

<p>PROPOSED CHOICE OF COURT AGREEMENTS ACT (2009)</p>	<p>CONVENTION ON CHOICE OF COURT AGREEMENTS (2005)</p>	<p>PROPOSED FEDERAL IMPLEMENTING LEGISLATION OF CONVENTION (2009)</p>
<p>Section 2 Purpose “purpose of this [act] is to implement the Hague Convention of 30 June 2005 on Choice of Court Agreements in this state.”</p>	<p>“Desiring to promote international trade and investment through enhanced judicial co-operation, Believing that such co-operation can be enhanced by uniform rules on jurisdiction and on recognition and enforcement of foreign judgments in civil or commercial matters, Believing that such enhanced co-operation requires in particular an intentional legal regime that provides certainty and ensures the effectiveness of exclusive choice of court agreements between parties to commercial transactions and that governs the recognition and enforcement of judgments resulting from proceedings based on such agreements, Have resolved to conclude this Convention and have agreed upon the following provisions –“</p>	<p>§102 “Hague Convention on Choice of Court Agreements of June 30, 2005 shall be applied in courts in the United States in accordance with this Act.”</p>
<p>Section 3 Definitions §3(1)“Choice of court agreement” “means an agreement between two or more persons, concluded or documented in a record, which designates the court or courts of one or more member countries for the purposes of deciding disputes that have arisen or may arise in connection with a</p>	<p>Article 3(a) – “means an agreement concluded by two or more parties that meets the requirements of paragraph c) [formal req’ts] and designates, for the purpose of deciding disputes which have arisen or may arise in connection with a particular legal relationship, the courts of one Contracting State or one or more specific courts of one Contracting State</p>	<p>§103(a) SAME “Choice of court agreement” means an agreement between two or more parties, concluded or documented in a record, that designates a court or courts of one or more Contracting States for the purpose of deciding disputes that have arisen or may arise in connection with a particular legal relationship.</p>

particular legal relationship.”	to the exclusion of the jurisdiction of any other courts.”	
§3(2) “chosen court” “means the court or courts within a member country designated in an exclusive choice of court agreement”		103(b) “Chosen court” means the court or courts within a Contracting State designated in an exclusive choice of court agreement, as well as the court to which a case was transferred in accordance with section 201(c)(2) of this Act.
§3(3) “Convention” “means the Hague Convention of 30 June 2005 on Choice of Court Agreements.”		103(d) “Convention” means the Convention on Choice of Court Agreements done at The Hague June 30, 2005.
§3(4) “country of origin” “means the member country in which the court of origin is located”		
§3(5) “court of origin” “means the court that granted the judgment”		103(g) “Court of origin” means the court that issued the judgment.
§3(6) “exclusive choice of court agreement” “means a choice of court agreement that designates the courts of only one member country or one or more specific courts of only one member country, unless the parties expressly provide that the choice of court agreement is not exclusive.”	Art 3(a) – see above	103(h) “Exclusive choice of court agreement” means a choice of court agreement that designates the courts of one Contracting State or one or more specific courts of one Contracting State, to the exclusion of the jurisdiction of any other courts.
§3(7) “International Case” “(A) for the purposes of application of the provisions of this [act] relating to enforcement of a choice of court agreement, means any case other than a case in which: (I) all	Art 1(2) and (3) For the purposes of Chapter II, a case is international unless the parties are resident in the same Contracting State and the relationship of the parties	103 (i) “International case” means: For purposes of chapter 2 of this Act, any case unless the parties reside [exclusively] in the same Contracting State, and

<p>the parties are exclusively residents of the same member country; and (ii) the relationship of the parties and of all other elements relevant to the dispute regardless of the location of the chosen court, are only with that country; or (B) for the purposes of application of the provisions of this [act] relating to recognition and enforcement of a judgment, means any case in which the judgment was rendered in a country other than the member country in which recognition and enforcement is sought.”</p>	<p>and all other elements relevant to the dispute, regardless of the location of the chosen court, are connected only with that State. 3. For the purposes of Chapter III, a case is international where recognition or enforcement of a foreign judgment is sought.</p>	<p>the relationship of the parties and all other elements relevant to the dispute, regardless of the location of the chosen court, are connected only with that State.</p>
<p>§3(8) “Judgment” means a [court decision] on the merits, however denominated, including a decree or order, and also a determination of costs or expenses relating to a decision on the merits, that may be recognized or enforced under this [act]. The term does not include an interim measure of protection.</p>	<p>Art 4(1) “means any decision on the merits given by a court, whatever it may be called including a decree or order and a determination of costs or expenses by the court (including an officer of the court), provided that the determination relates to a decision on the merits which may be recognized or enforced under this Convention. An interim measure of protection is not a judgment”</p>	<p>103(j) “Judgment” means any court decision on the merits, including a decree or order, and also a determination of costs or expenses relating to a decision on the merits that may be recognized or enforced under this Act. It does not include an interim measure of protection.</p>
<p>§3(9) “Member country” means a country or regional economic integration organization that is a Contracting State to the Convention.</p>		<p>103(c) “Contracting State” means a Party to the Convention.</p>
<p>§3(10) “Non-exclusive choice of court agreement” means a choice of court agreement as defined in Section (3)(1) that is not an exclusive choice of court agreement under Section (3)(6).</p>	<p>See Article 22 1. A Contracting State may declare that its courts will recognise and enforce judgments given by courts of other Contracting States designated in a</p>	

	<p>choice of court agreement concluded by two or more parties that meets the requirements of Article 3, paragraph c), and designates, for the purpose of deciding disputes which have arisen or may arise in connection with a particular legal relationship, a court or courts of one or more Contracting States (a non-exclusive choice of court agreement).</p> <p>2. Where recognition or enforcement of a judgment given in a Contracting State that has made such a declaration is sought in another Contracting State that has made such a declaration, the judgment shall be recognised and enforced under this Convention, if -</p> <p>a) the court of origin was designated in a non-exclusive choice of court agreement;</p> <p>b) there exists neither a judgment given by any other court before which proceedings could be brought in accordance with the non-exclusive choice of court agreement, nor a proceeding pending between the same parties in any other such court on the same cause of action; and</p> <p>c) the court of origin was the court first seised.</p>	
<p>§3(11) "Person" means an individual,</p>		<p>103(l) "Person" means any natural</p>

<p>corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government or governmental subdivision, agency or instrumentality, public corporation, or any other legal or commercial entity.</p>		<p>person, legal person, or other entity that might claim rights or be subject to obligations capable of determination in a case by a court.</p>
<p>§3(12) “Record” means information that is in writing or in any form of communication which renders the information accessible so that it may be used for subsequent reference.</p>	<p>Art 3(c) “an exclusive choice of court agreement must be concluded or documented – (i) in writing; or (ii) by any other means of communication which renders information accessible so as to be usable for subsequent reference”</p>	<p>103(n) “Record” means information that is in writing or in any form of communication which renders the information accessible so that it may be used for subsequent reference.</p>
<p>§3(13) “State” means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.</p>	<p>State (Country) – See Article 25 1. In relation to a Contracting State in which two or more systems of law apply in different territorial units with regard to any matter dealt with in this Convention - a) any reference to the law or procedure of a State shall be construed as referring, where appropriate, to the law or procedure in force in the relevant territorial unit; b) any reference to residence in a State shall be construed as referring, where appropriate, to residence in the relevant territorial unit; c) any reference to the court or courts of a State shall be construed as referring, where appropriate, to the court or courts in the relevant territorial unit;</p>	<p>103(o) and (p) “State” (capitalized) means a nation-state and its various organs of government, political subdivisions of nation-states and constituent units of federal States, agencies or instrumentalities or other entities insofar as they perform acts in the exercise of sovereign authority, and officials of the State acting in that capacity. “State” (uncapitalized) means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or a territory or possession of the United States. [FROM 28 U.S.C. 1738.]</p>

	<p>d) any reference to a connection with a State shall be construed as referring, where appropriate, to a connection with the relevant territorial unit.</p> <p>2. Notwithstanding the preceding paragraph, a Contracting State with two or more territorial units in which different systems of law apply shall not be bound to apply this Convention to situations which involve solely such different territorial units.</p> <p>3. A court in a territorial unit of a Contracting State with two or more territorial units in which different systems of law apply shall not be bound to recognise or enforce a judgment from another Contracting State solely because the judgment has been recognised or enforced in another territorial unit of the same Contracting State under this Convention.</p> <p>4. This Article shall not apply to a Regional Economic Integration Organisation.</p>	
<p>Section 4 Scope</p> <p>(a) act applies to (1) an exclusive choice of court agreement in an international case involving a civil or commercial matter; and (2) a non-exclusive choice of court agreement in an international case involving a civil or commercial matter to</p>	<p>See Art 1,</p> <p>1. This Convention shall apply in international cases to exclusive choice of court agreements concluded in civil or commercial matters.</p> <p>2. For the purposes of Chapter II, a case is international unless the parties are</p>	<p>104(a) Except as otherwise provided in this section, this Act applies to - an exclusive choice of court agreement in an international case concluded in a civil or commercial matter or a judgment of another Contracting State resulting from such an exclusive choice</p>

<p>the extent provided in Section 15.</p>	<p>resident in the same Contracting State and the relationship of the parties and all other elements relevant to the dispute, regardless of the location of the chosen court, are connected only with that State.</p> <p>3. For the purposes of Chapter III, a case is international where recognition or enforcement of a foreign judgment is sought.</p> <p>See Art 25</p> <p>1. In relation to a Contracting State in which two or more systems of law apply in different territorial units with regard to any matter dealt with in this Convention -</p> <p>a) any reference to the law or procedure of a State shall be construed as referring, where appropriate, to the law or procedure in force in the relevant territorial unit;</p> <p>b) any reference to residence in a State shall be construed as referring, where appropriate, to residence in the relevant territorial unit;</p> <p>c) any reference to the court or courts of a State shall be construed as referring, where appropriate, to the court or courts in the relevant territorial unit;</p> <p>d) any reference to a connection with a State shall be construed as referring, where appropriate, to a connection</p>	<p>of court agreement; or</p> <p>a judgment of another Contracting State resulting from a non-exclusive choice of court agreement in an international case concluded in a civil or commercial matter to the extent provided in section 309 of this Act.</p>
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<p>(b) This [act] does not apply to an exclusive choice of court agreement if: (1) any party to the agreement is an individual acting primarily for personal, family, or household purposes; or (2) the agreement relates primarily to an individual or collective contract of employment.</p>	<p>with the relevant territorial unit. (b)(1) – Art 2(1)(a) “to which a natural person acting primarily for personal, family or household purposes (a consumer) is a party; “ (b)(2) – Art 2(1)(b) “relating to contracts of employment, including collective agreements. “</p>	<p>104(b) This Act does not apply to an exclusive choice of court agreement if - (1) any party to the agreement is a natural person acting primarily for personal, family or household purposes, i.e., a consumer; or (2) the agreement relates to an individual or collective contract of employment.</p>
<p>(c) Subject to subsection (d), this [act] does not apply to the following matters: (1) the status and legal capacity of an individual; (2) family law matters, including matters relating to divorce, support, maintenance, property division, child custody, and other rights and obligations arising out of marriage or a similar relationship; (3) wills, succession, and administration of estates; (4) bankruptcy and insolvency matters; (5) the carriage of passengers or goods; (6) marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage; (7) antitrust matters; (8) liability for nuclear damage; (9) claims for personal injury, wrongful death, and survival brought by or on behalf of individuals; (10) tort claims for damage to real property and tangible personal property which do not arise from a contractual relationship;</p>	<p>2. This Convention shall not apply to the following matters - a) the status and legal capacity of natural persons; b) maintenance obligations; c) other family law matters, including matrimonial property regimes and other rights or obligations arising out of marriage or similar relationships; d) wills and succession; e) insolvency, composition and analogous matters; f) the carriage of passengers and goods; g) marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage; h) anti-trust (competition) matters; i) liability for nuclear damage; j) claims for personal injury brought by or on behalf of natural persons; k) tort or delict claims for damage to tangible property that do not arise from</p>	<p>104(c) Subject to subsection (d) of this section, this Act does not apply to the following: (1) the status and legal capacity of a natural person; (2) maintenance obligations; (3) other family law matters, including [matrimonial] [marital] property regimes and other rights or obligations arising out of marriage or similar relationships; (4) wills and succession; (5) insolvency, bankruptcy, and analogous matters; (6) the carriage of passengers or goods; (7) marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage; (8) antitrust matters; (9) liability for nuclear damage; (10) claims for personal injury brought by or on behalf of natural persons; (11) tort claims for</p>

<p>(11) interests in real property, including leasehold interests; (12) the validity, nullity, or dissolution of persons other than individuals, and the validity of the internal governance decisions of their governing authorities; (13) the validity of intellectual property rights other than copyright and related rights; (14) infringement of intellectual property rights other than copyright and related rights, except when infringement proceedings are brought for breach of a contract between the parties relating to such rights or could have been brought for breach of that contract; (15) the validity of entries in public registers; and (16) matters under the law of a member country that are analogous to those listed in this subsection.</p>	<p>a contractual relationship; l) rights in rem in immovable property, and tenancies of immovable property; m) the validity, nullity, or dissolution of legal persons, and the validity of decisions of their organs; n) the validity of intellectual property rights other than copyright and related rights; o) infringement of intellectual property rights other than copyright and related rights, except where infringement proceedings are brought for breach of a contract between the parties relating to such rights, or could have been brought for breach of that contract; p) the validity of entries in public registers.</p>	<p>damage to tangible property that do not arise from a contractual relationship; (12) rights <i>in rem</i> in immovable property, and tenancies of immovable property; (13) the validity, nullity or dissolution of legal persons, and the validity of decisions of their [organs] [internal authorities]; (14) the validity of intellectual property rights other than copyright and related rights; (15) infringement of intellectual property rights other than copyright and related rights, except where infringement proceedings are brought for breach of a contract between the parties relating to such rights, or could have been brought for breach of that contract; or (16) the validity of entries in public registers.</p>
<p>(d) A proceeding involving a determination relating to a matter listed in subsection (c) is not excluded from the scope of this [act] if that determination is of a question merely preliminary to, or asserted as a defense in connection with, a determination relating to a non-excluded matter that is an object of the proceeding.</p>	<p>See above (Art 2(2)) and Art 2(3) Notwithstanding paragraph 2, proceedings are not excluded from the scope of this Convention where a matter excluded under that paragraph arises merely as a preliminary question and not as an object of the proceedings. In particular, the mere fact that a matter excluded under paragraph 2 arises by way of defense does not exclude proceedings from the Convention, if that matter is not an object of the</p>	<p>104(d) A proceeding involving a matter list in subsection (c) of this section is not excluded from the scope of this Act where the matter arises as a preliminary question, and not as an object of the proceedings.</p>

	proceedings.	
(e) This [act] does not apply to arbitration and related proceedings.		104(e) This Act does not apply to arbitration and related proceedings.
(f) A proceeding is not excluded from the scope of this [act] merely because a government or governmental agency, or other person acting for a government, is a party to the proceeding. This [act] does not affect the privileges and immunities of governments or international organizations in respect of themselves and their property.	Art 2(5) and (6) 5. Proceedings are not excluded from the scope of this Convention by the mere fact that a State, including a government, a governmental agency or any person acting for a State, is a party thereto. 6. Nothing in this Convention shall affect privileges and immunities of States or of international organisations, in respect of themselves and of their property.	104(f) A proceeding is not excluded from the scope of this Act merely because a State, including a government, governmental agency or any person acting for a State, is a party to the proceeding.
(g) This [act] does not apply to an interim measure of protection. This [act] neither requires nor precludes the grant, refusal, or termination of an interim measure of protection by a court of this state and does not affect whether a party may request or a court of this state should grant, refuse, or terminate such a measure.	Art 7 Interim measures of protection are not governed by this Convention. This Convention neither requires nor precludes the grant, refusal or termination of interim measures of protection by a court of a Contracting State and does not affect whether or not a party may request or a court should grant, refuse or terminate such measures.	104(h) This Act does not apply to interim measures of protection. This Act neither requires nor precludes the grant, refusal, or termination of interim measures of protection by a court of a Contracting State and does not affect whether a party may request or a court should grant, refuse, or terminate such measures.
(h) A proceeding under a contract of insurance or reinsurance is not excluded from the scope of this [act] on the ground that the contract of insurance or reinsurance is related to a matter to which this [act] does not apply.	Art 17(1) Proceedings under a contract of insurance or reinsurance are not excluded from the scope of this Convention on the ground that the contract of	104(i) A proceeding under a contract of insurance or reinsurance is not excluded from the scope of this Act on the ground that the contract of insurance or reinsurance relates to a matter to which this Act does not apply

	insurance or reinsurance relates to a matter to which this Convention does not apply.	
<p>Section 5 Exclusive Choice of Court Agreement as Independent Agreement</p> <p>An exclusive choice of court agreement that forms part of a contract must be treated as independent of the other terms of the contract. The validity of the exclusive choice of court agreement cannot be contested solely on the ground that the contract is not valid.</p>	<p>3(d) “an exclusive choice of court agreement that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. The validity of the exclusive choice of court agreement cannot be contested solely on the ground that the contract is not valid.”</p>	<p>105 A choice of court agreement that designates the courts of a Contracting State or one or more specific courts of a Contracting State shall be deemed to be exclusive unless the parties have expressly provided otherwise.</p> <p>An exclusive choice of court agreement that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. The validity of the exclusive choice of court agreement cannot be contested solely on the ground that the contract is not valid.</p>
<p>Section 6 When Choice of Court Agreement Deemed Exclusive</p> <p>A choice of court agreement that designates the courts of one member country or one or more specific courts in one member country is exclusive unless the parties to the agreement expressly provide that the agreement is not exclusive.</p>	<p>3b “a choice of court agreement which designates the courts of Contracting State or one or more specific courts of one Contracting State shall be deemed to be exclusive unless the parties have expressly provided otherwise”</p>	<p>105(a) A choice of court agreement that designates the courts of a Contracting State or one or more specific courts of a Contracting State shall be deemed to be exclusive unless the parties have expressly provided otherwise.</p>
<p>Section 7 Residence of an Organization</p> <p>For purposes of this [act], a person other than an individual is considered to be a resident of any country:</p>	<p>4(2) “For purposes of this Convention, an entity or person other than a natural person shall be considered to be resident in the State – (a) where it has</p>	<p>106 For purposes of this Act, an entity or person other than a natural person shall be considered to be a resident in the State – where it has its statutory seat;</p>

<p>(1) where it has its statutory seat; (2) under the law of which it was incorporated or formed; (3) where it has its central administration; or (4) where it has its principal place of business.</p>	<p>its statutory seat; (b) under whose law it was incorporated or formed; (c) where it has its central administration; or (d) where it has its principle place of business”</p>	<p>under whose law it was incorporated or formed; where it has its central administration; or where it has its principal place of business.</p>
<p>Section 8 Duty of Chosen Court to Accept Jurisdiction</p>	<p>Art 5(1) The court or courts of a Contracting State designated in an exclusive choice of court agreement shall have jurisdiction to decide a dispute to which the agreement applies, unless the agreement is null and void under the law of that State”</p>	<p>201 (a) Except as otherwise provided in this chapter, a court in the United States designated as the chosen court to decide a dispute to which an exclusive choice of court agreement applies shall [have] [exercise] jurisdiction over that dispute, unless the agreement is null and void under the federal or state law applicable in that court.</p>
<p>(a) Except as otherwise provided in this section, a chosen court of this state shall accept jurisdiction over the dispute.</p>	<p>Art 5(1) – see above Art 5(2) “a court that has jurisdiction under paragraph 1 shall not decline to exercise jurisdiction on the ground that the dispute should be decided in a court of another State”</p>	<p>201(b) A chosen court in the United States shall not decline to exercise jurisdiction on the ground that the dispute should be decided in a court of another State or state [, as applicable].</p>
<p>(b) A chosen court of this state shall refuse to accept jurisdiction to decide a dispute to which an exclusive choice of court agreement applies if: (1) the exclusive choice of court agreement is null and void under the law of this state; or (2) assumption of jurisdiction by the chosen court would violate: (A) jurisdictional limits placed on the chosen court by this state relating to subject matter or amount in controversy; or (B) venue requirements or other rules of this state regarding internal allocation of jurisdiction among its</p>	<p>Art 5(1) – see above Art 5(2) “a court that has jurisdiction under paragraph 1 shall not decline to exercise jurisdiction on the ground that the dispute should be decided in a court of another State”</p>	<p>201(b) A chosen court in the United States shall not decline to exercise jurisdiction on the ground that the dispute should be decided in a court of another State or state [, as applicable].</p>

courts.		
[[c) A chosen court of this state does not have subject matter jurisdiction if, except for the choice of that court, there is no relationship between this state and the parties or the dispute.]	In lieu of Art 19 declaration	
(d) A chosen court may not decline to exercise jurisdiction over a dispute under the doctrine of forum non conveniens or otherwise because the dispute should be decided in the courts of another state or country.	See Art 5(1) and 5(2)	
(e) A chosen court may transfer a case to another court pursuant to a law of this state permitting the transfer. In determining a discretionary transfer, the court shall give due consideration to the choice of court of the parties.	Art 5(3)(b) “The preceding paragraphs shall not affect rules – [...] (b) on the internal allocation of jurisdiction among the courts of a Contracting State. However, where the chosen court has discretion as to whether to transfer a case, due consideration should be given to the choice of the parties	201(c) Subsections (a) and (b) do not affect rules on – jurisdiction related to subject matter or the value of the claim; or the internal allocation of jurisdiction among the courts of the United States. However, where the chosen court has discretion as to whether to transfer a case, due consideration should be given to the choice of the parties.
Section 9 Duty of Court Not Chosen to Decline Jurisdiction	Art 6	202 A court in the United States that is not the chosen court shall suspend or dismiss proceedings to which an exclusive choice of court agreement applies.
A court of this state which is neither the chosen court nor a court to which the chosen court has transferred the action under Section 8 shall suspend or dismiss proceedings to which an exclusive choice of court agreement applies unless the court determines that: (1) the agreement is null and void under	“A court of a Contracting State other than that of the chosen court shall suspend or dismiss proceedings to which an exclusive choice of court agreement applies unless- (a) the agreement is null and void under the law of the State of the chosen court; (b) a party lacked the capacity to conclude the agreement under the law	Notwithstanding subsection (a), the non-chosen court may proceed with the case if it determines that – the exclusive choice of court agreement is null and void under the law of the

<p>the law of the jurisdiction of the chosen court; (2) a party to the agreement lacked capacity to enter into the agreement under the law of this state; (3) giving effect to the agreement would lead to a manifest injustice or would be manifestly contrary to the public policy of this state or of the United States; (4) for exceptional reasons beyond the control of the parties, the agreement cannot reasonably be performed; or (5) the chosen court has declined to hear the case.</p>	<p>of the State of the court seised; (c) giving effect to the agreement would lead to a manifest injustice or would be manifestly contrary to the public policy of the State of the court seised; (d) for exceptional reasons beyond the control of the parties, the agreement cannot reasonably be performed; or (e) the chosen court has decided not to hear the case.”</p>	<p>State of the chosen court; A party lacked the capacity to conclude the agreement under the federal or state law applicable in that court; giving effect to the agreement would lead to manifest injustice or would be manifestly contrary to the public policy of the United States, or to the public policy of a particular state of the United States when the relevant legal interest, right, or policy is regulated by state law; for exceptional reasons beyond the control of the parties, the agreement cannot reasonably be performed; or the chosen court has declined to hear the case. Nothing in this Act precludes the non-chosen court from suspending or dismissing proceedings on other grounds.</p>
<p>Section 10 Recognition of Judgment of Chosen Court or Court Which Case Has Been Transferred</p>	<p>Art 8(1) A judgment given by a court of a Contracting State designated in an exclusive choice of court agreement shall be recognised and enforced in other Contracting States in accordance with this Chapter. Recognition or enforcement may be refused only on the grounds specified in this Convention.</p>	<p>301(a) Except as otherwise provided in this chapter, a judgment issued by the chosen court in another Contracting State shall be recognized and enforced in courts in the United States.</p>
<p>(a) Except as otherwise provided in this [a]ct, a court of this state shall recognize a judgment of a chosen court or a court of a member country to which the chosen court transferred the case pursuant to Section 8.</p>		
<p>(b) Without prejudice to such review as is necessary for the application of the provisions of this [a]ct regarding</p>	<p>Art 8(2) “Without prejudice to such review as is necessary for the application of the</p>	<p>301(b) Without prejudice to such review as is necessary for the application of this chapter, there shall be</p>

<p>recognition, the court shall not review the merits of the judgment given by the court of origin. The court shall be bound by the findings of fact on which the court of origin based its jurisdiction, unless the judgment was given by default.</p>	<p>provisions of this Chapter, there shall be no review of the merits of the judgment given by the court of origin. The court addressed shall be bound by the findings of fact on which the court of origin based its jurisdiction, unless the judgment was given by default”</p>	<p>no review of the merits of the judgment given by the court of origin. The court addressed shall be bound by the findings of fact on which the court of origin based its jurisdiction, unless the judgment was given by default.</p>
<p>(c) The court shall recognized a judgment under this [act] only if it has effect between the parties in the country of origin, and shall enforce the judgment only if it is enforceable in the country of origin.</p>	<p>Art 8(3) “A judgment shall be recognized only if it has effect in the State of origin, and shall be enforced only if it is enforceable in the State of origin.”</p>	<p>301(c) A judgment shall be recognized under this Act only if it has effect in the State of origin, and shall be enforced only if it is enforceable in the State of origin.</p>
<p>(d) The court may postpone or refuse to recognize or enforce a judgment if the judgment is the subject of review in the country of origin or if the time for seeking review has not expired. A refusal does not prevent a subsequent application for recognition or enforcement of the judgment.</p>	<p>Art 8(4) “Recognition or enforcement may be postponed or refused if the judgment is the subject of review in the State or origin or if the time limit for seeking ordinary review has not expired. A refusal does not prevent a subsequent application for recognition or enforcement of the judgment.”</p>	<p>301(d) Recognition or enforcement may be postponed or refused if the judgment is the subject of review in the State of origin or if the time limit for seeking ordinary review has not expired. Such a refusal does not prevent a subsequent application for recognition or enforcement of the judgment.</p>
<p>(e) If the judgment is the judgment of a court of a member country to which the chosen court transferred the case pursuant to Section 8 and the chosen court has discretion with regard to the decision to transfer, recognition may be refused against a party who objected to the transfer in a timely manner in the country of origin.</p>	<p>Art 8(5) “This Article shall also apply to a judgment given by a court of a Contracting State pursuant to a transfer of the case from the chosen court in that Contracting State as permitted by Article 5, paragraph 3. However, where the chosen court had discretion as to whether to transfer the case to another court, recognition or enforcement of the</p>	<p>301(e) The provisions of this chapter shall also apply to a judgment issued by a court of the State of origin pursuant to a transfer of the case from the chosen court of the State of origin in accordance with the rules on the internal allocation of jurisdiction among the courts of that State. (f) Where the case was transferred in</p>

	<p>judgment may be refused against a party who objected to the transfer in a timely manner in the State of origin.”</p>	<p>the State of origin in accordance with the rules on the internal allocation of jurisdiction among the courts of that State and the chosen court had discretion as to whether to transfer the case, recognition or enforcement of the judgment may be refused against a party who objected to the transfer in a timely manner in the State of origin.</p>
<p>Section 11 Exceptions to Recognition of a Judgment</p>	<p>Art 9</p>	<p>302 Recognition or enforcement of a</p>

<p>A court of this state may refuse recognition of a judgment of a chosen court if:</p> <p>(1) the court determines that the exclusive choice of court agreement was null and void under the law of the country of origin, unless the chosen court has determined that the agreement is valid;</p> <p>(2) a party to the agreement lacked the capacity to conclude the agreement under the law of this state;</p> <p>(3) the document instituting the proceedings in the chosen court or an equivalent document including the essential elements of the claim was not notified to the defendant in sufficient time and in such a way as to enable the defendant to arrange for a defense, unless the defendant entered an appearance in the chosen court to present the defendant's case without contesting notification and the law of the country of origin permits notification to be contested;</p> <p>4) the defendant in the proceeding in the chosen court was given notice in this state of the proceeding in the chosen court in a manner incompatible with fundamental principles of this state concerning the service of documents;</p> <p>(5) the judgment was obtained by fraud</p>	<p>Recognition or enforcement may be refused if -</p> <p>a) the agreement was null and void under the law of the State of the chosen court, unless the chosen court has determined that the agreement is valid;</p> <p>b) a party lacked the capacity to conclude the agreement under the law of the requested State;</p> <p>c) the document which instituted the proceedings or an equivalent document, including the essential elements of the claim,</p> <p>i) was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defense, unless the defendant entered an appearance and presented his case without contesting notification in the court of origin, provided that the law of the State of origin permitted notification to be contested; or</p> <p>ii) was notified to the defendant in the requested State in a manner that is incompatible with fundamental principles of the requested State concerning service of documents;</p> <p>d) the judgment was obtained by fraud in connection with a matter of procedure;</p> <p>e) recognition or enforcement would be manifestly incompatible with the public</p>	<p>judgment may be refused if –</p> <p>the agreement was null and void under the law of the State of the chosen court, unless the chosen court has determined that the agreement is valid;</p> <p>a party to the agreement lacked the capacity to conclude the agreement under the federal or state law applicable in that court;</p> <p>the document that instituted the proceedings or an equivalent document, including the essential elements of the claim, was not notified to the defendant in sufficient time and in such a way as to enable the defendant to arrange for a defense, unless -</p> <p>(i) the law of the State of origin permits adequacy of notice to be contested; and</p> <p>(ii) the defendant entered an appearance in the court of origin to present its case without contesting the adequacy of the notice;</p> <p>the document that instituted the proceedings or an equivalent document, including the essential elements of the claim, was notified to the defendant in</p>
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<p>in connection with a matter of procedure; (6) recognition of the judgment would be manifestly incompatible with the public policy of this state or of the United States, including a situation where the specific proceedings leading to the judgment in the chosen court were incompatible with fundamental principles of procedural fairness of this state or of the United States; (7) the judgment is inconsistent with a judgment of a court of this state in a dispute between the same parties; or (8) the judgment is inconsistent with an earlier judgment of a court of another jurisdiction between the same parties on the same cause of action, if the earlier judgment fulfils the conditions necessary for its recognition under the law of this state other than this [act]</p>	<p>policy of the requested State, including situations where the specific proceedings leading to the judgment were incompatible with fundamental principles of procedural fairness of that State; f) the judgment is inconsistent with a judgment given in the requested State in a dispute between the same parties; or g) the judgment is inconsistent with an earlier judgment given in another State between the same parties on the same cause of action, provided that the earlier judgment fulfils the conditions necessary for its recognition in the requested State.</p>	<p>the United States in a manner that is incompatible with fundamental principles of the United States concerning service of documents; the judgment was obtained by fraud in connection with a matter of procedure; recognition or enforcement of the judgment would be manifestly incompatible with the public policy of the United States, or with the public policy of a particular state of the United States when the relevant legal interest, right, or policy is regulated by state law; the judgment is inconsistent with a judgment given in the United States in a dispute between the same parties; or the judgment is inconsistent with an earlier judgment by a court in another State between the same parties on the same cause of action, provided that the earlier judgment fulfils the conditions necessary for its recognition in the United States.</p>
<p>Section 12 Preliminary Questions (a) If a matter excluded from the scope of this [act] under Section 4 (c) arose as a determination merely preliminary to, or asserted as a defense in connection</p>	<p>Art 10(1) Where a matter excluded under Article 2, paragraph 2, or under Article 21, arose as a preliminary question, the ruling</p>	<p>303(a) Where a matter excluded under section 104 of this Act arose as a preliminary question, the ruling of the court on that question shall not be recognized or</p>

<p>with, a determination relating to a non-excluded matter that is an object of the proceeding, the ruling on the preliminary question may not be recognized under this [act].</p>	<p>on that question shall not be recognised or enforced under this Convention.</p>	<p>enforced under the Convention.</p>
<p>(b) Except as otherwise provided in subsection (c) recognition of a judgment may be refused to the extent that the judgment was based on a ruling on a matter excluded from the scope of this [act] under Section 4(c).</p>	<p>Art 10(2) Recognition or enforcement of a judgment may be refused if, and to the extent that, the judgment was based on a ruling on a matter excluded under Article 2, paragraph 2.</p>	<p>303(b) Except as otherwise provided in subsection (c) of this section, recognition or enforcement of a judgment may be refused if, and to the extent that, the judgment was based on a ruling on a matter excluded under section 104 of this Act</p>
<p>(c) If the ruling on a matter excluded under Section 4(c) was a ruling on the validity of an intellectual property right other than copyright or a related right, recognition of the judgment may be refused or postponed only if: (1) the ruling is inconsistent with a judgment or decision of a competent authority under the law of which the intellectual property right arose; or (2) proceedings concerning the validity of the intellectual property right are pending in the country under the law of which the intellectual property right arose.</p>	<p>Art 10(3) However, in the case of a ruling on the validity of an intellectual property right other than copyright or a related right, recognition or enforcement of a judgment may be refused or postponed under the preceding paragraph only where - a) that ruling is inconsistent with a judgment or a decision of a competent authority on that matter given in the State under the law of which the intellectual property right arose; or b) proceedings concerning the validity of the intellectual property right are pending in that State.</p>	<p>303 (c) If the ruling on a preliminary question concerns the validity of an intellectual property right other than copyright or a related right, recognition or enforcement of a judgment based on such ruling may be refused or postponed only if – the ruling is inconsistent with a judgment or decision of a competent authority in the State under whose law the intellectual property right arose; or proceedings concerning the validity of the intellectual property right are pending in that State.</p>
<p>Section 13 Non-Compensatory A court of this state may refuse to</p>	<p>Art 11 1. Recognition or enforcement of a</p>	<p>302 Recognition or enforcement of a</p>

<p>recognize a judgment to the extent that the judgment awards damages, including exemplary or punitive damages, that do not compensate a party for actual loss or harm suffered, taking into account the extent to which damages not otherwise compensatory should be considered compensatory because they compensate a party for costs and expenses relating to the proceedings.</p>	<p>judgment may be refused if, and to the extent that, the judgment awards damages, including exemplary or punitive damages, that do not compensate a party for actual loss or harm suffered. 2. The court addressed shall take into account whether and to what extent the damages awarded by the court of origin serve to cover costs and expenses relating to the proceedings.</p>	<p>judgment may be refused if, and to the extent that, the judgment awards damages, including exemplary or punitive damages, that do not compensate a party for actual loss or harm suffered. Damages awarded by the court of origin that serve to cover costs and expenses relating to the proceedings shall be considered compensatory.</p>
<p>Section 14 Recognition of Judgments Based on Contracts of Insurance</p>	<p>Art 17(2) Recognition and enforcement of a judgment in respect of liability under the terms of a contract of insurance or reinsurance may not be limited or refused on the ground that the liability under that contract includes liability to indemnify the insured or reinsured in respect of -</p>	<p>304</p>
<p>A court of this state may not limit or refuse recognition of a judgment in respect of liability under the terms of a contract of insurance or reinsurance on the ground that the liability under that contract includes liability to indemnify the insured or reinsured concerning: (1) a matter to which this [act] does not apply; or (2) an award of damages to which Section 13 might apply.</p>	<p>a) a matter to which this Convention does not apply; or b) an award of damages to which Article 11 might apply.</p>	<p>Recognition and enforcement of a judgment in respect of liability under the terms of a contract of insurance or reinsurance shall not be limited or refused on the ground that the liability under that contract includes liability to indemnify the insured or reinsured in respect of - a matter to which this Act does not apply; or an award of [damages to which section 302(b) of this Act may apply]</p>
<p>Section 15 Recognition of Judgment Rendered by Court Chosen in Non-Exclusive Choice of Court Agreement</p>	<p>Art 22 1. A Contracting State may declare that its courts will recognise and enforce judgments given by courts of other</p>	<p>309 (a) Where the United States has made a declaration under Article 22 of the Convention, the provisions of this</p>
<p>(a) Except as otherwise provided in</p>		

<p>subsection (b), a court of this state shall recognize and enforce a judgment of the court of another member country designated in a non-exclusive choice of court agreement in the same manner and to the same extent that it would recognize and enforce a judgment of a chosen court of a member country designated in an exclusive choice of court agreement under this [act], if that member country has made a reciprocal declaration pursuant to Article 22 of the Convention.</p>	<p>Contracting States designated in a choice of court agreement concluded by two or more parties that meets the requirements of Article 3, paragraph c), and designates, for the purpose of deciding disputes which have arisen or may arise in connection with a particular legal relationship, a court or courts of one or more Contracting States (a non-exclusive choice of court agreement).</p> <p>2. Where recognition or enforcement of a judgment given in a Contracting State that has made such a declaration is sought in another Contracting State that has made such a declaration, the judgment shall be recognised and enforced under this Convention, if -</p> <p>a) the court of origin was designated in a non-exclusive choice of court agreement;</p> <p>b) there exists neither a judgment given by any other court before which proceedings could be brought in accordance with the non-exclusive choice of court agreement, nor a proceeding pending between the same parties in any other such court on the same cause of action; and</p> <p>c) the court of origin was the court first seised.</p>	<p>chapter with regard to the recognition or enforcement of a judgment issued by the chosen court shall apply <i>mutatis mutandis</i> to a judgment issued by a court designated in a non-exclusive choice of court agreement where the State of origin has made a declaration of reciprocity pursuant to Article 22 of the Convention</p> <p>and -</p>
<p>(b) A judgment of a member country court designated in a non-exclusive choice of court agreement shall be recognized under this [act] only if:</p> <p>(1) there is no other existing judgment between the same parties on the same cause of action given by another court before which proceedings could have been brought in accordance with the non-exclusive choice of court agreement;</p> <p>(2) there is no other proceeding pending between the same parties on the same cause of action in any other court before which proceedings could have been brought in accordance with the non-exclusive choice of court agreement; and</p>	<p>2. Where recognition or enforcement of a judgment given in a Contracting State that has made such a declaration is sought in another Contracting State that has made such a declaration, the judgment shall be recognised and enforced under this Convention, if -</p> <p>a) the court of origin was designated in a non-exclusive choice of court agreement;</p> <p>b) there exists neither a judgment given by any other court before which proceedings could be brought in accordance with the non-exclusive choice of court agreement, nor a proceeding pending between the same parties in any other such court on the same cause of action; and</p> <p>c) the court of origin was the court first seised.</p>	<p>there is no other existing judgment issued by any other court before which proceedings could be brought in accordance with the non-exclusive choice of court agreement;</p> <p>there is no proceeding pending between the same parties in any other such court on the same cause of action; and</p> <p>the court of origin was the court first seised [among those courts designated in the non-exclusive choice of court agreement].</p> <p>(b) Subsection (a) of this section [shall not apply to non-exclusive choice of court agreements concluded before the effective date of the declaration by the United States under Article 22] OR [shall</p>

<p>(3) where another proceeding that was pending between the same parties on the same cause of action in any other court has been dismissed before final judgment and the member country court of origin was the court first seized.</p>		<p>apply to non-exclusive choice of court agreements whether concluded before or after the effective date of the declaration by the United States under Article 22].</p>
<p>Section 16 Documents to be Produced in Connection with Request for Recognition</p>	<p>Art 13</p>	<p>306(a)</p>
<p>(a) A party seeking recognition of a judgment under this [act] shall produce:</p> <p>(1) a complete and certified copy of the judgment;</p> <p>(2) the choice of court agreement, a certified copy of that agreement, or other evidence of its existence;</p> <p>(3) if the judgment was given by default, the original or a certified copy of a document establishing that the document that instituted the proceedings in the chosen court or an equivalent document was notified to the defaulting party;</p> <p>(4) any documents necessary to establish that the judgment has effect or, if applicable, is enforceable in the country of origin; and</p> <p>(5) in the case of a judicial settlement under section 18, a certificate</p>	<p>1. The party seeking recognition or applying for enforcement shall produce -</p> <p>a) a complete and certified copy of the judgment;</p> <p>b) the exclusive choice of court agreement, a certified copy thereof, or other evidence of its existence;</p> <p>c) if the judgment was given by default, the original or a certified copy of a document establishing that the document which instituted the proceedings or an equivalent document was notified to the defaulting party;</p> <p>d) any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the State of origin;</p> <p>e) in the case referred to in Article 12, a certificate of a court of the State of origin that the judicial settlement or a part of it is enforceable in the same manner as a judgment in the State of origin.</p>	<p>A party seeking recognition or enforcement of a judgment under this Act shall produce -</p> <p>a complete and certified copy of the judgment;</p> <p>the exclusive choice of court agreement, a certified copy thereof, or other evidence of its existence;</p> <p>if the judgment was issued by default, the original or certified copy of a document establishing that the document that instituted the proceedings or an equivalent document was notified to the defaulting party;</p> <p>any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the State of origin; and</p>

<p>of the court of the country of origin that the judicial settlement or a part of it is enforceable in the same manner as a judgment in the country of origin.</p>	<p>2. If the terms of the judgment do not permit the court addressed to verify whether the conditions of this Chapter have been complied with, that court may require any necessary documents. 3. An application for recognition or enforcement may be accompanied by a document, issued by a court (including an officer of the court) of the State of origin, in the form recommended and published by the Hague Conference on Private International Law. 4. If the documents referred to in this Article are not in an official language of the requested State, they shall be accompanied by a certified translation into an official language, unless the law of the requested State provides otherwise.</p>	<p>in a case involving a judicial settlement as provided in section 16 of this Act, a certificate of a court of the State of origin that the judicial settlement or a part thereof is enforceable in the same manner as a judgment in the State of origin.</p>
<p>(b) If the terms of a judgment for which recognition is sought are not sufficient for the court to verify whether this [act] has been complied with, the court may require the production of any documents necessary to show compliance.</p>	<p>Art 13 2. If the terms of the judgment do not permit the court addressed to verify whether the conditions of this Chapter have been complied with, that court may require any necessary documents.</p>	<p>306(b) If the terms of the judgment do not permit the court addressed to verify whether the conditions of this chapter have been complied with, that court may require any necessary documents.</p>
<p>(c) An application for recognition of a judgment may be accompanied by a document issued by a court or an officer of a court of the country of origin, in the</p>	<p>Art 13 3. An application for recognition or enforcement may be accompanied by a document, issued by a court</p>	<p>306(c) An application for recognition or enforcement of a judgment may be accompanied by a document, issued by a</p>

<p>form recommended and published by the Hague Conference on Private International Law.</p>	<p>(including an officer of the court) of the State of origin, in the form recommended and published by the Hague Conference on Private International Law.</p>	<p>court or an officer of a court in the State of origin, in the form recommended and published by the Hague Conference on Private International Law.</p>
<p>(d) If the documents required to be produced under this section are not in English, they must be accompanied by a certified translation into English.</p>	<p>Art 13 c) if the judgment was given by default, the original or a certified copy of a document establishing that the document which instituted the proceedings or an equivalent document was notified to the defaulting party; 4. If the documents referred to in this Article are not in an official language of the requested State, they shall be accompanied by a certified translation into an official language, unless the law of the requested State provides otherwise.</p>	<p>306(d) If the documents referred to in this section are not in English, they shall be accompanied by a certified translation into English.</p>
<p>(e) All documents forwarded or delivered under this [act] are exempt from legalization or any analogous formality, including Apostille.</p>	<p>Art 18 All documents forwarded or delivered under this Convention shall be exempt from legalisation or any analogous formality, including an Apostille.</p>	
<p>Section 17 Enforcement of Judgment Recognized by this State (a) If a court of this state recognizes a judgment of a court of a member country pursuant to this [act], upon</p>	<p>Art. 8(1) A judgment given by a court of a Contracting State designated in an exclusive choice of court agreement shall</p>	<p>307 A foreign judgment entitled to recognition or enforcement under this Act may be enforced by means of a civil action, in accordance with the applicable</p>

<p>request of the party in whose favor the judgment was granted, the court shall enforce the judgment in the same manner and to the same extent as a judgment rendered in this state.</p>	<p>be recognised and enforced in other Contracting States in accordance with this Chapter. Recognition or enforcement may be refused only on the grounds specified in this Convention.</p>	<p>law of the forum.</p>
<p>(b) A judgment shall be enforced in this state only if it is enforceable in the country of origin.</p>	<p>Art 8(3) A judgment shall be recognised only if it has effect in the State of origin, and shall be enforced only if it is enforceable in the State of origin.</p>	
<p>Section 18 Judicial Settlements (Transactions Judiciaires)</p>	<p>Art. 12</p>	<p>305</p>
<p>(a) A court of this state shall enforce a judicial settlement in the same manner as a judgment under this [act] if: (1) the judicial settlement has been approved by a chosen court of a member country or concluded before that court in the course of proceedings; (2) the settlement is enforceable in the same manner as a judgment in the country of origin; and (3) the settlement meets the requirements for recognition and enforcement of a judgment under this [act].</p>	<p>Judicial settlements (transactions judiciaires) which a court of a Contracting State designated in an exclusive choice of court agreement has approved, or which have been concluded before that court in the course of proceedings, and which are enforceable in the same manner as a judgment in the State of origin, shall be enforced under this Convention in the same manner as a judgment.</p>	<p>Judicial settlements that have been approved by a chosen court of a Contracting State, or that have been concluded before that court in the course of proceedings, and which are enforceable in the same manner as a judgment in the State of origin, shall be enforced under this Act in the same manner as a judgment.</p>
<p>(b) A court shall not give a judicial settlement preclusive effect through collateral estoppel, issue preclusion, or otherwise.</p>		

<p>Section 19 Severability</p> <p>A court of this state shall recognize or enforce a severable part of a judgment if recognition or enforcement of only that part is applied for or only part of the judgment is capable of being recognized and enforced under this [act].</p>	<p>Art. 15</p> <p>Recognition or enforcement of a severable part of a judgment shall be granted where recognition or enforcement of that part is applied for, or only part of the judgment is capable of being recognised or enforced under this Convention.</p>	<p>308</p> <p>Courts in the United States shall recognize or enforce a severable part of a judgment where recognition or enforcement of that part is applied for, or where only part of the judgment is capable of being recognized or enforced under this Act.</p>
<p>Section 20 Procedure for Recognition of Judgment</p> <p>(a) If recognition of a judgment is sought under this [act] as an original matter, the issue of recognition must be raised by bringing an action seeking recognition of the judgment.</p> <p>(b) If recognition of a judgment is sought under this [act] in a pending action, the issue of recognition may be raised by counterclaim, cross-claim, or affirmative defense.</p> <p>NOTE – based on Section 6 of UFCMJRA</p>		
<p>Section 21 Statute of Limitations Applicable to Recognition Proceedings</p> <p>An action to recognize a judgment under this [act] must be commenced within the time during which the judgment has effect between the parties in the country of origin.</p>		

<p>NOTE – based on Section 9 of UFCMJRA</p>		
<p>Section 22 Stay of Proceedings Pending Appeal of Judgment</p>	<p>Art 14</p>	
<p>If a party establishes that an appeal of a judgment of a chosen court is pending or will be taken in the country of origin, the court may stay any proceedings in this state concerning recognition or enforcement of the judgment until the appeal is concluded, the time for appeal expires with no appeal having been taken, or the appellant has had sufficient time to prosecute the appeal and has failed to do so.</p> <p>NOTE – based on Section 8 UFCMJRA</p>	<p>The procedure for recognition, declaration of enforceability or registration for enforcement, and the enforcement of the judgment, are governed by the law of the requested State unless this Convention provides otherwise. The court addressed shall act expeditiously.</p>	
<p>Section 23 International Character; Uniformity of Interpretation</p>	<p>Art 23</p>	<p>404</p>
<p>In applying and construing this [act], consideration shall be given both to its character as a law implementing an international convention and to its character as a uniform law, and to the need to promote uniformity of interpretation with respect to its subject matter among the states that enact it and among member countries to the convention that it implements.</p>	<p>In the interpretation of this Convention, regard shall be had to its international character and to the need to promote uniformity in its application.</p>	<p>(a) The Convention shall be interpreted so far as possible to be compatible with other treaties and international agreements in force for the United States, whether concluded before or after the Convention.</p> <p>(b) Where each of the parties is resident in a Contracting State that is a Party to another treaty or international agreement, this Act shall not affect the application by the United States of such treaty or international agreement, whether it was concluded before or after the Convention.</p>

		<p>(c) This Act shall not affect the application by the United States of a treaty or international agreement that was concluded before the Convention entered into force for the United States, if applying the Convention would be inconsistent with the obligations of the United States under such treaty or international agreement to a non-Contracting State. This subsection shall apply equally to treaties or international agreements that revise or replace a treaty or international agreement concluded before the Convention entered into force for the United States, except to the extent that the revision or replacement creates new inconsistencies with the Convention.</p>
<p>Section 24 Savings Clause This [act] does not prevent the enforcement of a choice of court agreement not within the scope of this [act] or recognition and enforcement of a judgment not within the scope of this [act] under principles of comity or otherwise. Note – Based on Section 11 of UFCMJRA</p>		
<p>Section 25 Transition Provisions (a) This [act] applies to an exclusive</p>	<p>Art 16 1. This Convention shall apply to</p>	<p>402 This Act shall apply only to exclusive</p>

<p>choice of court agreement that designates a court or courts of this state as the chosen court or courts if the parties concluded the exclusive choice of court agreement after entry into force of the Convention in the United States.</p>	<p>exclusive choice of court agreements concluded after its entry into force for the State of the chosen court.</p>	<p>choice of court agreements concluded after the entry into force of the Convention for the State of the chosen court.</p>
<p>(b) This [act] does not apply to proceedings filed in a court of this state that is not the chosen court unless: (1) the Convention entered into force in the country of the chosen court before the parties concluded the exclusive choice of court agreement; and (2) the proceedings in this state were commenced after entry into force of the Convention in the United States</p>	<p>2. This Convention shall not apply to proceedings instituted before its entry into force for the State of the court seised.</p>	<p>This Act shall not apply to proceedings instituted before the entry into force of the Convention for the State of the court seised.</p>
<p>(c) This section does not apply to non-exclusive choice of court agreements under Section 15 of this [act].</p>		
<p>Section 26 Effective Date</p>	<p>Art. 31</p>	<p>406</p>
<p>This [act] takes effect....</p>	<p>“This Convention shall enter into force on the first day of the month following the expiration of three months after the deposit of the second instruction of ratification, acceptance, approval or accession to in Article 27.”</p>	<p>This Act shall take effect on the date that the Convention enters into force for the United States.</p>