



دائرة القضاء
JUDICIAL DEPARTMENT



ABU DHABI GLOBAL MARKET COURTS
محاكم سوق أبوظبي العالمي

MEMORANDUM OF UNDERSTANDING

between

ABU DHABI JUDICIAL DEPARTMENT

and

ABU DHABI GLOBAL MARKET COURTS

concerning cooperation in legal and judicial matters

On this day 3rd of Rajab 1437AH corresponding to 10th of April 2016, in the city of Abu Dhabi, this Memorandum was entered into between:

First Party: the Judicial Department- Abu Dhabi, located in the city of Abu Dhabi, P.O. Box (84), telephone (02/4448300), fax (02/4443267), represented in execution of this Memorandum by His Excellency Chancellor Yousuf Saeed Al Abri, in his capacity as Acting Under Secretary of the Judicial Department and His Excellency Counsel Ali Al Shaer Al Dhaheri, in his capacity as Director of Judicial Inspection Division.

Second Party: Abu Dhabi Global Market Courts, located in Abu Dhabi Global Market building, Abu Dhabi Global Market Square, Al Maryah island, Abu Dhabi, P.O. Box (111999) Abu Dhabi, represented in execution of this Memorandum by the Honorable Lord David Hope, in his capacity as Chief Justice of Abu Dhabi Global Market Courts and His Excellency Ahmed Ali Al Sayegh, Chairman of Abu Dhabi Global Market.

Preamble

Out of the parties' concern to foster and enhance their relationships through the creation of an understanding partnership that achieves the maximum benefit from the huge capabilities and experiences available for both parties,

Whereas the Judicial Department is the government authority responsible for judicial matters in the Emirate of Abu Dhabi and is considered a leading authority in the field of courts and has achieved huge steps and tremendous achievements in the automation of the judicial work,

Whereas Abu Dhabi Global Market Courts are established under Law No. (4) of 2013 Concerning Abu Dhabi Global Market and have an independent judicial system and comply with the highest levels of judicial performance,

Whereas in consistency with the vision of the Judicial Department which is based on excellence and efficiency in an independent judicial system and provision of judicial services with global quality, and the requirements thereof represented in supporting the coordination and cooperation ties with all the judicial authorities and the authorities within the jurisdiction and outside the State,

Whereas the vision of Abu Dhabi Global Market Courts is to establish and manage a worldwide judicial system which is dependable and can be accessed with efficiency and integrity, with full compliance with the law for the performance of their legal function. Furthermore, their mission is to adhere to the principles of integrity, justice and prompt provision of equal justice pursuant to the law through the best international practice.

Therefore, the parties agreed as follows:

Clause (1)

The above preamble shall be an integral part of and shall be read and interpreted with this Memorandum.

Clause (2)

Objectives of the Memorandum

This Memorandum aims at achieving the following objectives:

1. To cooperate in the legal, judicial, academic, scientific, research and technological fields, and to work on the development of human resources and the development of capabilities in order for both parties to be able to fulfill their duties pursuant to the agreed cooperation fields.
2. To establish a strategic partnership between the parties in a way that guarantees promotion of the efficiency of common work between them and accordingly achieves facilitation of litigation procedures and the objective of absolute fair judiciary.
3. To organize the ways of cooperation in matters of common interest.
4. To overcome the obstacles which face the provision of services which both parties jointly provide to the public in one way or another.
5. To seek integrity, efficiency and financial stability of banking institutions organized in Abu Dhabi and in Abu Dhabi Global Market through the creation of an environment that prevents exposure to fraud, money laundering and other criminal activities.

Clause (3)

Application of the Laws

The purpose of this Agreement is reciprocal cooperation and not the amendment or revocation of any law or applicable regulatory requirements. Therefore the parties shall perform this Memorandum without breaching their constitutional laws or any law or legislation applicable in the State or any other agreements or contracts binding on either of them.

Clause (4)

Scopes of Cooperation and the Main Principles of the Memorandum

Within the scope of performance of the provisions of this Memorandum, the parties shall cooperate and coordinate between them in the following fields:

1. Qualification, development and exchange of experience in the field of and human resources, and exchange of experience in the legal, academic, and legal research fields.

2. Holding training courses and common research and study groups, and exchange of legal and institutional releases.
3. Exchange of experiences in the fields of electronic services and information technology to enhance the efficiency of the judicial system (for example: electronic case management and electronic judicial declarations), and improvement of the ways of access to information in the courtroom for judges and litigants (recording the minutes of hearings electronically).
4. Facilitation of the judicial cooperation procedures by both parties, specifically with respect to the procedures of recognition and reciprocal enforcement of certified judgments, decisions, orders and arbitration awards in a manner that does not contradict the laws regulating the same.
5. Exchange of opinions concerning civil and commercial case fees in cases with double jurisdiction, in a manner that does not contradict with the laws regulating the same.
6. Exchange of information and opinions on judicial supervision and the best practices applied internationally.
7. Finding a method for utilizing initiatives for awareness and education to enhance the legal and judicial concepts of the public and to increase transparency and confidence in the Emirates, the GCC and the entire world.
8. To cooperate in identifying the main performance indicators for both parties and identifying the aspects of integration that can be resolved by mutual agreement.
9. Any other fields agreed between the parties.

Clause (5)

Performance Mechanism

1. The parties shall coordinate to form a common committee or a work team between them that shall meet as necessary.
2. The committee or work team shall consider cases of common interest, provide technical assistance and cooperate in exchanging information and trainings.

Clause (6)

Mutual Obligations

1. The parties shall provide all possible facilities which lead to the success and achievement of the objectives of this Memorandum.

2. Performance of this Memorandum shall not create any legal obligations on the parties.
3. Performance of this Memorandum shall not create any financial obligations, fees or charges on either party to the other.
4. In the case of financial expenses in consideration of provision of the services provided by either party to the other under this Memorandum, each party shall be liable for the expenses of the service provided by it.

Clause (7)

Term and Expiry of the Agreement

1. This Memorandum shall come into force upon execution by both parties.
2. This Memorandum shall remain valid, unless either party notifies the other of its wish to terminate it at least thirty days prior to the date of termination, with reservation of all the rights of the other party.
3. No amendment shall be valid unless it is made in writing and is signed by both parties.

Clause (8)

Confidentiality and Publication

1. The parties shall maintain the strict confidentiality of this Memorandum and its content and annexes and the details and information exchanged between them.
2. Neither party may, without obtaining the prior written approval of the other party, reveal this Memorandum to the public or issue a press release or a release in any other media in relation to the existence of the agreement of understanding on the proposed cooperation or any of its contents; and the other party's approval shall include the content of such releases or advertisements.
3. Termination of this Agreement shall not affect the obligation of confidentiality of the information and it shall be adhered to at all times.



Clause (9)

Communication Channels between the parties

For the purposes of performance of this Memorandum, the communication channels between the parties shall be as follows:

As to the Judicial Department- Abu Dhabi

Name: Khulood Abdel Kader

Title: Director of Partnership and Social Responsibility Department

Work Telephone: 02-651 2123

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As to Abu Dhabi Global Market Courts

Name: Abdul Rahman Al Mazrouei

Title: Assistant Director of Public Relations and Protocol

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This Memorandum is made in two copies, in Arabic; each party received one copy to act upon it.

First Party

The Judicial Department- Abu Dhabi

His Excellency Judge Yousuf Saeed Al Abri

Acting Attorney for the Judicial Department

[signed and stamped]

Second Party

Abu Dhabi Global Market Courts

Honorable Lord David Hope

Chief Justice of Abu Dhabi Global Market Courts

[signed and stamped]

His Excellency Ahmed Ali Al Sayegh

Chairman of Abu Dhabi Global Market

[signed]