



مركز دبي للتحكيم الدولي
Dubai International Arbitration Centre
An Initiative by Dubai Chamber of Commerce & Industry

MEMORANDUM OF UNDERSTANDING

Between

Dubai International Arbitration Centre

And

DIFC Dispute Resolution Authority

For Mutual Cooperation Including Enhancing the Recognition and Enforcement of DIAC Arbitration Awards by the DIFC Courts and regarding Training, Research and Development of Programmes, For the benefit of the Legal Community in the Middle East

Dated September 20, 2016

[Handwritten signatures]

This MEMORANDUM OF UNDERSTANDING ("MoU") is entered into on September 20, 2016 (the "Effective Date").

BETWEEN:

1. Dubai International Arbitration Centre ("DIAC") with headquarters at:
The Dubai Chamber of Commerce and Industry Building, 14th Floor,
Baniyas Road, Deira, P.O. Box 1457, Dubai – United Arab Emirates

And

2. DIFC Dispute Resolution Authority ("DRA") having its principal address at:
The Precinct Building 5 (South), 3rd Floor, The Gate District, DIFC, P.O. BOX.
211724, Dubai - United Arab Emirates

(Each a "**Party**" and together the "**Parties**")

I. Introduction

WHEREAS:

The **DRA** was established by Law (7) of 2014 and comprises, amongst others, the following divisions:

a) The DIFC Academy of Law (AOL), which was established in 2015 to provide quality support services to the UAE legal community. Its core functions include training and regulating lawyers, publishing and disseminating information, hosting events for the legal community, and providing free legal advice for people in need; and

b) The DIFC Courts, which form part of the legal system of the United Arab Emirates, and is an independent common law judiciary based in the Dubai International Financial Centre (DIFC) with jurisdiction governing civil and commercial disputes. The DIFC Courts consist of a Small Claims Tribunal, a Court of First Instance and a Court of Appeal.

WHEREAS:

DIAC, offers high quality arbitration and conciliation services and facilities. First created in 1994 as the "Centre for Commercial Conciliation and Arbitration", DIAC is an autonomous, permanent, non-profit institution in Dubai, and an initiative by the Dubai Chamber of Commerce and Industry.

II. PARTIES' UNDERSTANDING AND ROLES

1. Purpose and Principles: The Parties desire that the cooperation facilitated by this MOU will further enhance their mutual goals, missions and visions. To this end:

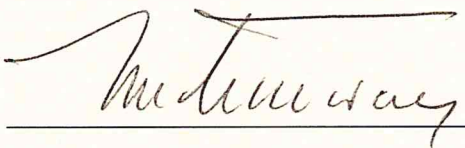


- A. The Parties have agreed to enter into this MOU in order to execute, consult, cooperate and exchange information with each other in areas of mutual interest that will further enhance their respective strategic interests and objectives, specifically:
- a. the expedited recognition, ratification and/or enforcement of DIAC arbitration awards by the DIFC Courts. For this purpose, the Parties will exchange information regarding the applicable procedures, rules, regulations and laws (including the DIFC Courts' Rules Part 45) relevant to the recognition, ratification and/or enforcement of a DIAC award by the DIFC Courts. The parties will work together to identify ways to ensure parties electing to arbitrate under the DIAC rules/deciding to include the model clause in a contract, are aware of the options available to them in Dubai when determining the seat of arbitration. In addition, the Parties will discuss with each other the possibility of amending the current DIAC rules for consideration by the Board of Trustees of DIAC to include provisions for the expedited recognition, ratification and enforcement of DIAC arbitral awards by the DIFC Courts.
 - b. research, revision of applicable laws, regulations and rules, joint training, and development of programmes for the benefit of the legal community in the Middle East. For this purpose, each Party will exchange information to help create awareness about the other Party and provide insights into their respective rules and procedures. The Parties will explore the possibility of engaging in joint marketing of their services, and consider the sharing and distribution of relevant information via the means of PR, marketing collateral and communication materials in the other Party' premises or via their respective external communication channels. The Parties will endeavour to develop closer ties and organise topical conferences and seminars, whilst also developing joint training initiatives for and by relevant staff members and arbitrators, as and when needed. The Parties will also explore the possibility of organising joint legal community knowledge sharing, awareness and networking events, including those built on outcomes showcasing the results of joint research and academic writing.
- B. The Parties desire that the cooperation facilitated by this MOU will further enhance their mutual goals, missions and visions.
- C. The Parties shall, in all circumstances, act in good faith towards one another and in the spirit of mutual cooperation in all their dealings.
- D. The Parties shall use their best endeavours to encourage, promote and facilitate cooperation among their users and/or clients, to the mutual interests of both Parties.

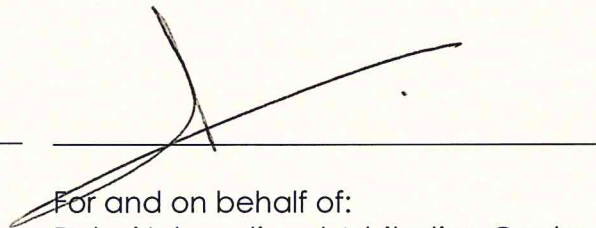
III. GENERAL PROVISIONS

1. Meetings: After the execution of this MOU, the Parties shall exercise their best efforts to further develop the working relationship. The Parties shall meet as and when is necessary in order to discuss initiatives and collaborative projects arising from the signing of this MOU.
2. Publication of Information: The Parties shall work together to publish the projects and achievements of their mutual cooperation on their respective websites and in other forums open for such publicity from the Government and the private sector, or as mutually agreed between the Parties from time to time; provided that no public statements will be made by one Party pursuant to the provisions of this MOU, or in relation to the subject matter thereof, without the prior written consent of the other Party. The Parties undertake to acknowledge the input and work of each other when publishing their projects which includes the contributions of the other Party (without limitation) displaying the Party's logo as appropriate. However, once signed, this MOU is considered a public document, and each Party is allowed to publish its contents through its usual external communication channels, including print, website, and email.
3. Scope: This document does not create any liability on either Party. It does not constitute a treaty or legislation, 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 Emirate of Dubai.

IN WITNESS WHEREOF, the duly authorised representatives of the concerned Parties have executed this MOU, on the aforementioned dates.



For and on behalf of:
DIFC Dispute Resolution Authority
Name: **Dr. Michael Hwang, SC**
Title: Head of the DIFC Dispute
Resolution Authority



For and on behalf of:
Dubai International Arbitration Centre
Name: **Dr. Habib Al Mulla**
Title: Chairman of the Board of
Trustees of DIAC