



دائرة الأراضي والأموال
Land Department



**Agreement
on Enhancing Mutual Cooperation and Promotion for
Customer Happiness**

By and between



دائرة الأراضي والأموال
Land Department



No. () of 2019

Agreement

on Enhancing Mutual Cooperation and Promotion for Customer Happiness

This Memo of Understanding (MoU) has been made and entered into by and between:

1) Dubai Land Department (DLD)

Address: Dubai – UAE – Deira – Bani Yas Road – P.O. Box: 1166 Dubai.

Represented in signing this Agreement by **HE/ Majida Ali Rashid in her capacity as the CEO of Real Estate Promotion and Investment Management Sector at DLD** (Hereinafter referred to as the “**First Party**”)

2) Dubai International Financial Centre Courts (DIFC Courts)

Address: Dubai – P.O. Box 211724 – UAE.

Represented in signing this Agreement by **HE/ Omar Al Muhairi DIFC Courts Deputy Chief Justice** (Hereinafter referred to as the “**Second Party**”)

General Preview on the Memo of Understanding: (Preamble)

- 1. Whereas Dubai Land Department (DLD)**, is one of Dubai local government departments that has been established on 1960 as the Emirate department concerned with the organization, registration and promotion of the real estate investment for the sake of providing a world class real estate environment that shall attract investments, achieve the government strategic objectives in the field of real estates, pace up with the latest international system in the field of real estate registration, boost the efficiency of real estate control and organization and

encourage the real estate investment by providing a suitable climate for the real estate investors and planning an integrated strategy for real estate development in the Emirate to get it to an international level by taking up the following tasks and authorities:

- Laying down the policies and strategic plans related to implementing Dubai strategy on developing and organizing the real estate sector in the Emirate and following up the implementation thereof.
- Boosting the real estate investment by providing the information and data to investors about the investment opportunities in the real estate sector in the Emirate.
- Propagating and promoting real estate inside and outside the Emirate through organizing and participating in the local, regional and international real estate conferences, events and exhibitions.
- Proposing the necessary initiatives and policies that aim at achieving DLD objectives and specifically those related to promoting and investing in real estates in the Emirate.
- Registering real estate using the latest up-to-date real estate registration systems in DLD that pace up with the latest global systems in the field.
- Organizing real estates by laying down the rules and regulations organizing the guarantee accounts for the implementation of the real estate projects, real estate brokers and ownership.
- Preparing and issuing real estate reports and studies on the real estate market and introducing the same, in addition to issuing circulars and data to serve such studies, and provide the decision-makers with the results thereof to make use of the same in laying down and implementing the government policies and programs.

- Providing information and data to investors about the real estate investment opportunities available in the Emirate.
- Providing specialized real estate consultancies for real estate developers, brokers, investors and others.
- Organizing real estate seminars, workshops and conference that aim to discuss the issues related to the real estate market and suggesting the suitable solutions for them.

2. Whereas DIFC Courts are an integral part of the judicial system in the UAE. It is an independent authority headquartered in Dubai International Financial Centre (and its authorities include considering the civil and commercial disputes. DIFC Courts comprises of Small Claims Tribunal (SCT), Court of First Instance and Court of Appeal). It has been established upon the will of Both Parties to allow DIFC Courts to provide an effective independent judicial system that has the authority to execute the judicial systems and order issued by it, and those related to wills so as to contribute to the provision of a high level judicial service. DIFC Wills Service Centre is a mutual initiative between Government of Dubai and DIFC Courts, which grants the Non-Muslim residents and investors in Dubai to secure their assets and the future of their families through the recognized Wills Law. DIFC Wills Service Centre has been established according to the resolution No. 4 of 2014 issued by HH Sheikh Maktoum Bin Mohammed Bin Rashid Al Maktoum, DIFC Chairman, enhanced by Dubai Law No. 15 of 2017 issued by HH Sheikh Mohammed Bin Rashid Al Maktoum, UAE Vice President, Prime Minister and Ruler of Dubai, regulating inheritance, wills and probate for non Muslims. The Centre provides the maximum legal assurances for asset holders in Dubai regarding the distribution of assets by registering their wills according to their



wish. It is the first Centre in the Middle East and North Africa (MENA) region to allow for the registration of wills in English, by virtue of an internationally recognized legal framework. The Centre provides its services as an integrated unit, as it ensures the direct registration of wills in the Non-Muslims Wills Register in DIFC Courts, and dealing with all the complaints related to the registered wills. It further gives the qualified individuals the option of registering different types of wills based on the assets they wish to cover.

3. Whereas Both Parties wish to enhance the cooperation between them and the mutual promotion for ensuring Customer Happiness according to the provisions hereof.
4. **As part of the previous mutual understandings between Both Parties and stemming from the vision of the wise leadership and the State strategic directives, by way of enhancing and boosting the cooperation and coordination between DLD and DIFC Courts and based on the belief of Both Parties in deeply rooting their partnership in the real estate market, so as to display the benefits of DIFC Courts for the real estate investors in Dubai specifically and for Dubai achievements in general so as to achieve the strategic objectives of Both Parties.**

Now therefore, Both Parties agreed to conclude the Agreement hereof and to put the general framework of work between them as follows:

Article (1)

The above Preamble shall be an inseparable part hereof and shall be interpreted herewith.

Article (2)



Both Parties shall cooperate in all possible ways to support and develop the cooperation in this field and to enhance the partnership among Both Parties to achieve the objectives of the Agreement hereof.

Article (3)

Fields of Boosting Mutual Cooperation and Promotion for Customer Happiness

1. This Agreement aims at enhancing confidence in Dubai real estate sector by providing the suitable, elite and balanced investment environment and to highlight the advantages and features of DIFC Courts in Dubai real estate market and the real estate projects by organizing the exhibitions and taking part in the international and regional conferences and exhibitions.
2. The achievement of mutual benefits by drawing the frame and limits of the cooperation relations between Both Parties.
3. The common work to enhance the performance of operations, simplify the procedures and developing and promoting the customer services.
4. The continuous communication among Both Parties to achieve their common interests which in turn would be for the best interest of Dubai.
5. The exchange of institutional knowledge, experiences and experiments at all levels.
6. The exchange of ideas, information and studies related to the specialties and scope of work of Both Parties.
7. The coordination of efforts between Both Parties for the sake of executing the common projects and enhancing the common initiatives in the fields of corporate responsibility and sustainability.



8. Benefiting from the acquired experiences of the First Party to add on the capabilities of the Second Party's employees regarding the concepts and practices of corporate responsibility and sustainability.
9. Building effective relations of cooperation between Both Parties to achieve their mutual strategic objectives.
10. The cooperation between Both Parties for supporting the initiatives that would in turn support the UAE investments abroad.
11. The organization of mutual meetings, seminars and conferences, to which all the commercial entities and companies concerned with the investment in Dubai shall be invited. Such shall aim at promoting investments, laying down the organizing laws, and highlighting the advantages and features of DIFC Courts in the countries that shall host such real estate investment meetings, seminars and conferences, in line with the UAE and Dubai objectives by the mutual propagation to ensure Customer Happiness.

Article (4)

All notices and communications according to the Agreement hereof shall be in writing and shall be sent to the following addresses of Both Parties or to any other addresses specified by the Parties from time to time. Notices may be delivered by hand, fax, registered email or express mail against a written confirmation of receipt.

Email:
If Sent to the Head of the Corporate Partnerships Department - DLD
P.O. Box: 1166- Dubai
Email: partnership@dubailand.gov.ae

Name: Amna Sultan Al Owais, Chief Registrar, DIFC Courts
P.O. Box: 211724 – Dubai
Email: amna.alowais@difccourts.ae

Article 5: General Terms and Conditions:

The Agreement hereof shall not include any legal obligations or material burdens on Both Parties or to the amendment or cancellation of any of the laws, regulation and decisions applicable by Both Parties and it shall not affect any of the measures taken or imposed by virtue of the memos of understandings and other agreements.

- 5-1. The First Party may enter into agreements with any Third Party regarding the subject of the Agreement hereof without any objection by the Second Party.
- 5-2. The Agreement hereof shall not give the Second Party an exclusive right in providing the research services for the First Party as stated in the Agreement hereof.
- 5-3. The First and Second Parties shall deal as independent contracting Parties and none of them may be entitled to bind the other Party before any Third Party in any way being a representative of the Other Party, except as agreed in writing by and between Both Parties.
- 5-4. In the event of any disputes arising out of the interpretation or implementation of the Articles of the Agreement hereof, Both Parties shall seek to amicably settle the same.
- 5-5. This Agreement has been executed in two counterparts, one in Arabic and another in English, in case of any conflict between them, the Arabic version shall supersede. Each Party has been handed over a copy to act upon.

5-6. This Agreement shall come into effect as of the date it is signed and shall be valid for two years, and may be renewed for similar term or terms, unless one of the Parties informs the other of its wish to terminate the Agreement thirty (30) days before the date of termination.

Article (6) Agreement Termination:

Any of the Parties may terminate the Agreement hereof any time after sending a notice to the Other Party of the same, and the Notice Period may not be less than thirty (30) days.

Article (7) Confidentiality of Information:

7-1 The Second Party shall maintain the confidentiality of all the information, data, documents and the other papers related to the First Party during the subject of the Agreement or following the completion of the same. The Second Party hereby pledges not to disclose the contents hereof to any Third Party without the prior written consent of the First Party.

7-2 Both parties agreed that the “Confidential Information” shall mean any private information that belong to any of the Parties and that are not in the public domain, including without limitation; the studies, researches, business plans, real estate products and data, specification, documents, rules and procedures, offers and product lines, methods of work, jobs, products and services, information on customers and markets, the analyses of competition, data bases, forms, methodologies, applications, developments, inventions, operation, designs, drawings, forms, engineering information, marketing or funding.

7-3 Both Parties agreed to maintain the confidentiality of the Other Party’s information and data, with the following exceptions:

7-3-1 The issuance of a resolution by any of the judicial or supreme government authorities.

7-3-2 If such information became publicly known without the intervention of any of its Parties in the same.

7-3-3 In the event of the disclosure and development of information by any Third Party without the intervention of any of the Parties to the Agreement hereof.

Article (8)

This Agreement may be terminated anytime as follows:

- 1) In the event that any of its Parties informs the other of its wish to terminate the Agreement hereof one month before the date of termination.
- 2) The Party that wishes to terminate the Agreement for any of the reasons stated herein shall inform the Other Party of its wish to terminate the Agreement by means of a written notice stating the reasons for termination at least one month before the time specified for termination, so that the Other Party shall do its best to remove such reasons that led to the decision of termination or to object to the same in writing within fifteen (15) days as of the date the notice is received.
- 3) In all cases, the early termination hereof may not have any adverse effects on any of the Parties.

In witness hereof, Both Parties have duly concluded the Agreement hereof in Dubai – UAE.

First Party

Second Party

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HE/ Sultan Butti Bin Mejren

HE Justice Omar Al Muhairi

Director General of

Deputy Chief Justice

DIFC Courts

Dubai Land Department (DLD)