MEMORANDUM OF UNDERSTANDING	مـذكرة تفـاهم
Between	بین
Dubai World Trade Centre Authority	سلطة مركز دبي التجاري العالمي
مركز حبت التجاري العالمي DUBAI WORLD TRADE CENTRE	رمالحا التجاري مركز ديب التجاري DUBAI WORLD TRADE CENTRE
And	9
Dubai International Financial Centre Courts	محاكم مركز دبي المالي العالمي
DIFC	DIFC
For the purposes of promoting cooperation and support between Dubai World Trade Centre Authority and the DIFC Courts, with both parties to consult, cooperate and exchange information with each other in areas of mutual interest, to further enhance their respective strategic interests and objectives.	لأغراض ترسيخ الدعم والتعاون بين سلطة مركز دبي المالي دبي التجاري العالمي ومحاكم مركز دبي المالي العالمي، وإتاحة الفرصة للطرفين للتشاور والتعاون وتبادل المعلومات فيما بينهم في المجالات ذات الاهتمام المشترك سعياً لتعزيز أهدافهما ومصالحهما الاستراتيجية.
Dated 13 July, 2021	تاريخ 13 يوليو 2021

MEMORANDUM OF UNDERSTANDING	مذكرة تفاهم
("MOU") is made on 13 July, 2021 (the	تم توقيع هذه المذكرة بتاريخ 13 يوليو 2021 (تاريخ
"Effective Date").	التنفيذ)،
BETWEEN:	بين:
Dubai World Trade Centre Authority	سلطة مركزدبي التجاري العالمي وعنوانها الشارع شيخ
(hereafter 'DWTCA'), whose registered office is Sheikh Zayed Road, PO Box 9292,	زايد. صندوق بريد (9292)/ دبي، الإمارات العربية
Dubai, UAE	المتحدة.
Telephone: +971 4 389 3999	
Email: info@dwtc.com	هاتف: 979 4 389 +971
	بريد الكترونى: info@dwtc.com
And	و
Dubai International Financial Centre	محاكم مركز دبي المالي العالمي (المشار إليها لاحقاً
Courts (hereafter 'DIFC Courts'), whose	باسم "المحاكم")؛ وعنوانها المبنى رقم 4 – منطقة
registered office is at Ground Floor, Building 4, The Gate District, Dubai International Financial	البوابة – مركز دبي المالي العالمي صندوق بريد
Centre, PO Box 211724 Dubai, UAE	(211724)/ دبي، الإمارات العربية المتحدة
	ھاتف 4273333 +971
Telephone: +971 4 427 3333	enquiries@difccourts.ae وبريد إلكتروني
Email: enquiries@difccourts.ae	
Represented by HE Omar Juma Al Mheiri,	ويمثلها سعادة عمر جمعة المهدري، نائب رئيس
Deputy Chief Justice of the DIFC Courts, being	المحاكم، محاكم مركز دبي المالي العالمي، والمخول
duly authorised to sign this Memorandum on behalf of the DIFC Courts.	رسمياً بتوقيع هذه المذكرة بالنيابة عن محاكم مركز
	دبي المالي العالمي.
(Each a "Party" and together the "Parties")	(يشار إلى أحد الأطراف منفرداً بكلمة "الطرف" ومجتمعين
	بكلمة "الأطراف")

Whereas DWTCA is a dynamic Free Zone established in 2015, which continues the story of Dubai World Trade Centre's growth and success. DWTCA provides a unique and highly desirable proposition for businesses seeking a competitive and well-regulated ecosystem to compete effectively. Strategically positioned in Dubai's Central Business District, it provides an ideal environment for startups, SMEs, and large corporations to operate locally while reaching regional and global markets. DWTCA enjoys corporate body status, financial and administrative autonomy, and full legal capacity to help it carry out its duties and activities.

في حين أن سلطة مركز دبي التجاري العالمي هي منطقة حرة ديناميكية تأسست في عام 2015 ، والتي تواصل قصة نمو مركز دبي التجاري العالمي ونجاحه. تقدم سلطة مركز دبي التجاري العالمي عرضًا فريدًا ومرغوبًا للغاية للشركات التي تسعى إلى نظام بيئي تنافسي ومنظم جيدًا للمنافسة بفعالية. تتمتع بموقع استراتيجي في منطقة الأعمال المركزية في دبي ، وتوفر بيئة مثالية للشركات الناشئة والشركات الصغيرة والمتوسطة والشركات الكبيرة للعمل محليًا مع الوصول إلى الأسواق الإقليمية والعالمية. تتمتع سلطة مركز دبي التجاري العالمي بمكانة اعتبارية ، واستقلال مالي وإداري ، وأهلية قانونية كاملة لمساعدتها على تنفيذ واجباتها وأنشطتها.

WHEREAS the DIFC Courts is the Dubai International Financial Centre ('DIFC') umbrella body for dispute resolution and centre for legal excellence, and it is part of the legal system of the United Arab Emirates, and is an independent common law judiciary based in the DIFC with jurisdiction governing civil and commercial disputes (the DIFC Courts consisting of a Small Claims Tribunal (SCT), the Court of First Instance (CFI) and the Court of Appeal (CA);

ولما كانت محاكم مركز دبي المالي العالمي هيئةً تم إنشاؤها تحت مظلة مركز دبي المالي العالمي لتكون الجهة المسؤولة عن تسوية المنازعات فيه وتحقيق التميّز القانوني، وجزءاً أساسياً من النظام القضائي لدولة الإمارات العربية المتحدة، وهي مؤسسة قضائية مستقلة مقرها مركز دبي المالي العالمي وتشمل صلاحياتها النظر في النزاعات المدنية والتجارية. وتتالف هذه المحاكم من محكمة السعاوي الصغيرة والمحكمة الابتدائية ومحكمة الاستئناف.

WHEREAS the DIFC Courts Wills Service has been established as an ancillary service under the DIFC Courts and allows eligible individuals to register their Wills during their lifetime, working in conjunction with the DIFC Courts Registry for execution of Wills and distribution of assets once the individual with a registered Will passes away, through a process called Probate, and with Registered Wills subject to the DIFC Courts' jurisdiction;

ولما كانت خدمة الوصايا في محاكم مركز دبي المالي العالمي خدمة فرعية تأسست تحت مظلة محاكم المركز. وهي تتيح للأفراد المؤهلين تسجيل وصاياهم خلال فترة حياتهم، ويتم ذلك بالتنسيق مع محاكم مركز دبي المالي العالمي لتنفيذ الوصايا وتوزيع الأصول عند وفاة الأفراد المعنيين، ويطلق على هذه العملية اسم "التركة". وتخضع الوصايا المسجلة لأحكام محاكم مركز دبي المالي العالمي،

WHEREAS the Parties wish to enable the DIFC Courts to effectively provide an efficient and independent judicial system based on excellent enforcement of its judgments and Probate orders that contribute to provision of a world class judicial service. This shall in turn benefit the economic growth and attractiveness of investment into Dubai World Trade Centre to discharge its respective duties and mandates efficiently and diligently.

وبناءً على رغبة الأطراف بتمكين محاكم مركز دبي المالي العالمي من توفير نظام قضائي فاعل ومستقل قائم على أساس التميز في تنفيذ الأوامر القضائية و المرتبطة بالوصايا وبما يسهم في توفير خدمة قضائية عالمية المستوى. وهذا بدوره يعود بالنفع على النمو الاقتصادي واستقطاب الاستثمارات في مركز دبي التجاري العالمي، ويتيح لها الإيفاء بالتزاماتها وواجباتها بكل كفاءة واقتدار.

Section II. PARTIES' UNDERSTANDING AND ROLE

1. The Parties acknowledge that this MoU is intended to provide a good faith high level framework, to enable the Parties to further their relationship and may provide potential platform for further discussions with other DIFC branches. The Parties have agreed to enter this MoU to consult, cooperate and exchange information with each other in areas of mutual interest, to further enhance their respective strategic interests and objectives.

المادة الثانية - إتفاقات وأدوار الأطراف:

- 1. يقر الطرفان بأن الهدف من مذكرة التفاهم هذه هو توفير إطار عمل رفيع المستوى بحسن نية، لتمكين الأطراف من تعزيز علاقتهم وقد توفر منصة محتملة لمزيد من المناقشات مع فروع مركز دبي المالي العالمي الأخرى. كما اتفق الأطراف على توقيع هذه المذكرة بهدف التشاور والتعاون وتبادل المعلومات في مختلف مجالات الاهتمام المشترك التي تسهم بتعزيز مصالحهم وأهدافهم الاستراتيجية.
- 2. The Parties shall meet as necessary to discuss matters relating to cooperation and discuss initiatives to build and maintain strong links to support the community from which both Parties and the public would benefit.
- 3. This memorandum sets out the Parties' understanding of the procedures for cooperation, information exchange.
- 2. يتعين على الأطراف الاجتماع عند الضرورة لمناقشة المسائل المتعلقة بالتعاون، وكذلك بحث المبادرات الرامية إلى بناء وتوطيد علاقات متينة تدعم المجتمع وتعود بالفائدة على الأطراف والعامة.
- 3. تهدف المذكرة إلى إثراء فهم الأطراف لإجراءات التعاون وتبادل المعلومات،

- 3.1 The Parties shall endeavour to coordinate common or separate outreach initiatives, including, but not limited to, seminars and conferences, informing their users and the public of each other's services. They will share and distribute marketing and communication materials.
- 1.3 يتعين على الأطراف التنسيق فيما بينهم لإطلاق مبادرة توعوية مشتركة أو مبادرات مستقلة لكل طرف على حدة، وذلك بهدف إطلاع المستخدمين والعامة على خدمات الأطراف، ويتم في هذا السياق تبادل وتوزيع مواد التسويق والاتصال الإعلامي ذات الصلة.
- 4. This memorandum does not constitute a treaty or legislation and is not intended to modify or supersede any laws or regulatory requirements in force in the United Arab Emirates, Dubai, or the DIFC. It builds upon the legal systems in place and complements existing legal and administrative processes in the United Arab Emirates.
- 4. لا تشكل هذه المذكرة اتفاقية أو تشريعاً، ولا تهدف إلى تعديل أو إلغاء أي قوانين أو متطلبات تنظيمية يتم العمل بموجها في دولة الإمارات العربية المتحدة أو إمارة دبي أو مركز دبي المالي العالمي. وترتكز المذكرة على الأنظمة القانونية المعمول بها وتعتبر متمّمة للإجراءات القانونية والإدارية القائمة في دولة الإمارات.
- 5. The Parties shall use their best endeavours to exchange pertinent information, statistics, publications, magazines, periodicals, directories, laws and regulations governing their respective public services activities, for their respective users and the public.
- 5. يتعيّن على الأطراف توظيف أقصى إمكاناتهم لتبادل المعلومات ذات الصلة والإحصاءات والمنشورات والمجلات والدوريات والدلالات والقوانين واللوائح التنظيمية التي تحكم أنشطة الخدمات العامة لكل منهم، وذلك لصالح المستخدمين والعامة.
- 6. Each party after signing this MoU shall appoint the person to be contacted to resolve any matter and reply to all inquiries, which may arise while executing the probate court orders.
- م. يتعين على كل طرف بعد توقيع المذكرة تحديد الشخص الذي يتم التواصل معه لحل أي مشكلة والرد على الاستفسارات الناشئة خلال تنفيذ الأوامر القضائية المرتبطة بالوصايا.
- 7. The Parties agree to keep the operation of this MoU under review and to consult when necessary to improve its implementation and to resolve any matters of ambiguity that may arise further on, amicably.
- 7. توافق الأطراف على إبقاء العمل بهذه المذكرة قيد المراجعة، وإجراء مشاورات عند الضرورة لتحسين آليات تطبيق الأحكام، وحل جميع المسائل الخلافية أو حالات الالتباس والغموض التي قد تظهر مستقبلاً، ودياً.

1. The use of any trademarks and logos of any Party by another Party requires a specific written approval. No license is granted under this MoU regarding any Party's trademarks or any other intellectual property rights. 2. This MoU takes effect from the date it is signed by all parties and will continue to have effect, unless it is: a) Terminated (without liability) by any of the Parties giving 30 (thirty) days written notice to the other Party of the former's intention shall not affect the validity of any action or decision made or taken by the Parties during the term of this MoU. b) Replaced at a later date upon the agreement of all Parties by a further memorandum of understanding or contract in respect of the subject matter hereof. 3. The addresses and contact details of the Parties for the purpose of correspondence are as follows: For: Dubai World Trade Centre Authority (DWTCA) Attn: Abdalla AlBanna, VP – Free Zone Operations Diagnal of the subject matter hereof. See Judy (DwTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE Lick, Sheikh Zayed Road, PO Box 9292, Dubai, UAE 1. The use of any various reading a specific written approval. No license is appeared to a specific written approval. No license is granted under this MoU. control of the subject matter hereof. See Judy (DwTCA) Address: Dubai World Trade Centre Authority (DwTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE Dubai World Trade Centre Authority (DwTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE Dubai World Trade Centre Authority (DwTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE	III. GENERAL PROVISIONS	المادة الثالثة - مبادئ عامة
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For: Dubai World Trade Centre Authority (DWTCA) Attn: العناية: Abdalla AlBanna, VP – Free Zone Operations الحرة عبد الله البنا, نائب البرئيس – ادارة المنطقة Copy to: Tessa Lee, General Counsel and VP Risk & Compliance – Legal Risk & Compliance Department Mauritable Legal Risk & Compliance Department المستشار العام و نائب البرئيس – المخاطر العالم و نائب السرئيس – المخاطر العالم و نائب السرئيس – المخاطر العالم و نائب السرئيس – المخاطرة مركز دبي التجاري العالمي وعنوانها الشارع العنوان: Address: Dubai World Trade Centre Authority (DWTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE	· ·	للأطراف بغرض التواصل:
العنوان: Abdalla AlBanna, VP – Free Zone Operations عبد الله البنا, نائب الرئيس – ادارة المنطقة الى: Copy to: Tessa Lee, General Counsel and VP Risk & Compliance – Legal Risk & Compliance Department المستشار العام و نائب الرئيس - المخاطل المستشار العام و نائب الرئيس المستشار العام و نائب الرئيس المستشار العام و نائب السين المستشار العامل وعنوانها الشارع العنوان: Dubai World Trade Centre Authority (DWTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE		سلطة مركز دبي التجاري العالمي
Abdalla AlBanna, VP – Free Zone Operations الحرة الحرة Copy to: Tessa Lee, General Counsel and VP Risk & Compliance – Legal Risk & Compliance Department Copy to:	(DWTCA)	
الحرة الحرة الحرة الحرة المستشار العالم و نائب الرئيس - المخاطر المستشار العالم و نائب الرئيس - المخاطر القانونية و الامتثال المستشار العنوان: Address: Dubai World Trade Centre Authority (DWTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE الحرة الشورة الإمارات الإمارات الإمارات المستخ زايد. صندوق بريد (9292)/ دبي، الإمارات المستخ زايد. صندوق بريد (9292)/ دبي، الإمارات المستخ زايد.	Attn:	لعناية:
Tessa Lee, General Counsel and VP Risk & Compliance – Legal Risk & Compliance Department Address: Dubai World Trade Centre Authority (DWTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE Dubai World Trade Centre Authority (DWTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE Tessa Lee, General Counsel and VP Risk & Compliance Louing Legal Risk &	Abdalla AlBanna, VP – Free Zone Operations	عبد الله البنا, نائب الرئيس – ادارة المنطقة
Tessa Lee, General Counsel and VP Risk & Compliance – Legal Risk & Compliance Department Address: Dubai World Trade Centre Authority (DWTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE Tessa Lee, General Counsel and VP Risk & Compliance Dubai Legal Risk & Compliance Dubai World Trade Centre Authority (DWTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE		1
Compliance – Legal Risk & Compliance Department Address: Dubai World Trade Centre Authority (DWTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE Dubai World Trade Centre Authority (DWTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE	Copy to:	
Department Address: Dubai World Trade Centre Authority (DWTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE مسلطة مركز دبي التجاري العالمي وعنوانها الشارع شيخ زايد. صندوق بريد (9292)/ دبي، الإمارات	•	
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العنوان: Dubai World Trade Centre Authority (DWTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE شيخ زايد. صندوق بريد (9292)/ دبي، الإمارات	·	- 3 " 3
Dubai World Trade Centre Authority (DWTCA), Sheikh Zayed Road, PO Box 9292, Dubai, UAE شيخ زايد. صندوق بريد (9292)/ دبي، الإمارات	Address:	
شيخ زايد. صندوق بريد (9292)/ دبي، الإمارات Sheikh Zayed Road, PO Box 9292, Dubai, UAE		
		1 - " " "

Email:	بريد إلكتروني :
Abdalla.Albanna@dwtc.com	Abdalla.Albanna@dwtc.com
Tessa.Lee@dwtc.com	<u>Tessa.Lee@dwtc.com</u>
For: DIFC Courts	الطرف: محاكم مركز دبي المالي العالمي
Attn:	لعناية:
Amna Al Owais, Chief Registrar, DIFC Courts	آمنة العويس، المسجل العام، محاكم مركز دبي
	المالي العالمي
Address:	العنوان:
Ground Floor, Building 4, The Gate District,	مركز دبي المالي العالمي/ صندوق بريد (211724) دبي،
Dubai International Financial Centre, PO Box 211724 Dubai, UAE	الإمارات العربية المتحدة، الطابق الأرضي من المبنى 4 ،
,	منطقة البوابة.
Email:	البريد الإلكتروني:
Amna.Alowais@difccourts.ae	Amna.Alowais@difccourts.ae
4. No party shall be entitled to assign, fully	4. لا يحق لأي طرف أن يقدم تفويضاً كلياً كان أم جزئياً
or partially, any rights or obligations in this MoU to a third party. Such	بأي من الحقوق أو الالتزامات المرتبطة بهذه المذكرة
assignment of this MoU or any of its	إلى طرف ثالث. ويعتبر أي تفويض من هذا النوع
provisions shall be void, unless with the prior written consent of the other Party.	باطلاً ما لم يكن مرفقاً بموافقة خطية مسبقة من
p	الطرف الآخر.
5. The Parties will publish the achievements	5. ينشر الأطراف الإنجازات التي تم تحقها بموجب
of their mutual cooperation on their respective websites and in other forums	التعاون المشترك فيما بينهم على مواقعهم
open for such publicity for their	الإلكترونية الخاصة وغيرها من منابر النشر
governments and the private sector, or as mutually agreed between the Parties	المفتوحة أمام حكوماتهم والطاع الخاص، أو على
from time to time; provided that no public	النحو المتفق عليه بين الأطراف من وقت لآخر؛
statements will be made by one Party pursuant to the provisions of this MoU, or	وذلك شريطة عدم الإدلاء بتصريحات علنية من
in relation to the subject matter thereof,	قبل طرف واحد وفقاً لأحكام مذكرة التفاهم هذه أو
without the prior written consent of the other Parties. The Parties undertake to	فيما يتصل بموضوعها نفسه من الطرف الآخر.
acknowledge the input and work of each	ويتعهد الأطراف بالإشارة إلى مساهمات وعمل
other when publishing their cooperation, which includes the contribution of the	الطرف الآخر عند نشر معلومات بخصوص
other Parties (without limitation)	تعاونهم، ويتضمن ذلك (على سبيل المثال لا
displaying the respective Party's logo as appropriate.	الحصر) عرض أي طرف لشعار الطرف الآخر
	بالشكل الملائم.

However, once signed, this MoU is considered a public document and each Party is permitted to publish its contents through its usual external communication channels, including print, website and email. IN WITNESS THEREOF this MoU has been executed by duly authorised representatives of the concerned Parties on the aforementioned dates.	وتعتبر هذه المذكرة وثيقة عامة فور التوقيع عليها؛ وبذلك يحق للأطراف نشر محتواها عبر القنوات التواصل الخارجي المستخدمة بما فيها المطبوعات والمواقع الإلكترونية والبريد الإلكتروني. إثباتاً لما تقدم، تم توقيع هذه المذكرة من قبل ممثلين مخولين قانونياً عن الأطراف المعنية وفي التواريخ المذكورة أعلاه.
For and on behalf of:	لصالح وبالنيابة عن:
Dubai World Trade Centre Authority (DWTCA)	سلطة مركز دبي التجاري العالمي
Name: Abdalla AlBanna	الاسم: عبد الله البنا
Title: VP – Free Zone Operations	المنصب: نائب الرئيس - ادارة المنطقة الحرة
Signature:	التوقيع:
For and on behalf of:	لصالح وبالنيابة عن:
DIFC Courts	محاكم مركز دبي المالي العالمي
Name: HE Omar Juma Al Mheiri	الاسم: سعادة عمر جمعة المهيري
Title: Deputy Chief Justice	المنصب: نائب رئيس المحاكم
Signature:	التوقيع: