to streamline the provision of information.
- 11.14** They were also asked about the factors they look out for when selecting a dispute resolution professional (e.g. arbitrator, mediator, neutral). Factors that were considered 'absolutely crucial' or 'important' to all respondents included cost, efficiency, industry/technology-specific knowledge, dispute resolution experience, language and good ethics. Whether an arbitrator/mediator/neutral is from a third-party country, formal qualifications and cultural familiarity were considered to be 'absolutely crucial' or 'important' by a smaller percentage — but still a majority — of the respondents.
- 11.15** The joint top-ranked factors that respondents were 'very satisfied' or 'somewhat satisfied' in respect of their chosen dispute resolution professional were the arbitrator/mediator/neutral being from a third-party country, dispute resolution experience, language and good ethics.
- 11.16** Respondents were asked if they found diversity important when selecting a dispute resolution professional, and none of the respondents indicated that this was an important issue to them. A majority also indicated that they 'neither agree nor disagree' or 'strongly disagree' that there is limited diversity in the choice of dispute resolution professionals available to them. Only a small number of respondents 'somewhat agree[d]' that there is limited diversity, and they further indicated that they would like to see more diversity in the areas of nationality and ethnicity.
- 11.17** Respondents were asked about the kinds of technology they found useful in supporting a technology dispute resolution procedure. Technologies such as communications platforms for conducting virtual/online hearings (e.g. Zoom, Microsoft Teams), e-discovery/due diligence, e-filing platforms and cloud-based storage systems were found by the majority of respondents to be 'extremely useful' or 'useful'. A smaller number found dedicated online dispute resolution platforms with video, audio, text and facilities such as case management, document uploading and storage, and generative artificial intelligence (e.g. ChatGPT) (**"Generative AI"**) to be 'extremely useful' or 'useful'.
- 11.18** For the first time in the SIDRA Survey, respondents were asked about using Generative AI. Those who used Generative AI were further asked about the kind of Generative AI tools they used. A majority used AI-powered legal research tools and AI-drafting and document generation (e.g. ChatGPT). A smaller number used AI contract drafting analysis tools. For those who have not used Generative AI, they had reservations such as a lack of trust in the AI-generated inputs, cost, and concerns over data privacy and security.
- 11.19** When choosing to use a predominantly virtual platform for their technology disputes, respondents generally chose it when the costs are lower, dispute value is low, issues have high complexity or when there are travel restrictions – the latter could include situations such as the COVID-19 pandemic or civil unrest.

²⁶⁰ DIFC Courts, 'World's first international Digital Economy Court unveils new specialised Rules and global judicial expertise', available at <https://www.difccourts.ae/media-centre/newsroom/worlds-first-international-digital-economy-court-unveils-new-specialised-rules-and-global-judicial-expertise>.

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