UNIFORM CHOICE OF COURT AGREEMENTS
CONVENTION IMPLEMENTATION ACT*

Drafted by the

NATIONAL CONFERENCE OF COMMISSIONERS
ON UNIFORM STATE LAWS

and by it

APPROVED AND RECOMMENDED FOR ENACTMENT
IN ALL THE STATES

at its

ANNUAL CONFERENCE
MEETING IN ITS ONE-HUNDRED-AND-TWENTY-FIRST YEAR
NASHVILLE, TENNESSEE
JULY 13 - JULY 19, 2012

WITHOUT PREFATORY NOTE OR COMMENTS

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By
NATIONAL CONFERENCE OF COMMISSIONERS
ON UNIFORM STATE LAWS

July 18, 2012

*The following text is subject to revision by the Committee on Style of the National Conference of Commissioners on Uniform State Laws.
SECTION 1. SHORT TITLE. This [act] may be cited as the Uniform Choice of Court Agreements Convention Implementation Act.

SECTION 2. IMPLEMENTATION OF CONVENTION. This [act] implements in this state the Convention on Choice of Court Agreements, done at The Hague on June 30, 2005.

SECTION 3. DEFINITIONS. In this [act]:

(1) “Choice of court agreement” means an agreement between two or more parties which:

(A) is concluded or documented:

   (i) in a writing; or

   (ii) in any other form of communication that renders the information accessible so that it may be used for subsequent reference; and

   (B) designates the court or courts of one or more contracting parties to decide disputes that have arisen or may arise in connection with a particular legal relationship.

(2) “Chosen court” means the court or courts of a contracting party designated in an exclusive choice of court agreement.

(3) “Contracting party” means a country or Regional Economic Integration Organization for which the Convention is in force. Each reference in this [act] to a court of the contracting party shall, in the case of a contracting party that is a Regional Economic Integration Organization, be deemed to be a reference to a court of the member country of the Regional Economic Integration Organization in which the court is located.

(5) “Country of origin” means the contracting party in whose territory the court of origin is located.

(6) “Court” means any body, however denominated, authorized by a contracting party or a political unit of a contracting party to exercise judicial functions and acting in a judicial capacity.

(7) “Court of origin” means the court of a contracting party which issued a judgment for which recognition or enforcement is sought under the Convention. The term includes both a chosen court and a court to which a chosen court transferred the case in accordance with the rules on internal allocation of jurisdiction among the courts of the country of origin.

(8) “Exclusive choice of court agreement” means a choice of court agreement that designates the courts of one contracting party or one or more specific courts of one contracting party, unless the parties to the agreement expressly have provided that the designation is nonexclusive.

(9) “International case” means:

(A) in applying the provisions of this [act] relating to enforcement of a choice of court agreement, any case unless:

(i) the parties reside in the territory of the same contracting party; 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 connected only with that contracting party; or

(B) in applying the provisions of this [act] relating to recognition or enforcement of a judgment, any case in which the judgment was issued by a court of a contracting party other than the contracting party in whose territory recognition and enforcement of the judgment is sought.
If a contracting party is a Regional Economic Integration Organization, each reference in this definition to a contracting party shall be deemed to be a reference to the relevant member country of the Regional Economic Integration Organization.

(10) “Judgment” means:

(A) a court decision on the merits, however denominated, including a decree or order; or

(B) a determination of costs or expenses relating to a court decision on the merits which may be recognized or enforced under this [act].

The term includes a consent order. The term does not include an interim measure of protection.

(11) “Judicial settlement” (“transaction judiciaire”) means a contract in a civil law system to end litigation concluded by the parties to the litigation before a judge and recorded by the judge in an official document. The term does not include a consent order or an out of court settlement.

(12) “Nonexclusive choice of court agreement” means a choice of court agreement that is not an exclusive choice of court agreement as defined in subsection 8.

(13) “Person” means any natural person, legal person, or other entity that might claim rights or be subject to obligations capable of determination in a case by a court.

(14) “Preliminary question” means an issue, including an issue raised as a defense, which is not an object of the proceedings but which the court must decide in order to determine whether to grant all or part of the relief requested.

(15) “Regional Economic Integration Organization” means an organization constituted solely by sovereign countries which has competence over some or all of the matters governed by the Convention.

(16) “State” means a state of the United States, the District of Columbia, the
Commonwealth of Puerto Rico, the United States Virgin Islands, or any territory or possession of the United States.

(17) “Whole law” means the law of a jurisdiction including its choice of law rules.

**SECTION 4. SCOPE.**

(a) Except as otherwise provided in this section, this [act] shall apply in an international case to either:

(1) an exclusive choice of court agreement concluded in a civil or commercial matter or a judgment of a court of another contracting party resulting from an exclusive choice of court agreement; or

(2) a judgment of a court of another contracting party resulting from a nonexclusive choice of court agreement concluded in a civil or commercial matter to the extent provided in Section 24.

(b) This [act] shall 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; or

(2) the agreement relates to an individual or collective contract of employment.

(c) Subject to subsection (d), this [act] shall not apply to:

(1) the status and legal capacity of a natural person;

(2) a maintenance obligation;

(3) other family law matters, including matrimonial property regimes and other rights and obligations arising out of marriage or a similar relationship, such as a matter relating to divorce or dissolution, support, property division, or child custody;

(4) wills and succession, including administration of estates, intestate succession and other probate matters;
(5) insolvency, composition, and analogous matters, including bankruptcy;

(6) the carriage of passengers or goods;

(7) marine pollution, limitation of liability for maritime claims, general average, and emergency towage and salvage;

(8) an antitrust matter;

(9) liability for nuclear damage;

(10) a claim for personal injury brought by or on behalf of a natural person, including a survival claim, and a claim for wrongful death;

(11) a tort claim for damage to tangible property, real or personal, which does not arise from a contractual relationship;

(12) a right in rem in real property or a tenancy in real property;

(13) the validity, nullity, or dissolution of a legal person, and the validity of a decision of the internal authorities of a legal person;

(14) the validity of an intellectual property right other than copyright and related rights;

(15) infringement of an intellectual property right other than copyright and related rights, unless an infringement proceeding is brought for breach of a contract between the parties relating to such a right, or could have been brought for breach of the contract; or

(16) the validity of an entry in a public register.

(d) A proceeding involving a matter listed in subsection (c) is not excluded from the scope of this [act] if the matter arises as a preliminary question.

(e) This [act] shall not apply to arbitration and related proceedings.

(f) A proceeding is not excluded from the scope of this [act] merely because a country, including a government or governmental agency, or a person acting for a country, is a party to
the proceeding.

(g) This [act] shall not affect the privileges and immunities of a country or an international organization, in respect of itself or its property.

(h) This [act] shall 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 should grant, refuse, or terminate an interim measure.

(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 relates to a matter to which this [act] does not apply.

(j) If the United States has a declaration in effect under Article 21 of the Convention that it will not apply the Convention to a specific matter, the specific matter identified in the declaration is excluded from the scope of this [act].

(k) If another contracting party has a declaration in effect under Article 21 of the Convention that it will not apply the Convention to a specific matter, this [act] shall not apply to the specific matter identified in the declaration with regard to that contracting party.

SECTION 5. WHEN CHOICE OF COURT AGREEMENT DEEMED EXCLUSIVE. A choice of court agreement that designates the courts of one contracting party or one or more specific courts of one contracting party shall be deemed to be exclusive unless the parties have expressly provided otherwise.

SECTION 6. EXCLUSIVE CHOICE OF COURT AGREEMENT AS INDEPENDENT AGREEMENT. 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 may not be contested solely on the ground
that the contract is not valid.

SECTION 7. RESIDENCE OF LEGAL PERSONS. For purposes of this [act], a person other than a natural person is a resident of a country:

(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.

SECTION 8. REFERENCES TO LAW IN THIS ACT. Except where expressly stated otherwise, each reference in this [act] to the law of a jurisdiction is a reference to the internal law of the jurisdiction, and not to its whole law.

SECTION 9. DUTY OF CHOSEN COURT TO EXERCISE JURISDICTION.

(a) Except as otherwise provided in this section, and section 10, a chosen court of this state shall exercise jurisdiction over a dispute to which an exclusive choice of court agreement applies, unless the agreement is null and void under the whole law of this state.

(b) A chosen court of this state shall not decline to exercise jurisdiction over a dispute on the ground that the dispute should be decided in a court of another country or state, including on the ground of forum non conveniens.

(c) Subsections (a) and (b) shall not affect application of:

(1) jurisdictional limits placed on the chosen court relating to subject matter or amount in controversy; or

(2) rules regarding internal allocation of jurisdiction among courts, including venue requirements.

(d) [A chosen court of this state may transfer a case to another court pursuant to [indicate law of the state authorizing transfer].] [A chosen court of this state shall transfer a case to
another court pursuant to [indicate law of the state mandating transfer].] [If a chosen court of
this state has discretion as to whether to transfer a case, the court shall give due consideration to
the choice of court of the parties].]

Legislative Note: Article 5(3)(b) of the Convention provides that “where the chosen court has
discretion as to whether to transfer a case, due consideration should be given to the choice of
the parties.” The complex set of brackets in subsection (d) reflect the fact that there is
considerable variance among the states as to whether transfer is available and as to
whether any available transfer is mandatory or discretionary. In a state that has no transfer
rules, subsection (d) may be omitted in its entirety. In a state that has only mandatory transfer,
only the second sentence of subsection (d) is needed. In a state that has only discretionary
transfer, the first and third sentences should be included. In a state that has both mandatory and
discretionary transfer, all of subsection (d) should be included.

SECTION 10. EXCLUSION FOR UNRELATED CASES.

(a) Except as provided under other law of this state:

Alternative A

(No subject matter jurisdiction over unrelated cases)

[a chosen court of this state does not have subject matter jurisdiction if, except for the
choice of that court, there is no connection between this state and the parties or the dispute.]

Alternative B

(Courts will decline all unrelated cases)

[a chosen court of this state shall decline to exercise jurisdiction to decide a dispute to
which an exclusive choice of court agreement applies if, except for the location of the chosen
court, there is no connection between this state and the parties or the dispute.]

Alternative C

(Courts have discretion to decline unrelated cases)

[a chosen court of this state may decline to exercise jurisdiction to decide a dispute to
which an exclusive choice of court agreement applies if, except for the location of the chosen
court, there is no connection between this state and the parties or the dispute.]
Alternative D

(Courts will accept unrelated cases, either with or without conditions)

[a chosen court of this state shall exercise jurisdiction to decide a dispute to which an exclusive choice of court agreement applies without regard to whether there is any connection between this state and the parties or the dispute [if ... state conditions, if any, under which non-related cases will be accepted.]

End of Alternatives

(b) The [designate authorized official] of this state shall provide to the Secretary of State of the United States the text of the rule adopted under subsection (a).

Legislative Note: Section 10(a) presents four alternative provisions to address the obligation of a chosen court to hear a case when there is no relationship between the state and the parties or the dispute other than the parties’ selection of that court as the chosen court. The different alternatives are explained in Comments 1-5. The legislature should pick the appropriate alternative for its state. Subsection 10(b) requires that the state provide the text of the alternative selected to the Secretary of State of the United States. The legislature should designate the appropriate official to provide this information.

SECTION 11. DUTY OF NONCHOSEN COURT TO DECLINE JURISDICTION.

(a) Except as otherwise provided in subsection (b), a court of this state that is neither the chosen court nor a court to which the chosen court has transferred the action under Section 9 shall suspend or dismiss proceedings to which an exclusive choice of court agreement applies.

(b) A nonchosen court of this state may proceed with the case if it determines that:

(1) the exclusive choice of court agreement is null and void under the whole law of this state;

(2) a party to the agreement lacked the capacity to conclude the agreement under the whole 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 the United States or this state;

(4) for exceptional reasons beyond the control of the parties, the agreement cannot reasonably be performed; or

(5) the chosen court has decided not to hear the case.

(c) Nothing in this [act] precludes the nonchosen court from suspending or dismissing proceedings on other grounds.

SECTION 12. CONSENT TO PERSONAL JURISDICTION. A person that agrees to a choice of court agreement designating a court of this state as the chosen court consents to personal jurisdiction in this state for purposes of a proceeding brought pursuant to the choice of court agreement.

SECTION 13. RECOGNITION AND ENFORCEMENT OF JUDGMENT.

(a) Except as otherwise provided in this [act], a court of this state shall:

(1) recognize a judgment of a court of origin; and

(2) once recognized, enforce the judgment in the same manner and to the same extent as a similar judgment issued by a court of this state.

(b) Without prejudice to such review as is necessary for the application of the provisions of this [act], a court of this state shall not review the merits of a judgment issued by a court of origin. A court of this state shall be bound by the findings of fact on which the court of origin based its jurisdiction, unless the judgment was issued by default.

(c) A court of this state shall recognize a judgment under this [act] only if the judgment has effect in the country of origin and shall enforce the judgment only if it is enforceable in the country of origin.

(d) A court of this state may refuse to recognize, or postpone recognition of, a judgment if the judgment is the subject of review in the country of origin or if the time limit for seeking
ordinary review has not expired. The refusal does not prevent a subsequent application for recognition of the judgment.

SECTION 14. APPLICATION OF PROVISIONS TO JUDGMENT OF COURT TO WHICH CASE WAS TRANSFERRED.

(a) The provisions of this [act] on recognition and enforcement of a judgment shall also apply to a judgment issued by a court in the country of origin to which the case was transferred by the chosen court in accordance with the rules on internal allocation of jurisdiction among the courts of that country.

(b) If a judgment is the judgment of a court of origin to which the chosen court transferred the case and the chosen court had discretion as to whether to transfer, a court of this state may refuse to recognize the judgment against a party that objected to the transfer in a timely manner in the country of origin.

SECTION 15. EXCEPTIONS TO RECOGNITION OF A JUDGMENT.

(a) A court of this state may refuse to recognize a judgment of a court of origin if:

(1) the court of this state determines that the exclusive choice of court agreement was null and void under the whole law of the country of origin, unless the court of origin has determined that the agreement is valid;

(2) a party to the agreement lacked the capacity to conclude the agreement under the whole law of this state;

(3) 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 a way that enabled the defendant to arrange for a defense, unless:

(i) the law of the country of origin permitted adequacy of notice to be contested; and
(ii) the defendant entered an appearance and presented its case without
contesting notification in the court of origin;

(4) the document that instituted the proceedings in the court of origin or an
equivalent document, including the essential elements of the claim, was notified to the defendant
in the United States in a manner incompatible with fundamental principles of the United States
concerning the service of documents;

(5) the judgment was obtained by fraud in connection with a matter of procedure;

(6) recognition of the judgment would be manifestly incompatible with the public
policy of the United States or this state, including a situation in which the specific proceedings
leading to the judgment were incompatible with fundamental principles of procedural fairness of
the United States;

(7) the judgment is inconsistent with a judgment issued in the United States in a
dispute between the same parties; or

(8) the judgment is inconsistent with an earlier decision issued in another country
between the same parties on the same cause of action, provided that the earlier decision fulfills
the conditions necessary for its recognition under the applicable law in this state.

(b) A court of this state may refuse to recognize a judgment for purposes of its
enforcement to the extent that the judgment awards damages, including exemplary or punitive
damages, which do not compensate a party for actual loss or harm suffered. In determining
whether damages are compensatory, the court shall take into account the extent to which the
damages awarded by the court of origin serve to cover costs and expenses, including attorney’s
fees, relating to the proceedings.

(c) If the United States has a declaration in effect under Article 20 of the Convention,
recognition or enforcement of a judgment may be refused if the parties were resident in the
United States and the relationship of the parties and all other elements relevant to the dispute, other than the location of the chosen court, were connected only with the United States.

SECTION 16. PRELIMINARY QUESTIONS.

(a) If a matter excluded under Section 4(c) arose as a preliminary question, a court of this state shall not recognize the ruling on that matter under this [act].

(b) Except as otherwise provided in subsection (c), a court of this state may refuse to recognize a judgment to the extent that the judgment was based on a ruling on a matter excluded under Section 4(c).

(c) If a ruling on a preliminary question is a ruling on the validity of an intellectual property right other than copyright or a related right, a court of this state may refuse or postpone recognition of a judgment based on that ruling under this section only if:

(1) the ruling is inconsistent with a judgment or decision of a competent authority on that matter issued in the country under the law of which the intellectual property right arose; or

(2) proceedings concerning the validity of the intellectual property right are pending in that country.

(d) If a matter excluded under Section 4(j) or 4(k) arose as a preliminary question:

(1) a court of this state shall not recognize the ruling on that matter under this [act]; and

(2) a court of this state may refuse recognition of a judgment to the extent that the judgment was based on a ruling on the matter excluded under Section 4(j).

SECTION 17. JUDGMENT BASED ON CONTRACT OF INSURANCE. A court of this state shall not limit or refuse recognition or enforcement 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 in respect of:

(1) a matter to which this [act] does not apply; or

(2) an award of damages to which Section 15(b) may apply.

SECTION 18. JUDICIAL SETTLEMENT (TRANSACTION JUDICIARE). A court of this state shall recognize for purposes of enforcement and enforce a judicial settlement in the same manner as a judgment if:

(1) the settlement has been approved by a court of origin or concluded before that court in the course of proceedings; and

(2) the settlement is enforceable in the same manner as a judgment in the country of origin.

SECTION 19. DOCUMENTS TO BE PRODUCED IN CONNECTION WITH REQUEST FOR RECOGNITION OR ENFORCEMENT.

(a) A party seeking recognition of a judgment under this [act] shall provide with its request:

(1) a complete and certified copy of the judgment;

(2) the exclusive choice of court agreement, a certified copy of the agreement, or other evidence of its existence;

(3) if the judgment was issued by default, the original or a certified copy of a document establishing that the document that instituted the proceeding in the court of origin or an equivalent document was notified to the defaulting party; and

(4) any documents necessary to establish that the judgment has effect or, if applicable, is enforceable in the country of origin.

(b) A party seeking recognition for purposes of enforcement of a judicial settlement under Section 18 shall provide:
(1) a complete and certified copy of the judicial settlement;

(2) the exclusive choice of court agreement, a certified copy of that agreement, or other evidence of its existence;

(3) a certificate 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; and

(4) any documents necessary to establish that the judicial settlement is enforceable in the country of origin.

(c) If the terms of the judgment or judicial settlement are not sufficient to permit a court of this state to verify whether the conditions for recognition or enforcement in this [act] have been complied with, the court may require the production of any documents necessary to show compliance.

(d) If an application for recognition of a judgment or judicial settlement is accompanied by a document issued by a court or an officer of a court in the country of origin completed in the form contained in Section 31 to the satisfaction of the court of this state from which recognition is sought, the requirements of subsections (a) and (b) shall be deemed satisfied.

(e) If the documents provided under this section are not in English, they shall be accompanied by a certified translation into English.

SECTION 20. PROCEDURES FOR RECOGNITION AND ENFORCEMENT.

Except as otherwise provided in this [act], the procedures for recognition and enforcement of a judgment shall be those provided by the law applicable in the court of this state before which recognition or enforcement is sought.

SECTION 21. CAUSE OF ACTION FOR RECOGNITION AND ENFORCEMENT.

(a) If recognition of a judgment is sought under this [act] as an original matter, the issue
of recognition shall be raised by bringing an action seeking recognition of the judgment.

(b) If recognition of a judgment is sought under this [act] in a pending action, the issue of recognition shall be raised by counterclaim, crossclaim, or affirmative defense.

(c) Enforcement of a judgment recognized under this [act] may be requested in a recognition proceeding under subsection (a) or (b) or in any other manner provided by the law of this state.

SECTION 22. SEVERABLE PART OF JUDGMENT. A court of this state shall recognize or enforce a severable part of a judgment if recognition or enforcement of that part is applied for or only part of the judgment is capable of being recognized or enforced under this [act].

SECTION 23. STATUTE OF LIMITATIONS APPLICABLE TO RECOGNITION PROCEEDING. An action to recognize a judgment under Section 21 for purposes of enforcement shall be commenced within the earlier of the time during which the judgment is effective between the parties in the country of origin or 15 years from the date that the judgment became effective in the country of origin.

SECTION 24. RECOGNITION AND ENFORCEMENT OF JUDGMENT ISSUED BY COURT CHOSEN IN NONEXCLUSIVE CHOICE OF COURT AGREEMENT.

(a) If the United States has a declaration in effect under Article 22 of the Convention, subject to subsection (b), a court of this state shall recognize and enforce a judgment of a court of a contracting party designated in a nonexclusive choice of court agreement, or a court of that contracting party to which the case was transferred by the designated court in accordance with the rules on internal allocation of jurisdiction among the courts of that country, in the same manner and to the same extent that it would recognize and enforce a judgment of a court of origin of a contracting party before which proceedings were brought under an exclusive choice
of court agreement, if the country of origin has made a declaration under Article 22 of the Convention.

(b) The court shall recognize the judgment only if:

(1) no other judgment exists between the same parties on the same cause of action issued by any other court before which proceedings could be brought in accordance with the nonexclusive choice of court agreement;

(2) no other proceeding is pending between the same parties on the same cause of action in any other court before which proceedings could be brought in accordance with the nonexclusive choice of court agreement; and

(3) the court that issued the judgment was the court first seized among those courts before which proceedings could be brought in accordance with the nonexclusive choice of court agreement.

(c) This section shall apply to a nonexclusive choice of court agreement whether concluded before or after the effective date of the declaration by the United States under Article 22 of the Convention.

SECTION 25. LEGALIZATION. All documents forwarded or delivered under this [act] shall be exempt from legalization or any analogous formality, including an apostille.

SECTION 26. UNIFORMITY OF INTERPRETATION. In applying and construing this [act], consideration should be given 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, having regard for the Convention’s international character.

SECTION 27. RELATIONSHIP TO CERTAIN INTERNATIONAL INSTRUMENTS.

(a) If the United States has a declaration in effect under Article 26(5) of the Convention,
this [act] shall not affect the application by a court of this state of the treaty to which the
declaration applies.

(b) If another contracting party has a declaration in effect under Article 26(5) of the
Convention, a court of this state may decline to apply this [act] to an exclusive choice of court
agreement designating a court of the other contracting party as a chosen court to the extent of
any inconsistency between application of this [act] and application of the treaty with regard to a
specific subject matter that is the subject of the declaration.

SECTION 28. RELATIONSHIP TO OTHER STATE LAW. In the event of a
conflict between this [act] and other law of this state, this [act] shall prevail. This [act] shall
prevail without regard to whether the other law was in existence at the time this [act] was
enacted or arose after enactment of this [act].

SECTION 29. [ACT] NOT EXCLUSIVE. This [act] does not prevent the enforcement
of a choice of court agreement or recognition and enforcement of a judgment under law other
than this [act] if the choice of court agreement or judgment is not within the scope of this [act].

SECTION 30. TRANSITION PROVISIONS FOR EXCLUSIVE CHOICE OF
COURT AGREEMENTS.

(a) This [act] shall apply to an exclusive choice of court agreement that:

(1) designates a court in this state as the chosen court if the agreement was
concluded after entry into force of the Convention for the United States; or

(2) designates a court of another contracting party as the chosen court if the
agreement was concluded after entry into force of the Convention for that contracting party.

(b) This [act] shall not apply to proceedings in this state, whether in a chosen court, a
nonchosen court, or a court in which recognition or enforcement of the judgment of the court of
origin is sought, if the proceedings in this state were instituted before entry into force of the
Convention for the United States.

(c) This section shall not apply to a nonexclusive choice of court agreement under Section 24.

SECTION 31. RECOGNITION AND ENFORCEMENT FORM. An application filed with a court of this state 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, which is in substantially the form of the document that follows.

RECOMMENDED FORM
UNDER THE CONVENTION ON
CHOICE OF COURT AGREEMENTS
(“THE CONVENTION”)
(Sample form confirming the issuance and content of a judgment given by the court of origin for the purposes of recognition and enforcement under the Convention)

1. COURT OF ORIGIN........................................................................................................
ADDRESS........................................................................................................
TEL.......................................................................................................................
FAX....................................................................................................................
EMAIL...............................................................................................................

2. CASE/DOCKET NUMBER...........................................................................................

3. .........................................................................................................................(PLAINTIFF)
versus
4. (THE COURT OF ORIGIN) gave a judgment in the above-captioned matter on (DATE)
in (CITY, STATE/PROVINCE, COUNTRY).

5. This court was designated in an exclusive choice of court agreement within the meaning of Article 3 of the Convention: YES ☑️ NO ☐️ UNABLE TO CONFIRM ☑️

6. If yes, the exclusive choice of court agreement was concluded or documented in the following manner:

7. This court awarded the following payment of money (please indicate, where applicable, any relevant categories of damages included):

8. This court awarded interest as follows (please specify the rate(s) of interest, the portion(s) of the award to which interest applies, the date from which interest is computed, and any further information regarding interest that would assist the court addressed):

9. This court included within the judgment the following costs and expenses relating to the proceedings (please specify the amounts of any such awards, including, where applicable, any amount(s) within a monetary award intended to cover costs and expenses relating to the proceedings):

10. This court awarded the following non-monetary relief (please describe the nature of such
11. This judgment is enforceable in the country of origin:

   YES ☐ NO ☐ UNABLE TO CONFIRM ☐

12. This judgment (or a part thereof) is currently the subject of review in the country of origin:

   YES ☐ NO ☐ UNABLE TO CONFIRM ☐

   *If “yes,” please specify the nature and status of such review:*

13. Any other relevant information:

14. Attached to this form are the documents marked in the following list:

   G a complete and certified copy of the judgment;
   G the exclusive choice of court agreement, a certified copy of the exclusive choice of court agreement, or other evidence of its existence;
   G 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;
   G any documents necessary to establish that the judgment has effect or, where applicable, is enforceable in the country of origin;

   *(List if applicable):*

   G in the case referred to in Article 12 of the Convention (Section 18 of this [act]), a
certificate of a 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;

G other documents:........................................................................................................

15. Dated this ............ day of ......................, 20.... at.........................................................

16. Signature and/or stamp by the court or officer of the court:

CONTACT PERSON:............................................................................................

TEL:.......................................................................................................................

FAX:........................................................................................................................

EMAIL:....................................................................................................................

SECTION 32. EFFECTIVE DATE.

Alternative A

[This [act] shall take effect on the later of [date of enactment] or the date the Convention enters into force for the United States.]

Alternative B

(For use in a state that has constitutional restrictions prohibiting use of Alternative A, if the act is passed before the Convention goes into force.)

[ (a) This [act] shall take effect . . . .

(b) This [act] may not be implemented until the [Governor] issues a proclamation declaring that the [Governor] has received an official communication from the Secretary of State
of the United States that the Convention has entered into force for the United States.]