



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (**MoU**) is made on this 29th day of October 2019.

BETWEEN

1. **DUBAI FUTURE FOUNDATION**, a Dubai government foundation established pursuant to Law No. (19) of 2015, whose principal address is at level 5, Emirates Towers, P.O. Box 555509, Dubai, United Arab Emirates (the **Foundation**); and
2. **DUBAI INTERNATIONAL FINANCIAL CENTRE (DIFC) COURTS**, established pursuant to Law No. 12 of 2004 (as amended by Dubai Law No. 16 of 2011), whose principal address is at Ground Level, Building 4, The Gate District, Dubai International Financial Centre, P.O. Box 211724, Dubai, United Arab Emirates (the **Second Party**).

The Foundation and the Second Party shall each individually be referred to as a **Party** and shall collectively be referred to as the **Parties**.

RECITALS

Now the Parties hereby acknowledge that:

- A. **Whereas** the Foundation was established to play a pivotal role in shaping the future of Dubai and, amongst other things, to ensure the establishment of an environment that encourages innovation and future thinking relevant to invention and innovation. The Foundation achieves its objectives through a number of competencies, including, where it is to develop modern and innovative curricula for students from all over the world in cooperation with the best educational institutions and ad hoc research centres around the world.
- B. **Whereas** the Second Party, which was established under Law No. 9 of 2004, has an independent judicial system with jurisdiction covering the DIFC, and is committed to ensuring the highest standards of judicial performance. Whereas, the vision of the Second Party is establishing and maintaining a world-class system of justice that is reliable, accessible, efficient and fair, with an unconditional commitment to the rule of law and the fulfilment of its statutory function. Furthermore, its mission is to uphold the principles of fairness and impartiality, and to consistently dispense equal justice according to the law and international best practices.
- C. **Whereas** the Parties shall collaborate to jointly develop their project known as '**Court Tech Lab**' (the **Project**). The launch of the Project shall signal to the world the intent of Dubai to play a leading role in advancing its judicial system through leveraging emerging technology.
- D. **Whereas** this MoU records the Parties' understanding to cooperate with each other in the promotion and execution of the Project to ensure its success.

NOW THEREFORE THIS MOU WITNESSES THE FOLLOWING UNDERSTANDING OF THE PARTIES:

1 THE PURPOSE OF COLLABORATION

- 1.1 The Project shall commence on 29th of October 2019 and will include three (3) phases. The first phase (**Phase 1**), of the Project shall operate from October 2019 - December 2019, with the second phase (Phase 2) from January 2020 - April 2020 (**Phase 2**). Phase three (Phase 3) shall operate from July 2020 - September 2020.
- 1.2 During Phase 1, with the support of first party, the Second Party shall undertake discussions with technology companies (the **Partners**) to support the Court Tech Lab.
- 1.3 During Phase 2, the first party and the second shall conduct global outreach for tech startups and universities (the Participants) to submit projects (the Idea).
- 1.4 The Parties shall then shortlist the participants to ten (10) only to be invited to an event in Dubai to present their ideas on a one-week Event (the **Event**).
- 1.5 The Parties shall then co-select the top three (3) only participants to be invited to a programme in Dubai to pilot their ideas (suggested duration: between 6 to 8 weeks) (the **Programme**).

2 THE SCOPE OF COLLABORATION

- 2.1 The **Second Party** shall cooperate with the Foundation by providing guidance and support to the Foundation for the benefit of the Project with the ultimate objective of ensuring its success. This support shall be delivered on a variety of matters, including but not limited to, the following:
 - a) Support the Foundation in organising the Event in Dubai where ten (10) shortlisted tech startup companies will present their pilot projects.
 - b) Co-select top three (3) from the Participants to work with the Second Party on their Pilot Projects.
 - c) Provides access to digital and the physical infrastructures of the DIFC Courts.
- 2.2 The **Foundation** shall cooperate with, and support the Second Party with the following:
 - a) Support with promoting the challenge through the Challenge Platform.
 - b) Provide access to Area 2071 digital and physical ecosystem.
 - c) Support with creating and executing the programming format.
 - d) Leverage the Event to confirm financial support for the Pilot Project phase from the Second Party's partners.
 - e) Provide access to the RegLab to grant temporary licenses for testing and vetting the Pilot Projects.

- 2.3 Any legal and financial terms of the cooperation shall be mutually decided by the Parties by entering into separate agreements for the areas of cooperation listed in this Article 1; and
- 2.4 This MoU does not constitute, and is not intended to constitute, a contract or an offer to enter into a contract, or to create legal obligations or rights. Although the Parties may exchange proposals (written or oral), draft agreements or other materials, neither Party will have any obligations or liability to the other Party under such documents unless and until the Parties' authorised representatives sign definitive, written and legally binding agreements.
- 2.5 Notwithstanding the above Clause 1.3, the Parties agree to be bound by the obligations set out in Articles 3, 4,5,6 and 10 of this MoU.

3 COORDINATION OF AGREED ACTIVITIES

- 3.1 In order to carry out and fulfil the aims of this MoU, each Party shall appoint a coordinator within seven (7) days of the execution of this MoU, and the coordinators shall be responsible for managing the cooperation on behalf of the Parties in the areas set out in this MoU.
- 3.2 Either Party may initiate proposals on cooperation at any time and submit them to the other Party for consideration. If the Parties agree to implement any proposal then they shall enter into a legally binding agreement incorporating suitable provisions, depending on the nature of the activities agreed.

4 TERM AND TERMINATION

- 4.1 This MoU shall enter into force on 29/10/2019 and remain valid for three (3) years from thereon (the **Term**). It shall be automatically renewed for the same period on the same terms and conditions unless either Party notifies the other Party in writing of its intention not to renew this MoU three (3) months prior to the expiry date of any applicable term.
- 4.2 Either Party may terminate this MoU at any time upon providing three (3) months written notice to the other Party.
- 4.3 Notwithstanding Clause 3.1, this MoU shall immediately terminate upon the Parties entering into a definitive, written and legally binding agreement with respect to the matters set out in Clause 1.1.

5 NON-SOLICITATION UNDERTAKING

- 5.1 The Parties undertake to each other that they shall not, during the Term, solicit, in any manner, an employee of the other Party with the intention of offering them employment without express prior written approval of the other Party.

6 CONFIDENTIALITY

- 6.1 Both Parties, their employees and contractors shall keep strictly confidential all information and materials provided by one Party (the **Disclosing Party**) to the other Party, pursuant to this MoU

(the **Confidential Information**) and shall not provide the Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 6.2 This Clause shall not apply to any information which:
- (a) is required to be disclosed by law, pursuant to legal process or by any governmental or competent regulatory authority.
 - (b) at the time of its disclosure is or subsequently becomes public knowledge other than by breach of this MoU; or
 - (c) is lawfully received by, is already in the lawful possession of or subsequently comes lawfully into the possession of a Party from a third party who does not owe and is not under any obligation to keep the information confidential.
- 6.3 Each Party shall establish and maintain such safeguards as are necessary and appropriate to protect the confidentiality of the Confidential Information.
- 6.4 The provisions of this clause are binding and shall survive the termination of this MoU.

7 LICENCES

- 7.1 Each Party hereby grants to the other Party, for the purpose of this MoU, a royalty-free, non-exclusive, temporary licence to use, reproduce and display its trade name, trademarks, service marks, links and logos (collectively, the **Marks**) on the other Party's website for the purposes of promoting the Project.
- 7.2 No right, title, license, or interest in any Marks owned by a Party or any of its affiliates, whether or not registered, is intended to be given to or acquired by the other Party by the execution or the performance of this MoU.
- 7.3 Each Party shall not use the other Party's Marks for any purpose or activity without the prior written authorisation of other Party.
- 7.4 Upon termination or expiry of this MoU, each Party shall cease to use the other Party's Marks and shall remove them from its website.

8 NOTICES

- 8.1 Every notice or other communication under this MOU shall be in writing and shall be delivered by hand, by letter, email transmission dispatched as follows:

The Foundation

For the attention **HE Khalfan Belhoul**
Dubai Future Foundation
Level 5 of Emirates Towers (Office Towers)
Sheikh Zayed Road, Dubai
Email: nada.alturifi@dubaifuture.gov.ae

DIFC Courts

For the attention of **Amna Al Owais**
DIFC Courts
Ground Level, Building 4, The Gate District,
Dubai International Financial Centre, Dubai
Email: Amna.AIOwais@difccourts.ae

8.2 Every notice or other communication shall, unless otherwise provided in this MoU, be deemed to have been received if sent by registered mail upon acknowledgment of receipt by the recipient and if delivered by hand or by facsimile transmission or email at the time of delivery or dispatch if during normal business hours in the place of intended receipt on a working day in that place and otherwise at the opening of business in that place on the next succeeding working day.

9 COSTS

Each Party shall bear its own costs and expenses in relation to its obligations under this MoU. For avoidance of doubt, there shall be no money exchanged between the Parties by virtue of this MoU.

10 DISPUTE RESOLUTION

10.1 This MoU shall be governed by and construed in accordance with the laws and regulations of the UAE as applicable in the Emirate of Dubai.

10.2 In the event of a disagreement, dispute, or difference (the **Dispute**) in relation to this MoU, each party agrees that the Dispute shall be notified in writing to the other Party, setting out the description of the Dispute (the **Dispute Notification**). Thereafter, the Director General or Chief Executive Officer or equivalent member of the senior management of each Party shall promptly meet and confer in an effort to resolve such Dispute amicably.

11 GENERAL

11.1 This MoU may not be amended or otherwise modified or waived except by an instrument in writing signed by both Parties hereto.

11.2 Either Party may not assign or subrogate this MoU or any of its obligations under this MoU without first obtaining the written approval of the other Party.

THE SPACE BELOW THIS LINE IS LEFT BLANK INTENTIONALLY

THE DULY AUTHORISED SIGNATORIES OF BOTH PARTIES HAVE HEREBY EXECUTED THIS AGREEMENT ON THE DATE STATED ABOVE

SIGNED for and on behalf of DUBAI FUTURE FOUNDATION

Name: Khalfan Belhoul

Title: Chief Executive Officer

SIGNED for and on behalf of DIFC COURTS

Name: H.E. Justice Omar Al Muhairi

Title: Deputy Chief Justice
