State Practice of Asian Countries in International Law

Singapore

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AIR LAW – TREATY – CONVENTION ON INTERNATIONAL CIVIL AVIATION (CHICAGO CONVENTION)

Singapore amended the Air Navigation Act to align its implementing legislation with changes to Annex 6 of the Convention on International Civil Aviation (Chicago Convention) on the use of flight recorder and similar information on 4 November 2019. These changes took effect on 21 December 2019.

The Annex 6 changes require the Contracting States to provide for the protection of flight recorder information from disclosure, having regard to the effect disclosure may have on current or future collection and availability of air safety information. The Air Navigation Act was accordingly amended to empower the competent authority to make regulations that delineate permissible and impermissible uses of such information and curtail their admissibility as evidence in court (Section 3A). Criminal penalties for disclosure have also been increased (Section 4).

ARBITRATION – LEGISLATION – ARBITRATIONS RELATING TO INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property (Dispute Resolution) Act 2019 took effect partially on 21 November 2019, introducing the new Part IIA to the International Arbitration Act (and Part IXA to the Arbitration Act) which provides for the arbitration of IP-related disputes. This includes a dispute over *inter alia* enforceability, infringement, subsistence, validity, and ownership of a non-exhaustive list of intellectual property rights including patents, trademarks, geographical

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indications, registered designs, and copyright. Notably, the resulting awards will only be enforceable *in personam* and not *in rem*. Provisions of the Act relating to the consolidation of civil IP disputes in the Singapore High Court (presently heard in the High Court, State Courts, or by the Intellectual Property Office of Singapore) have not come into force.

ARBITRATION – SIGNIFICANCE OF THE SEAT OF AN ARBITRATION – INVESTMENT TREATY ARBITRATION

The Court of Appeal in *ST Group Co., Ltd. and ors v Sanum Investments Limited and anor* [2019] SGCA 65 reiterated the significance of the seat of arbitration. It held that once an arbitration was wrongly seated, in the absence of a waiver, any ensuing award should not be recognized and enforced by other jurisdictions because such award had not been obtained in accordance with the parties' arbitration agreement. The fact that the correct seat and erroneously chosen seat may both be UNCITRAL Model Law on International Commercial Arbitration (Model Law) jurisdictions does not diminish the effect of this mistake, as Model Law jurisdictions may each choose to augment or reduce the grounds for setting-aside in their jurisdiction and approach arbitration-related applications in different ways.

A party seeking to resist enforcement of such ensuing award also need not prove actual prejudice arising from the erroneous seat, as it suffices that a different supervisory court would have been available to the parties had the arbitration been correctly seated.

ARBITRATION – COURT'S POWER TO LIFT A CASE MANAGEMENT STAY – INTERNATIONAL COMMERCIAL ARBITRATION & LITIGATION

In *Rex International Holding Ltd and anor v Gulf Hibiscus Ltd* [2019] SGCA 56, the appellants were previously granted a stay of court proceedings on the basis of a dispute resolution clause in a shareholders' agreement providing for arbitration between the appellants' subsidiary and the respondent, which the appellants were not a party to and unable to invoke on their own. The foregoing notwithstanding, the court granted parties the liberty to apply for a lift of the stay if the dispute resolution clause was not triggered and arbitration not commenced within a certain time. The respondent's application to lift the stay was upheld on appeal.

The Court of Appeal held that the stay should not have been granted in the first place. The respondent had no intention to commence an arbitration against the appellants' subsidiary and had instead sued the appellant pursuant to its right to choose its cause of action and sue the party it wished to sue in whichever forum it wished. The Judge below had not considered whether the court proceedings depended on the resolution of issues that might arise in the putative arbitration, beyond noting the overlap between factual issues of the putative arbitration and those in the court proceedings. Thus, the putative arbitration was in fact a largely illusory one.

ARBITRATION – GOVERNING LAW AND SEAT OF ARBITRATION AGREEMENT – INTERNATIONAL COMMERCIAL ARBITRATION

In *BNA v BNB and anor* [2019] SGCA 84, the Court of Appeal applied the three-stage framework set out by the High Court in *BCY v BCZ* [2017] 3 SLR 357 (which mirrors the framework in *Sulámerica Cia Nacional de Seguros SA and others v Enesa Engenharia SA and others* [2013] 1 WLR 102), to determine the governing law of the arbitration agreement. The Court considered the question of whether there were any contrary indicia to displace the starting point that the law of the arbitration agreement would be the proper law of the underlying contract.

One of the factors considered was the seat of the arbitration. The Court held that the phrase “arbitration in Shanghai” was a reference to Shanghai as the seat, and not merely the venue, of the arbitration. The seat of arbitration was “essential” to arbitration law, in (among other things) identifying the State or territory whose laws will govern the arbitral process, and also fixing the jurisdiction in which the arbitral award is considered to have been “made” for the purposes of recognition and enforcement under the New York Convention. By contrast, the venue is far less important and it is uncommonly provided for specifically in arbitration agreements. Thus, where parties only specify one geographical location in their arbitration agreement, that is naturally construed as their choice of the arbitral seat.

The respondent was also precluded from relying on evidence of parties' pre-contractual negotiations in support of its position that the parties had desired a neutral seat that was not in Shanghai. That the evidence was not placed before the tribunal, and only before the Court in its *de novo* jurisdictional review, made “all the difference”, and the proceedings were therefore not “proceedings before an arbitrator” excluded by the Evidence Act. The Court was bound by the parole evidence rule and its exceptions in the Evidence Act.

Finally, the Court did not consider the purported invalidating effect of PRC law on an arbitration agreement with a non-PRC seat to be relevant, or indicative that the parties must have intended for Shanghai as the seat such that there would be nothing displacing PRC law as the proper law of the arbitration agreement. To succeed in such an argument, the respondent should have adduced evidence showing that the parties were sensitive to the interplay between PRC law and selecting SIAC as the administering institution.

ARBITRATION – STRICT TIME LIMIT FOR SETTING-ASIDE APPLICATIONS – INTERNATIONAL COMMERCIAL ARBITRATION

The defendant's application to strike out the plaintiff's setting-aside application on the ground that it was out of time under Article 34(3) of the Model Law succeeded in *BXS v BXT* [2019] SGHC(1) 10. Anselmo Reyes IJ of the Singapore International Commercial Court (SICC), in the first arbitration-related judgment of the SICC since the extension of its jurisdiction to arbitration-related proceedings, held that the time limit of three months under Art 34(3) was a mandatory one, and not a "written law relating to limitation" which the Court had the power to extend under paragraph 7 of the First Schedule to the Supreme Court of Judicature Act. Furthermore, curial intervention is curtailed by Article 5 of the Model Law such that the court should not intervene with the time limit for setting aside through the invocation of a power extraneous to the Model Law. Therefore, once the strict time limit under Art 34(3) had expired, an arbitral party's right to apply to set aside the award is extinguished and cannot be revived.

ARBITRATION – ASSIGNMENT OF THE RIGHT TO ARBITRATION – INTERNATIONAL COMMERCIAL ARBITRATION

In *BXH v BXI* [2019] SGHC 141, the plaintiff entered into a Distributor Agreement containing an arbitration agreement with the defendant's Parent Company, which the latter later novated to the defendant under an assignment and novation agreement. The defendant subsequently commenced arbitration against the plaintiff, who objected to the tribunal's jurisdiction and did not participate. The plaintiff then sought to set aside the resulting arbitral award on grounds that (among others) the defendant had no right to arbitrate in respect of the majority of the debt owed to it as the relevant invoices had been assigned or novated to third parties.

The Court held that once the debts had been assigned to the third party, the defendant had no right to arbitrate disputes in relation to those debts, as the assignment would have extinguished its legal cause of action and the defendant thereafter had no right to sue in its own name. The right to arbitrate a dispute in relation to a contractual right that had been assigned could not vest simultaneously in both the assignor and assignee; it would vest exclusively in the assignee.

However, the defendant was entitled to commence arbitration in October 2015 in respect of debts repurchased only later in December 2015, as the cause of action for the plaintiff's failure to pay those debts had already accrued by October 2015. The arbitration would only have been a nullity if the defendant was found not to have been the true owner of the debts as at October 2015, as then the defendant would not have any valid cause of action.

ARBITRATION – NON-PARTICIPANT'S CHALLENGE OF THE TRIBUNAL'S JURISDICTION AT SETTING-ASIDE STAGE – INTERNATIONAL COMMERCIAL ARBITRATION

The Court of Appeal in *Rakna Arakshaka Lanka Ltd v Avant Garde Maritime Services (Private) Limited* [2019] SGCA 33 overturned the lower court's decision to find that a respondent is not precluded from applying to set aside the arbitral award under Article 34 of the Model Law for the tribunal's excess of jurisdiction, even if it had not earlier challenged the tribunal's jurisdiction under Article 16(3) of the Model Law read with Section 10(3) of the International Arbitration Act. The Court held that the preclusive effect of Art 16(3) does not extend to a justifiably non-participating respondent who has not contributed to any wastage of costs or the incurring of any additional costs that may have been prevented by a timely application under Art 16(3). To do otherwise would put an "innocent" respondent to the additional cost of resisting enforcement in potentially many jurisdictions without any opportunity to set aside the award.

DISPUTE – SETTLEMENT – TREATY – UNITED NATIONS CONVENTION ON INTERNATIONAL SETTLEMENT AGREEMENTS RESULTING FROM MEDIATION

The United Nations Convention on International Settlement Agreements Resulting from Mediation (the Singapore Convention on Mediation) was opened for signature by all States on 7 August 2019. Singapore was one of 46

States that signed the Convention on 7 August 2019 – a group that includes some of the world's and region's largest economies, such as the United States, China, India, and South Korea. Another 24 States had attended the Signing Ceremony and Conference in Singapore to give their support to the Convention. The Convention will require three ratifications to come into force and came into force on 12 September 2020.

On the same day, Singapore and the United Nations also signed a Memorandum of Understanding to organize an UNCITRAL Academy in Singapore. Among other things, the Academy will organize future installments of the Singapore Convention Conference.

Playing a similar role as the New York Convention does for arbitration, the Convention is the first multilateral treaty to provide for the cross-border enforcement of international mediated settlement agreements, and will give businesses greater certainty that their international mediated settlement agreements can be relied upon in cross-border commercial dispute resolution. Singapore's role in the negotiations, drafting of the treaty, and as the host of the treaty signing serves to consolidate its position as a leading international dispute resolution center.

HUMAN RIGHTS – TREATY – UNITED NATIONS CONVENTION ON THE ELIMINATION OF DISCRIMINATION AGAINST WOMEN

On 16 November 2019, Singapore submitted follow-up information to the United Nations Committee on the Elimination of Discrimination against Women on its Concluding Observations on Singapore's Fifth Periodic Report on the United Nations Convention on the Elimination of All Forms of Discrimination against Women (CEDAW) dated 21 November 2017.

In its submission, Singapore reiterated its full commitment to building an environment with equal opportunities for women and men to contribute to society and exercise fundamental freedoms, through a practical and outcomes-based approach that suits Singapore's national circumstances and aspirations. In response to the Committee's recommendations involving Article 4 of CEDAW, Singapore stressed ongoing efforts to support all manner of participation in public and political life and the economy, including policies on shared parental responsibility, flexible work arrangements, employment facilitation, and in January 2019, the formation of a Council for Board Diversity.

HUMAN RIGHTS – TREATY – UNITED NATIONS CONVENTION ON THE RIGHTS OF THE CHILD

On 28 June 2019, the United Nations Committee on the Rights of the Child adopted its Concluding Observations on the combined Fourth and Fifth Periodic Report of Singapore.

The Committee welcomed Singapore's accession to the UN treaties on racial discrimination (CERD, in 2017) and persons with disabilities (CRPD, in 2013), along with its domestic implementation of the Convention on the Rights of the Child (CRC) through a range of legislative, institutional and policy measures. These included, among others, the Prevention of Human Trafficking Act 2014, the Protection from Harassment Act, and the third Enabling Masterplan (2017–2021). It also made specific recommendations on various matters, such as Singapore's CRC reservations, the definition of a "child", corporal punishment, and the administration of juvenile justice.

INTERNATIONAL ECONOMIC LAW – TREATY – FREE TRADE AGREEMENT – ASEAN AND HONG KONG, CHINA

The ASEAN-Hong Kong, China Free Trade Agreement (AHKFTA), which was signed on 12 November 2017, came into force on 11 June 2019 for Singapore, Hong Kong, and four other ASEAN Member States (Laos, Myanmar, Thailand, and Vietnam). This marks ASEAN's sixth FTA with external partners.

The AHKFTA contains 14 chapters, covering various areas of trade liberalization and facilitation such as Trade in Goods (Chapter 2), Rules of Origin (Chapter 3), Customs Procedures and Trade Facilitation (Chapter 4), Sanitary and Phytosanitary Measures (Chapter 5), Standards, Technical Regulations and Conformity Assessment Procedures (Chapter 6), Trade Remedies (Chapter 7), Trade in Services (Chapter 8), Economic and Technical Co-operation (Chapter 9), and Intellectual Property (Chapter 10). Consultations and Dispute Settlement are addressed in Chapter 13. Under the AHKFTA, Singapore grants tariff-free access and binds its customs duties at zero, as does Hong Kong, China.

An investment chapter is separately addressed through the ASEAN-Hong Kong, China Investment Agreement (AHKIA), which came into force on 17 June 2019 for the same six Parties, and Malaysia on 13 October 2019. The Agreement envisages separate and differential treatment for newer ASEAN Member States (Article 18), and establishes a Work Programme for the AHKFTA

Joint Committee to examine matters such as the definition of “natural person of a Party” and Investor-State Dispute Settlement (Article 22).

**INTERNATIONAL ECONOMIC LAW – TREATY – FREE TRADE
AGREEMENT – SINGAPORE AND THE EUROPEAN UNION**

The EU-Singapore Free Trade Agreement (EUSFTA) and EU-Singapore Investment Protection Agreement (EUSIPA) were signed on 19 October 2018. The EUSFTA has since entered into force, following approval by the European Parliament in February 2019, and the Council of the EU on 8 November 2019. This was a significant move for bilateral trade relations, with the EU being Singapore’s largest services trading partner and third-largest goods trading partner, and Singapore being the EU’s largest services and goods trading partner in ASEAN.

The European Parliament has also consented to the conclusion of the EUSIPA on 13 February 2019. The accompanying non-legislative resolution welcomed the improved coherence the IPA is likely to bring, replacing existing bilateral investment treaties for 13 EU Member States while creating new rights for investor claims in the remaining 15. Before coming into force, the EUSIPA will need to be ratified by the regional and national parliaments of EU Member States – a process likely to take at least two years.

**INTERNATIONAL ECONOMIC LAW – TREATY – FREE TRADE
AGREEMENT UPGRADE PROTOCOL – SINGAPORE AND THE
PEOPLE’S REPUBLIC OF CHINA**

The China-Singapore Free Trade Agreement (CSFTA) Upgrade Protocol was signed on 12 November 2018. It was ratified on 15 October 2019. The upgraded CSFTA took effect from 16 October 2019, except for the articles on Rules of Origin, which took effect from 1 January 2020. The 1985 China-Singapore BIT was also terminated on 16 October 2019.

**INTERNATIONAL ECONOMIC LAW – TREATY – MULTILATERAL
CONVENTION TO IMPLEMENT TAX TREATY RELATED MEASURES
TO PREVENT BASE EROSION AND PROFIT SHIFTING**

The Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting (BEPS Multilateral Instrument) came into force for Singapore on 1 April 2019. Its key benefits include minimum standards for preventing treaty abuse such as the adoption of the Principal Purpose Test, minimum standards for enhancing dispute resolution with assistance from the Inland Revenue Authority of Singapore, and mandatory binding arbitration provisions to provide certainty and specified timeframes for parties in treaty-related disputes.

**INTERNATIONAL ECONOMIC LAW – TREATY – AVOIDANCE OF
DOUBLE TAXATION – VARIOUS STATES**

Singapore signed four new Avoidance of Double Taxation Agreements (DTAs) in 2019, with Korea (signed 13 May 2019), The Hellenic Republic (30 May 2019), Armenia (8 July 2019), and Turkmenistan (28 August 2019).

The Korea DTA also entered into force on 31 December 2019 and supersedes the earlier Singapore-Korea DTA from 1979. Among other changes, the new DTA lowers the withholding tax rate for royalties, and expands the scope of the capital gains tax exemption.

In addition, Singapore signed Amending Protocols to its DTA with Ukraine on 16 August 2019, and its DTA with Germany on 10 December 2019. The amendment to the Singapore-Ukraine DTA sought to bring the Exchange of Information Article in line with internationally agreed standards on information exchange on request. The Singapore-Germany DTA amendments are more expansive and include among others the lowering of withholding tax rates for dividends, interest, and royalties, and incorporation of internationally agreed minimum standards to counter treaty abuse.

Two DTAs signed before 2019 have also come into force: the Singapore-Ghana DTA entered into force on 12 April 2019 and the Singapore-Tunisia DTA entered into force on 17 December 2019.

INTERNATIONAL ECONOMIC LAW – TREATY – BILATERAL INVESTMENT TREATY – SINGAPORE AND MYANMAR

Singapore and Myanmar signed the Singapore-Myanmar Bilateral Investment Treaty on 24 September 2019. This deepens existing economic relations between the two States, building upon the bilateral Double Taxation Treaty concluded in 1999, and other regional arrangements such as the ASEAN Comprehensive Investment Agreement. The move has particular significance as Singapore is Myanmar's largest foreign investor, with a cumulative investment of USD 22.1 billion (approximately SGD 30.5 billion, or 27% of the total permitted foreign investment in Myanmar) made as of August 2019.

The Treaty covers a wide range of investments and investors (Articles 1–2) and features several core BIT protections including the customary minimum standard of treatment (Article 3), national and most-favored-nation treatment (Articles 4–5), direct and indirect expropriation (Article 6, read with Annex II), compensation for losses owing to civil disturbance and similar situations (Article 7), free transfer of funds (Article 8, but subject to the balance of payments safeguards in Article 9), and subrogation (Article 10). Annex I subjects the national treatment standard to a negative list, excluding its application to certain transactions involving water or real estate in Singapore, and land in Myanmar.

Arbitration remains the envisaged mode of Investor-State Dispute Settlement (Articles 11–19), except for investors or investments in respect of tobacco or tobacco-related products. The Final Provisions (Chapter IV) contain a number of important provisions common to recent treaties, including a Denial of Benefits clause (Article 26), Transparency and Information Requirements (Articles 27–28), General and Security Exceptions (Articles 29–30), and modified treaty application for taxation measures (Article 31).

After the treaty is ratified and enters into force, it will remain in force for 10 years and continue in force unless terminated by either party (Article 32).

INTERNATIONAL ECONOMIC LAW – TREATY – FREE TRADE AGREEMENT – SINGAPORE AND EURASIAN ECONOMIC UNION

On 1 October 2019, Singapore signed three of seven envisaged agreements with the Eurasian Economic Union (EAEU) for the EAEU-Singapore Free Trade Agreement (EAEUSFTA). This is the EAEU's first comprehensive FTA since its establishment in 2015. The three Agreements include a Framework Agreement,

the Non-Services and Investment Agreement, and a Services and Investment (S&I) Agreement with Armenia. S&I policies remain within the jurisdictional competence of EAEU member States and are to be signed at the State-to-State level. Negotiations over S&I agreements with the remaining four EAEU member States – Belarus, Kazakhstan, Kyrgyzstan, and Russia – are ongoing.

The Non-Services and Investment Agreement includes key FTA chapters, including Trade in Goods (including Market Access, Trade Remedies, Rules of Origin, Customs Cooperation and Trade Facilitation, Technical Barriers to Trade, and Sanitary and Phytosanitary Measures), Competition, Customs Cooperation, E-Commerce, Environment, Government Procurement, and Intellectual Property. Upon entry into force, tariff reduction or elimination is expected for 90% of current exports to the EAEU, with further reductions being made over a 10 year period to 97%.

The Armenia-Singapore Agreement on Trade in Services and Investment contains dedicated chapters on cross-border services trade and investment, along with chapters on transparency, dispute settlement (with annexes specifying applicable arbitration rules and a code of conduct for arbitrators), and general provisions.

The EAEUSFTA is expected to enhance Singapore's trade with the EAEU, which came close to SGD 9 billion in 2018 (for trade in goods). It will build on existing bilateral agreements like DTAs (in force for Belarus, Kazakhstan, and Russia, and signed with Armenia) and BITs (in force for Belarus and Russia).

INTERNATIONAL ECONOMIC LAW – TREATY – FREE TRADE AGREEMENT UPGRADE PROTOCOL – SINGAPORE AND NEW ZEALAND

On 17 May 2019, Singapore and New Zealand signed the upgraded Agreement between New Zealand and Singapore on a Closer Economic Partnership (ANZSCEP). The upgraded ANZSCEP seeks to modernize and enhance the ANZSCEP – which had entered into force nearly two decades earlier on 1 January 2001 – and achieve greater convergence with other FTAs to which both Singapore and New Zealand are a party, such as the ASEAN Australia New Zealand FTA. The upgrade comprises a Protocol amending the original ANZSCEP, a Mutual Recognition Agreement on Conformity Assessment, and two non-binding side letters. It came into force on 1 January 2020.

The upgraded ANZSCEP contains some of the most flexible and trade facilitative Rules of Origin (Chapter 3) among Singapore's network of FTAs.

Businesses from sectors such as electronics, pharmaceuticals, chemicals, and processed food can now qualify more readily for preferential tariff treatment, through mechanisms such as self-certification (Article 3.18). Another notable change is in Customs Procedures and Trade Facilitation (Chapter 4), with 7 in 10 of the Chapter's articles being more facilitative than corresponding provisions in the WTO's Trade Facilitation Agreement. The Agreement also features some of the shortest release times among Singapore's FTAs, with goods to be released within 24 hours on arrival, and express consignments within 4 hours (Articles 4.7 and 4.8).

Other existing chapters have also undergone amendment, including those on Trade in Goods (Chapter 2), Sanitary and Phytosanitary Measures (Chapter 5), Technical Barriers to Trade (Chapter 6, along with new Mutual Recognition Agreements), Investment (Chapter 7), Services (Chapter 8), and Competition (Chapter 11, and which now expressly includes Consumer Protection). Several of these amendments drew inspiration from developments seen in other FTAs, such as the Trans-Pacific Strategic Economic Partnership and the Comprehensive and Progressive Agreement for Trans-Pacific Partnership. Two new chapters addressing E-Commerce (Chapter 9) and Regulatory Cooperation (Chapter 13) have also been added, with further negotiation expected on topics such as Logistics and E-Invoicing.

INTERNATIONAL LABOUR ORGANISATION – TREATY – INTERNATIONAL LABOUR ORGANISATION OCCUPATIONAL SAFETY AND HEALTH CONVENTION

On 11 June 2019, Singapore ratified the International Labour Organisation's Occupational Safety and Health Convention, 1981 (No. 155). It will come into force twelve months after. This follows Singapore's earlier ratification of the Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187) on 11 June 2012 and marks its 28th ratified international labor convention.

JURISDICTION – LEGISLATION – RECIPROCAL ENFORCEMENT OF FOREIGN JUDGMENTS

Singapore's statutory regime for the reciprocal enforcement of foreign judgments was previously bifurcated through two key Acts – the Reciprocal

Enforcement of Commonwealth Judgments Act (RECJA) for various Commonwealth countries, and the Reciprocal Enforcement of Foreign Judgments Act (REFJA). Singapore has moved to streamline and consolidate this regime under a single framework – REFJA – through two amendment Acts: (i) the Reciprocal Enforcement of Foreign Judgments (Amendment) Act 2019 (which amends REFJA and came into force on 3 October 2019), and (ii) the Reciprocal Enforcement of Commonwealth Judgments (Repeal) Act 2019 (which repeals RECJA and makes consequential amendments to REFJA, though not yet in force).

This forms part of a broader reform initiative to increase the scope of judgments eligible for recognition and enforcement (both foreign judgments locally and local judgments abroad), and facilitate Singapore's entry into new reciprocal enforcement arrangements. The amendments include substantive changes that (among other things) broaden the range of judgments capable of recognition and enforcement, to include certain non-money judgments, lower court judgments, interlocutory judgments, consent judgments, and compensation orders or judgments made in criminal proceedings. At the same time, the amendments make clear that recognition and enforcement under REFJA will be founded on substantial reciprocity of treatment.

LAW OF THE SEA – TREATY – INTERNATIONAL MARITIME ORGANISATION PROTOCOL TO AMEND THE CONVENTION ON LIMITATION OF LIABILITY FOR MARITIME CLAIMS

On 30 September 2019, Singapore acceded to the International Maritime Organisation Protocol of 1996 to Amend the Convention on Limitation of Liability for Maritime Claims (LLMC Protocol), denouncing on the same day the original 1976 LLMC. The Protocol entered into force for Singapore on 29 December 2019, while the effective date of denunciation for the 1976 LLMC was 1 October 2020. On the domestic plane, these changes were reflected in amendments to the Schedule of the Merchant Shipping Act on 29 December 2019.

The 1996 Protocol raises the liability limits of shipowners for covered maritime claims (Article 3) and introduces a tacit amendment procedure for future limit adjustments (Article 8). Further amendments have already been made on 19 April 2012 (IMO Resolution LEG.5(99)), which increased liability limits by about 51% across all Article 3 claims. As a maritime hub, Singapore's accession will ensure that its liability limitation regime remains compatible with the times and comparable to those of other Parties to the Protocol.