MEMORANDUM OF UNDERSTANDING	مــــذكرة تفـــاهم
Between	بین
University of Sharjah	جامعة الشارقة
جامعـــة الشـــــارقة UNIVERSITY OF SHARJAH	تامعــــــة الشـــــــارقة UNIVERSITY OF SHARJAH
And	و محاكم مركز دبي المالي العالمي
Dubai International Financial Centre Courts	محاكم مركز دبي المالي العالمي
DIFC COURTS	DIFC
For the purposes of promoting cooperation and support between the University of Sharjah 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 جامعة الشارقة 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 8 March, 2022	تاریخ 8 مارس، 2022

MEMORANDUM OF	مــــنک
UNDERSTANDING	تقــــاهم
("MOU") is made on 8 March, 2022 (the	
"Effective Date").	8مارس،2022 (تاريخ التنفيذ)،
BETWEEN:	بين:
University of Sharjah (hereafter	` '
"University"), the Main Building 11,	
city university, P. O. Box 27272	ص. ب. 27272، الشارقة، دولة الإمارات العربية
Sharjah, UAE	المتحدة، هاتف 065050195
Telephone: 95050195	بريد إلكتروني:
Email:	
Represented by HE Prof. Hamid Al	ويمثلها سعادة الأستاذ الدكتور حميد النعيمي- مدير
Naimiy, Chancellor of the University of	جامعة الشارقة
Sharjah	
And	
And	9
Dubai International Financial Centre	محاكم مركز دبى المالى العالمي (المشار إليها
Courts (hereafter 'DIFC Courts'),	اللحقاً باسم "المحاكم")؛ وعنوانها المبنى رقم 4 -
	منطقة البوابة - مركز دبي المالي العالمي صندوق
whose registered office is at Ground	بريد (211724)/ دبى، الإمارات العربية المتحدة
Floor, Building 4, The Gate District,	, , , (===+, , , , , , , , , , , , , , , , , ,
Dubai International Financial Centre,	+971 4273333 alï
PO Box 211724 Dubai, UAE	وبريد الكتروني enquiries@difccourts.ae
Telephone: +971 4 427 3333	
Email: enquiries@difccourts.ae	
Email: enquires & direcourts.ac	
Represented by HE Omar Juma Al	
Mheiri, Director of the DIFC Courts,	مركز دبي المالي العالمي، والمخول رسمياً بتوقيع
being duly authorised to sign this	هذه المذكرة بالنيابة عن محاكم مركز دبي المالي
Memorandum on behalf of the DIFC	العالمي.
Courts.	
(Each a "Party" and together the	· · · · · · · · · · · · · · · · · · ·
"Parties")	ومجتمعين بكلمة "الأطراف")
Section I. Introduction	المادة الأولى - المقدمة

WHEREAS the University of Sharjah wishes to enhance its cooperation with the different local community organizations and corporations exchange experiences and knowledge, and Whereas the university wishes to cooperate with the DIFC Courts to get benefit from their practical and judicial experience in the legal aspects and to explore the type of disputes settled by them, and since the University of Sharjah is currently in the process of establishing a Bachelor of Law in English in the College of Law, and whereas the professors in this program and its affiliated students need to see the practical aspects of the legal and judicial works in English, and

حيث ترغب جامعة الشارقة بالتعاون مع مختلف مؤسسات المجتمع المحلي لتبادل الخبرات والمعرفة وبالتعاون مع محاكم مركز دبي المالي العالمي للاستفادة من خبرتهم العملية والقضائية في النواحي القانونية ونوعية النزاعات التي تعرض عليهم، وحيث أن جامعة الشارقة حالياً بصدد إحداث بكالوريوس في القانون باللغة الإنجليزية في كلية القانون، وحيث أن أساتذة القانون في هذا البرنامج والطلبة المنتسبين له بحاجة للاطلاع على الواقع العملي والتطبيقي للأعمال القانونية والقضائية باللغة الإنجليزية،

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 هيئة 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. وتتألف هذه المحاكم من محكمة الدعاوى الصغيرة والمحكمة الابتدائية ومحكمة الاستئناف.

WHEREAS the DIFC Courts Wills Service has been established as an ancillary service under the DIFC Courts 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

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;

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 والمرتبطة 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

المادة الثانية - اتفاقات وأدوار الأطراف:

- 1. 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.
- 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
- يتعيّن 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.

both Parties and the public would benefit.	
3. This memorandum sets out the Parties' understanding of the procedures for cooperation, information exchange.	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 اطلاع المستخدمين والعامة على خدمات الأطراف، ويتم في هذا السياق تبادل وتوزيع مواد التسويق والاتصال الإعلامي ذات الصلة. على غيريارات الطلاب والوفود من جامعة الشارقة، بالإضافة إلى تسهيل طلبات المحاكمات بالإضافة إلى تسهيل طلبات المحاكمات الصورية (للأغراض الأكاديمية) وحضور الجلسات المباشرة وتدريب طلبة برنامج
3.2 The DIFC Courts will also permit student and delegation visits from the University of Sharjah, as well as facilitation of requests for mock trials (for academic purposes), to attend at live trials, and to train the students of the Bachelor of Law in English.	البكالوريوس في القانون باللغة الانجليزية. 3.3 سيتعاون الطرفان أيضًا لتشجيع الطلبات المقدمة من طلاب جامعة الشارقة فيما يتعلق ببرامج الإعارة والتدريب في محاكم مركز دبي المالي العالمي.
 3.3 Both parties will also collaborate to encourage applications by students from the University of Sharjah with regards to secondment and internship programmes at the DIFC Courts. 4. This memorandum does not 	4. لا تشكل هذه المذكرة اتفاقية أو تشريعاً، ولا
constitute a treaty or legislation and	 ٢٠. ١ تعديل عدا المحدود العاب الله المحدود الله الله الله الله الله الله الله الل

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. متطلبات تنظيمية يتم العمل بموجبها 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.
- و. يتعين على كل طرف بعد توقيع المذكرة تحديد الشخص الذي يتم التواصل معه لحل أي مشكلة والرد على الاستفسارات الناشئة خلال تنفيذ الأو امر 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.

III. GENERAL PROVISIONS

المادة الثالثة ـ مبادئ عامة

 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 1. يتطلب استخدام أي علامات تجارية أو شعارات تخص أحد الأطراف الحصول على موافقة خطية خاصة من الطرف الآخر. ولا تتيح هذا المذكرة لأي من الأطراف الحق باستخدام العلامات التجارية أو أي حقوق ملكية فكرية أخرى للطرف الآخر.

### 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 to terminate this MoU. The termination 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: University of Sharjah- College of Law Attn: Copy to: #### Copy to: Copy to:	trademarks or any other intellectual	
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 to terminate this MoU. The termination 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: University of Sharjah- College of Law Attn: Copy to: Mrs. Bahiya Al hosani Address: University of Sharjah-College of Law- M3- 2 nd Floor. Deal Contract in respect of the subject matter hereof. Mrs. Bahiya Al hosani Email: balhossani@sharjah.ac.ae balhossani@sharjah.ac.ae	-	
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Law Attn: Dean of the College of Law Copy to: Mrs. Bahiya Al hosani Address: University of Sharjah- College of Law- M3- 2 nd Floor. Email: balhossani@sharjah.ac.ae balhossani@sharjah.ac.ae	•	حامعة الشارقة
Dean of the College of Law Copy to: Mrs. Bahiya Al hosani Address: University of Sharjah- College of Law- M3- 2 nd Floor. Email: balhossani@sharjah.ac.ae balhossani@sharjah.ac.ae		3 .
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Copy to: Mrs. Bahiya Al hosani الأستاذة بهية الحوسني Address: University of Sharjah-College of Law- M3- 2 nd Floor. الطلاب 3 الطابق الثاني Email: الطلاب 3 المحتروني: balhossani@sharjah.ac.ae balhossani@sharjah.ac.ae		• #
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Mrs. Bahiya Al hosani Address: University of Sharjah- College of Law- M3- 2 nd Floor. Email: balhossani@sharjah.ac.ae Bahiya Al hosani Sharjah- Address: University of Sharjah- Bahiya Al hosani Bahiya Al hosani Sharjah- Bahiya Al hosani B	Copy to:	نسخة الى:
College of Law- M3- 2 nd Floor. Email: balhossani@sharjah.ac.ae balhossani@sharjah.ac.ae		الأستاذة بهية الحوسني
College of Law- M3- 2 nd Floor. Email: balhossani@sharjah.ac.ae balhossani@sharjah.ac.ae	Address: University of Sharjah-	العنوان: جامعة الشارقة- كلية القانون- مبنى
balhossani@sharjah.ac.ae balhossani@sharjah.ac.ae		
balhossani@sharjah.ac.ae balhossani@sharjah.ac.ae		
balhossani@sharjah.ac.ae balhossani@sharjah.ac.ae		
	Email:	بريد الكتروني:
الطرف: محاكم مركز دبي المالي العالمي	balhossani@sharjah.ac.ae	balhossani@sharjah.ac.ae
	For: DIFC Courts	الطرف: محاكم مركز دبي المالي العالمي

	7
Attn:	لعناية:
Amna Al Owais, Chief Registrar, DIFC	•
Courts	المالي العالمي
Address:	العنوان:
Ground Floor, Building 4, The Gate	مركز دبي المالي العالمي/ صندوق بريد
District, Dubai International Financial	(211724) دبي، الإمارات العربية المتحدة،
Centre, PO Box 211724 Dubai, UAE	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,	4. لا يحق لأي طرف أن يقدم تقويضاً كلياً كان
fully or partially, any rights or	أم جزئياً بأي من الحقوق أو الالتزامات
obligations in this MoU to a third	المرتبطة بهذه المذكرة إلى طرف ثالث.
party. Such assignment of this MoU	ويعتبر أي تفويض من هذا النوع باطلاً ما لم
or any of its provisions shall be	يكن مرفقاً بموافقة خطية مسبقة من الطرف
void, unless with the prior written	الأخر.
consent of the other Party.	
5. The Parties will publish the	5. ينشر الأطراف الإنجازات التي تم تحقيها
achievements of their mutual	بموجب التعاون المشترك فيما بينهم على
cooperation on their respective	مواقعهم الإلكترونية الخاصة وغيرها من
websites and in other forums open	منابر النشر المفتوحة أمام حكوماتهم والطاع
for such publicity for their	الخاص، أو على النحو المتفق عليه بين
governments and the private sector,	الأطراف من وقت لآخر؛ وذلك شريطة عدم
or as mutually agreed between the	الإدلاء بتصريحات علنية من قبل طرف واحد
Parties from time to time; provided	وفقاً لأحكام مذكرة التفاهم هذه أو فيما يتصل
that no public statements will be	بموضوعها نفسه من الطرف الأخر. ويتعهد
made by one Party pursuant to the	الأطراف بالإشارة إلى مساهمات وعمل
provisions of this MoU, or in	الطرف الآخر عند نشر معلومات بخصوص
relation to the subject matter	تعاونهم، ويتضمن ذلك (على سبيل المثال لا
thereof, without the prior written	الحصر) عرض أي طرف لشعار الطرف
consent of the other Parties. The	الأخر بالشكل الملائم.
Parties undertake to acknowledge	,
the input and work of each other	
when publishing their cooperation,	
which includes the contribution of	
the other Parties (without	
limitation) displaying the respective	
Party's logo as appropriate.	
and a rege as appropriate.	

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. اثباتاً 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:
University of Sharjah	جامعة الشارقة
Name: HE Prof Hamid Al Naimiy	الاسم: سعادة الأستاذ الدكتور حميد النعيمي
Title: Chancellor of the University	المنصب: مدير الجامعة
Signature:	التوقيع:
For and on behalf of:	لصالح وبالنيابة عن:
DIFC Courts	محاکم مرکز دیے المالی العالمی
Name: HE Omar Juma Al Mheiri	الاسم: سعادة عمر جمعة المهيري
Title: Director	المنصب: مدير المحاكم
Signature:	محاكم مركز دبي المالي العالمي الاسم: سعادة عمر جمعة المهيري المنصب: مدير المحاكم التوقيع: