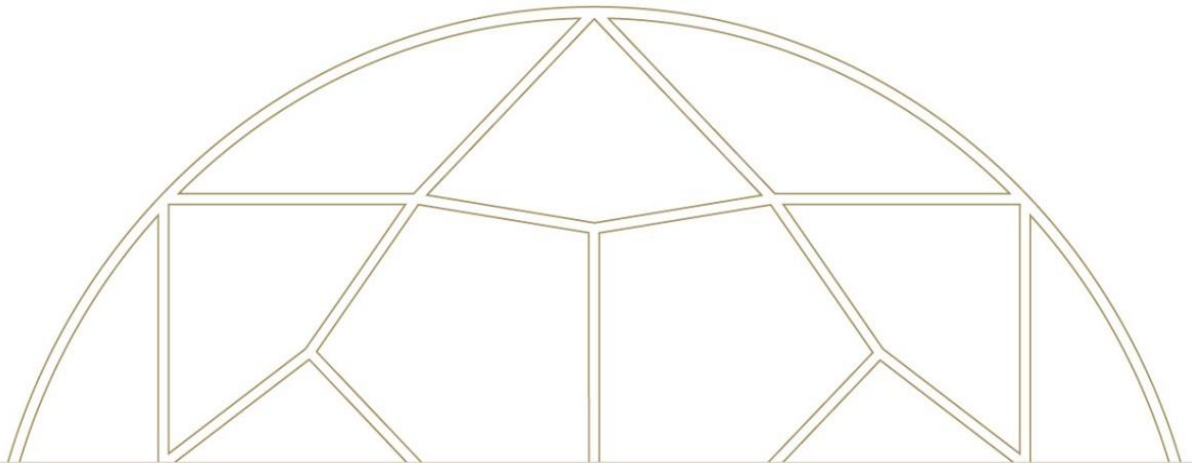




دائرة القضاء  
JUDICIAL DEPARTMENT

**Memorandum of Understanding**  
**Between**  
**Abu Dhabi Judicial Department**  
**And**  
**The Dubai International Financial Centre Courts**  
Concerning judicial cooperation



**This Memorandum of Understanding (MoU)** was made in Abu Dhabi as of 23-Rajab-1438 AH, 20 April 2017 AD, this MoU was concluded by & between:

**First Party:** The Abu Dhabi Judicial Department (ADJD), with headquarters in Abu Dhabi. P.O. Box: (84), Fax: (02/4443267), represented by H.E. Chancellor Yousef Said Al-Abri, in his capacity as Abu Dhabi Judicial Department Undersecretary.

**Second Party:** DIFC Courts, with headquarters in Dubai, P.O. Box: (211724) Abu Dhabi, Tel: (04/4273333), Fax: (04/4273330), represented by H.E. Omar Juma Al Muhairi, in his capacity as Senior Judge of DIFC Courts, acting on behalf of Michael Hwang SC, Chief Justice of DIFC Courts.

### **Introduction**

Based on the keenness of both parties in consolidating the relationship between them through the establishment of a partnership to optimize the use of the vast capacities and expertise available to both parties;

Whereas, the ADJD is the governmental entity whose mission is upholding the rule of law to safeguard rights, freedoms and security of society and achieving a just and fulfilled judgment. The ADJD supervises and coordinates the primary legal and judicial mechanisms and processes that protect individual rights and safeguard the rule of law;

Whereas, the Dubai International Financial Centre (DIFC) courts, 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;

In accordance with the vision of the ADJD of achieving excellence and effectiveness within the framework of an independent judicial system and the provision of world-class judicial services as well as what that incorporates from the need to strengthen the bonds of co-ordination and co-operation with all judicial bodies and entities with jurisdictions inside & outside the UAE;

Whereas, the vision of the DIFC Courts 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 fulfillment 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;

And based on the desire of the parties to establish co-ordination and co-operation in all fields of common interest.

The two parties have agreed to the following:

#### **Article (1)**

The previous introduction shall be considered an integral part to the MoU and shall be read and interpreted within the context of the agreement.

#### **Article (2)**

##### **MoU Objectives**

This MoU aims to achieve the following objectives:

1. Cooperation in legal, judicial, academic, scientific, research and technological fields, and working on the mutual development of human resources and capacity development, so that both parties can carry out their duties according to the agreed-upon areas of cooperation.
2. Establishment of a strategic partnership between the two parties, in order to enhance the efficiency of their joint activities, thereby facilitating procedures litigation procedures and achieving a fair and equitable judicial system.
3. Organising mechanisms of co-operation in matters of common interest.
4. Overcoming obstacles to the services jointly provided by both parties to the public.

#### **Article (3)**

##### **Scope of Application**

The purpose of this agreement is achieving mutual co-operation, rather than the amendment or repeal of any law or the requirements of the rules & regulations currently in effect. This, the two parties shall implement the provisions of this MoU without prejudice to their constitutive laws, law or legislation that is currently in effect in the UAE or any binding agreements or contracts signed by either party

#### **Article (4)**

##### **Fields of Co-operation & Basic Principles**

Within the framework of implementing the provisions of this MoU, the parties shall cooperate in the following areas:

1. Qualifying & developing human resources and exchanging expertise in legal, academic and legal research fields.
2. Organising joint training courses, research and seminars, and exchanging legal and institutional publications.
3. Exchanging expertise in the field of e-services and information technology with the aim of improving the efficiency of the judicial system (such as in e-management of claims and judicial e-announcements) and improving access to information of the courtrooms for judges and litigants (recording the hearing minutes electronically).
4. Facilitation of the procedures of judicial cooperation, particularly in terms of judgment enforcement in accordance with all applicable laws & regulations.

5. Exchanging opinions on the applicable fees for civil and commercial cases of dual jurisdiction in accordance with all applicable laws & regulations.
6. Exchanging information and opinions on judicial supervision and best internationally adopted practices.
7. Establishing the methodologies for launching educational initiatives aimed at raising public awareness of legal and judicial concepts, and increasing transparency and trust in the United Arab Emirates, the Gulf Cooperation Council and the world.
8. Joining efforts to identify Key Performance Indicators (KPIs) for both parties and outlining areas of overlap, which can be resolved by mutual agreement.
9. All other areas of interest that both parties agree upon.

#### **Article (5)**

##### **Mechanism of Implementation**

1. Both parties shall coordinate to establish of a joint committee or team that convenes once every three months at the most and whenever necessary.
2. The committee or the team shall undertake the tasks of reviewing issues of common interest, providing technical assistance and facilitating cooperation, exchange of information and training.

#### **Article (6)**

##### **Mutual Commitments**

1. Both parties shall exert all possible efforts to facilitate the success of this MoU and achievement of its objectives.
2. The implementation of this MoU shall not bind either party with any legal commitments.
3. The implementation of this MoU shall not bind either party any fees or financial commitments or fees to the other party.
4. In case expenses do exist for exchange of services provided by one party for the other under this MoU, each party shall bear the expenses of service provided by it.

#### **Article (7)**

##### **Duration of the Agreement and Expiration Date**

1. This MoU shall come into effect from the date of signing.
2. This MoU shall remain in force unless either party wishes to terminate it. However, the requesting party shall allow at least 30 days before the specified termination date comes into effect and guarantee that all the rights of the second party are preserved.
3. Amendments to this MoU are only considered in writing, following the endorsement of both parties.

## Article (8)

### Confidentiality and Publication

1. Both parties shall commit to maintaining full confidentiality with respect to this MoU, its content and addenda, as well as the data and information exchanged by its virtue.
2. Without a prior written approval of the second party, no party has the right to display this MoU in public, issue a press release stating that a memorandum of understanding or a possibility of potential cooperation exists between the two parties or publish any part of this MoU. The approval of the second party also extends to the content of such announcements and press releases.
3. The confidentiality commitment shall remain effective even if this MoU is terminated.

## Article (9)

### Communication Channels between the Parties

For the purposes of implementing the Articles of this MoU, communication between the two parties is conducted through:

#### The Abu Dhabi Judicial Department:

Competent Entity: Department of Strategic Partnerships and Social Responsibility

Tel: 6512222/02

Fax: 02/4443267

#### The DIFC Courts:

Competent Entity: The Registry at the DIFC

Tel: 04/427 3333

Fax: 04/427 3330

This MoU was originally written in Arabic and translated to English, and each party received a copy to act accordingly.

SIGNED this..... day of 20 April, 2017 by:

\_\_\_\_\_

**Yousef Saeed Al Abri**

**H.E. Chancellor and Undersecretary**

**Abu Dhabi Judicial Department**

\_\_\_\_\_

**Michael Hwang, SC**

**Chief Justice**

**DIFC Courts**