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商事  
调解

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# 上海商事调解“和”计划海外版

Shanghai Commercial Mediation "HE" Program —  
International Edition

上海市司法局  
Shanghai Municipal Bureau of Justice

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## 上海商事调解“和”计划海外版

在跨境交易风险管理中，采用“商事调解+仲裁”的争议解决方式，既能发挥商事调解灵活高效、成本较低、保密性好、维护合作关系及调解协议可在《新加坡调解公约》22个缔约国执行的优势，又可获得仲裁程序中立、一裁终局、仲裁裁决可依据《纽约公约》在172个缔约国执行的益处，相较于单一调解、仲裁或诉讼，是一种成本更优、体验更佳、保障更强的综合解决方案。

鉴此，诚邀广大出海企业、商会和行业协会、律师事务所等加入上海商事调解“和”计划海外版，在商事活动中全面推广和采用“商事调解+仲裁”（MEDIATION-ARBITRATION，以下简称MA）示范条款，助力营造稳定透明、互利共赢的国际营商环境。

**“商事调解+仲裁”（MA）示范条款：**凡因本合同引起的或与本合同有关的任何争议，各方均同意先提交【调解组织名称】进行为期【30/45/60】日的调解。调解成功且需在《新加坡调解公约》缔约国执行的，可要求调解组织出具相关证明材料；需在非《新加坡调解公约》缔约国执行的，应申请【仲裁机构名称】依其仲裁规则作出仲裁裁决书。调解不成的，当事人应提交【仲裁机构名称】进行仲裁，仲裁地为【中国上海/...】。

凡扫描下方二维码提交申请书加入“和”计划海外版，且在上述示范条款中选择本市商事调解组织和仲裁机构的出海企业，在申请跨境争议调解时，可适用相关商事调解组织和仲裁机构“调仲对接”案件收费标准，享受阶梯化、差异化的费用优惠。我们将全力为出海企业提供灵活、经济、便捷、高效、友好的跨境商事争议解决服务。

### 申请书（出海企业）

我司认同，相较于单一调解、仲裁或诉讼，“商事调解+仲裁”是跨境商事争议解决的优选路径。

鉴此，现谨代表我司及下属公司，申请加入商事调解“和”计划（海外版），并作郑重声明：本司（及下属公司）在今后谈判商业合同时，愿与相对方协商将“商事调解+仲裁”争议解决条款写入商业合同。本司同意将本司及下属公司名称，列入商事调解“和”计划（海外版）申请者公开名单，以示本司友好解决商业争议的诚意。

签署人员（签名）

签署单位（印章）

签署日期



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## 涉外商事争议中，为什么优先选择商事调解+仲裁(MA)条款？

商事调解+仲裁(MA)条款实现效率、成本与执行力的综合更优

单独调解	商事调解+仲裁(MA)条款 ★推荐	单独仲裁
<ul style="list-style-type: none"> <li>✔ 启动快</li> <li>✔ 成本低</li> <li>✔ 有利于维护合作关系</li> </ul>	<ul style="list-style-type: none"> <li>✔ 先调解，后仲裁</li> <li>✔ 兼顾效率与关系修复</li> <li>✔ 调不成可无缝转仲裁</li> <li>✔ 可形成更强执行保障</li> <li>✔ 综合成本更优</li> <li>✔ 跨境争议适配性更强</li> </ul>	<ul style="list-style-type: none"> <li>✔ 裁决终局</li> <li>✔ 执行力强</li> <li>✔ 程序规范</li> </ul>
<ul style="list-style-type: none"> <li>✘ 缺点：执行力较弱</li> <li>✘ 缺点：调不成需另起程序</li> </ul>		<ul style="list-style-type: none"> <li>✘ 缺点：成本较高</li> <li>✘ 缺点：周期相对更长</li> <li>✘ 缺点：对抗性较强</li> </ul>

### 实践做法

- 目前，上海东方国际商事调解院与上海仲裁委员会、上海贸促国际商事调解中心与上海国际经济贸易仲裁委员会等已建立成熟的商事调解+仲裁(MA)条款对接机制。
- 🕒 程序效率：最快7天结案。
- 💰 成本优势：最高节省80%仲裁费。

### 优势对比(商事调解+仲裁(MA)条款)

- 🕒 更省时
- 💰 更省成本
- 🛡️ 更易执行



商事调解+仲裁(MA)条款=先以调解降低成本、保留合作关系;必要时再以仲裁提供跨境执行保障，是涉外商事争议的综合更优解。

## 上海商事调解“和”计划海外版·出海企业申请与服务指南

### 一键申请、海外支持。

出海企业可通过专属二维码提交申请。我们将联动上海律师事务所境外分支机构、仲裁机构海外网点、商事调解组织海外服务站点，上海金融业联合会及金融机构海外网点、市贸促会海外服务网点、海外侨团和中国商会等属地化资源，构建完善的上海法律服务海外网络，为企业提供定向政策宣导、MA示范条款嵌入辅导、在《新加坡调解公约》22个缔约国（斐济、卡塔尔、新加坡、沙特阿拉伯、白俄罗斯、厄瓜多尔、洪都拉斯、土耳其、格鲁吉亚、哈萨克斯坦、乌拉圭、日本、尼日利亚、斯里兰卡、以色列、巴林、巴拉圭、哥斯达黎加、巴西，以及吉尔吉斯斯坦2026年6月1日、阿曼2026年9月10日、哥伦比亚2026年9月12日生效，截至2026年5月25日数据）申请直接执行国际商事调解协议的支持。

### 报名参与、培训赋能。

出海企业可通过上海市企业走出去综合服务平台、上海国际法律服务枢纽平台等报名参加线上线下宣讲培训、跨境对接交流活动，免费领取中英双语示范文本、实务操作指引与典型案例材料，提升对MA示范条款的知晓度、认可度与实际使用率，增强跨境争议预防与应对能力。

### 优享激励、协同服务。

出海企业在商业合同中嵌入并适用MA示范条款，可申请纳入优秀合作伙伴名录，优先享受专项培训、案例展示、品牌宣传等服务。相关商事调解组织与仲裁机构优化“调仲对接”的流程机制和服务水平，构建全流程、一站式、高效便捷的跨境争议解决服务体系，让企业省心、省时、省力开拓海外市场。



## Shanghai Commercial Mediation "HE" Program — International Edition

In the management of cross-border transaction risks, adopting a dispute resolution approach that combines "commercial mediation + arbitration" enables parties to leverage the advantages of commercial mediation — including flexibility, efficiency, lower costs, confidentiality, preservation of business relationships, and direct enforceability in 22 Contracting States to the Singapore Convention on Mediation — while also benefiting from the neutrality of arbitral proceedings, finality of awards, and enforceability in 172 Contracting States under the New York Convention. Compared to standalone mediation, arbitration or litigation, this integrated solution offers superior cost-effectiveness, a better experience, and stronger enforcement guarantees.

In light of the foregoing, we cordially invite enterprises venturing overseas, chambers of commerce and industry associations, and law firms to join the Shanghai Commercial Mediation "HE" Program — International Edition, and to broadly promote and adopt the "Commercial Mediation + Arbitration" (MA) Model Clause in commercial activities, thereby contributing to the establishment of a stable, transparent, and mutually beneficial international business environment.

**"Commercial Mediation + Arbitration" (MA) Model Clause:** Any dispute arising out of or in connection with this contract shall first be submitted to **[Name of Mediation Organization]** for mediation for a period of **[30/45/60]** days. If the mediation is successful and enforcement is sought in a contracting state to the Singapore Convention on Mediation, the parties may request the mediation organization to issue the relevant certification documents; if enforcement is sought in a non-contracting state to the Singapore Convention on Mediation, the parties shall apply to **[Name of Arbitration Institution]** to render an arbitral award in accordance with its arbitration rules. If mediation fails, the parties shall submit the dispute to **[Name of Arbitration Institution]** for arbitration, with the seat of arbitration being **[Shanghai, China / ...]**.

Enterprises that submit an application by scanning the QR code below to join the "HE" Program — International Edition, and that select a Shanghai commercial mediation organization and arbitration institution in the above model clause, may, when applying for cross-border commercial mediation, apply the relevant case fee standards for mediation-arbitration coordination of such commercial mediation organizations and arbitration institutions, and enjoy tiered and differentiated fee reductions. We are committed to providing enterprises expanding overseas with flexible, economical, convenient, efficient, and user-friendly cross-border commercial dispute resolution services.

### Application Form (Enterprises Expanding Overseas)

Our company acknowledges that, compared to standalone mediation, arbitration or litigation, "commercial mediation + arbitration" is the preferred pathway for resolving cross-border commercial disputes.

In light of the foregoing, we hereby apply, on behalf of our company and its subsidiaries, to join the Commercial Mediation "HE" Program (International Edition), and make the following solemn declaration: Our company (and its subsidiaries) undertake, in future negotiations of commercial contracts, to consult with counterparties on incorporating "commercial mediation + arbitration" dispute resolution clauses into commercial contracts. Our company agrees to have the names of our company and its subsidiaries included in the public list of applicants of the Commercial Mediation "HE" Program (International Edition), as a demonstration of our company's sincerity in resolving commercial disputes amicably.

Signatory (Signature): \_\_\_\_\_

Signing Entity (Seal): \_\_\_\_\_

Date of Signing: \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year

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## Why Prioritise Commercial Mediation + Arbitration (MA) Clauses in Cross-Border Commercial Disputes?

### MA Clauses Achieve a Better Balance of Efficiency, Cost & Enforceability


 **Mediation Only**

- ✓ Fast to initiate
- ✓ Low cost
- ✓ Preserves business relationships
- ✗ Drawback: Weak enforceability
- ✗ Drawback: Failed mediation requires separate proceedings

 **Commercial Mediation + Arbitration (MA) Clause**

★ **Recommended**

- ✓ Mediate first, arbitrate if needed
- ✓ Balances efficiency & relationship repair
- ✓ Seamless transition to arbitration if mediation fails
- ✓ Stronger enforcement guarantee
- ✓ Overall lower cost
- ✓ Better suited for cross-border disputes

 **Arbitration Only**

- ✓ Final & binding award
- ✓ Strong enforceability
- ✓ Structured procedures
- ✗ Drawback: Higher cost
- ✗ Drawback: Relatively longer timeline
- ✗ Drawback: More adversarial


 **Practical Implementation**

Currently, Shanghai Eastern International Commercial Mediation-Center (SICMC), Shanghai Arbitration Commission (SHAC), Shanghai International Commercial Mediation Center (SHIMC), and Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center, SHIAC) have jointly established a mature MA clause docking mechanism.

-  Procedure efficiency: Resolution as fast as 7 days
-  Cost advantage: Save up to 80% in arbitration fees

**Advantages (MA Clause)**


-  More Time-Efficient
-  More Cost-Effective
-  Easier to Enforce

 **The MA Clause - mediate first to reduce costs and preserve relationships; escalate to arbitration for cross-border enforcement when necessary — a more comprehensive and advantageous solution for resolving international commercial disputes.**

## Shanghai Commercial Mediation “HE” Program — International Edition · Application and Service Guide for Enterprises Expanding Overseas

 **One-click application with overseas support.**

Enterprises expanding overseas may submit their applications via a dedicated QR code. Leveraging localized resources including overseas branches of Shanghai law firms, overseas outlets of Shanghai arbitration institutions, overseas service stations of Shanghai commercial mediation organizations, overseas outlets of the Shanghai Financial Association and financial institutions, overseas service networks of CCPIT Shanghai, as well as overseas Chinese associations and Chinese chambers of commerce, we will build and improve Shanghai’s overseas legal services network. Services provided include targeted policy briefings and guidance, guidance on embedding MA Model Clauses, and support in applying for direct enforcement of international commercial mediation settlement agreements in the 22 Contracting States to the Singapore Convention on Mediation (Fiji, Qatar, Singapore, Saudi Arabia, Belarus, Ecuador, Honduras, Turkey, Georgia, Kazakhstan, Uruguay, Japan, Nigeria, Sri Lanka, Israel, Bahrain, Paraguay, Costa Rica, Brazil, as well as Kyrgyzstan effective 1 June 2026, Oman effective 10 September 2026, and Colombia effective 12 September 2026; data as of 25 May 2026).

 **Registration, participation, and training for empowerment.**

Enterprises expanding overseas may register for online and offline seminars, training sessions, and cross-border exchange events through the Shanghai Enterprises Going Global Comprehensive Service Platform, the Shanghai International Legal Services Hub Platform, and other channels. Participants may obtain, free of charge, bilingual (Chinese-English) model texts, practical operation guides, and typical case study materials, thereby enhancing their awareness of, confidence in, and actual use of the MA Model Clause, and strengthening their capacity to prevent and respond to cross-border disputes.

 **Priority incentives and coordinated services.**

Enterprises expanding overseas that embed and apply the MA Model Clause in their commercial contracts may apply to be included in the directory of outstanding cooperation partners and receive priority access to dedicated training, case showcasing, and brand promotion services. The relevant commercial mediation organizations and arbitration institutions will optimize the processes, mechanisms, and service standards for mediation-arbitration integration, building a comprehensive, one-stop, efficient, and convenient cross-border dispute resolution service system, so that enterprises can explore overseas markets with greater ease, efficiency, and peace of mind.