

Rule 14 - International Arbitration

“Privileges and conditions applicable to foreign law practice licence

14.—(1) A licensed foreign law practice may practise Singapore law in relation to a relevant agreement through a solicitor who is so permitted under paragraph (2).

(2) A solicitor may practise Singapore law in relation to a relevant agreement in a licensed foreign law practice if he —

(a) is registered under section 130N of the Act to practise Singapore law in the licensed foreign law practice; and

(b) has in force a practising certificate.

(3) Paragraphs (1) and (2) shall only apply to the practice of Singapore law which is necessitated by reason that it is proposed, under the relevant agreement, that Singapore will be the place of the arbitration or that Singapore law will apply.

(4) Paragraphs (1) and (2) shall only apply —

(a) in a case where it is proposed that Singapore will be the place of the arbitration under the relevant agreement and the arbitration is international within the meaning of section 5(2) of the International Arbitration Act (Cap. 143A); or

(b) in a case where it is proposed that Singapore law will apply under the relevant agreement and any one or more of the following circumstances exist:

(i) every party to the relevant agreement is incorporated, resident or has its place of business outside Singapore;

(ii) the subject-matter of the relevant agreement —

(A) is most closely connected to a place located outside Singapore; or

(B) has no physical connection to Singapore;

(iii) the obligations under the relevant agreement are to be performed entirely outside Singapore.

(5) In this rule —

“arbitration agreement” has the same meaning as in section 2 of the International Arbitration Act;

“place of the arbitration” means the juridical seat of the arbitration;

“practise Singapore law”, in relation to a relevant agreement, means rendering a legal opinion on Singapore law, or drafting any document, necessary to conclude the relevant agreement;

“relevant agreement” means an arbitration agreement, or an agreement containing or incorporating an arbitration agreement.

(6) The privileges conferred by paragraphs (1) and (2) —

(a) shall apply in addition to anything permitted under section 35 of the Act; but

(b) shall not include any privilege to practise Singapore law in any area of legal practice that is excluded from the ambit of the definition of “permitted areas of legal practice” by rule 3.”