
MEMORANDUM OF UNDERSTANDING

Between

DIFC Dispute Resolution Authority (DRA)

And

Dubai Healthcare City Authority (DHCA)

For the purposes of cooperation between the DHCA and the DRA, promoting cooperation to support DHCA's position as a preeminent hub for healthcare, including enhancing the use of the DRA and its divisions' services.

Dated 30th January 2018

This Memorandum of Understanding (“**MoU**”) is made on the 30th day of January 2018 (the “**Effective Date**”).

Between:

- I. **The Dubai Healthcare City Authority** (hereafter “**DHCA**”), established pursuant to law No. 9 of 2011 , whose registered office is at Dubai Healthcare City, Bulding 14, UAE, represented by **Dr Ramadan AlBlooshi** in his capacity as CEO of the Dubai Healthcare City Authority – Regulatory Sector DHCR, having the full power and authority to sign this document on its behalf; and
- II. **Dispute Resolution Authority** (hereafter “**DRA**”), an authority in the Dubai International Financial Centre (hereafter “**DIFC**”) duly incorporated by Dubai Law No. (7) of 2014, whose registered office is at P.O. Box 211724, Dubai International Financial Centre, Dubai, United Arab Emirates, email: info@dra.ae, represented by **Mark Beer** in his capacity as CEO of the DRA , having the full power and authority to sign this document on its behalf.

Each a “**Party**” and together the “**Parties**.”

Recitals

- A. The **DHCA** was established pursuant to the Dubai law No. 9 of 2011 Concerting Dubai Healthcare City. It is the authority tasked with supervising Dubai Healthcare City free zone (“**DHCC**”), overseeing its general performance and coordinating its work. It is also responsible for formulating and monitoring the implementation of operational and healthcare strategy and approving legislation, policies and programmes applicable within DHCC.



- B. The **DRA** is a platform for delivering legal excellence in the Middle East and the gateway to a suite of services available to businesses operating both within and outside the DIFC. Established in 2014, the DRA is the third body of the DIFC, alongside the DIFC Authority and the Dubai Financial Services Authority. The DRA itself currently incorporates four divisions: the DIFC Courts – Dubai’s established English-language and independent commercial common law judicial system (hereafter “**DIFC Courts**”); the Dubai Arbitration Institute (hereafter “**DAI/DIFC-LCIA**”); the DIFC Wills Service Centre (hereafter “**WSC**”); and the Academy of Law (hereafter “**Academy**”). The flexible structure of the DRA means new divisions and initiatives can be seamlessly incorporated over time. The divisions of the DRA work in partnership to provide businesses with unparalleled choice in relation to the resolution of their commercial disputes, the development of legal talent and to the protection of individuals investing or residing in Dubai. Together and in co-operation, the divisions of the DRA are supporting the Dubai Plan 2021 and UAE Vision 2021.
- C. The strategic partnership evidenced by this MoU between the Parties has the following purposes:
- i. The Parties agree to co-operate on the basis of this MoU to develop relationships and enhance co-operation, in respect of the Parties’ objective to advance present and future initiatives and/ or the purposes of promoting both Parties’ services and technical expertise;
 - ii. Outlining the scope and delivery of certain professional services, including those offered by the DHCA and the DRA entities, with the aim of contributing to the fulfillment of the UAE Vision 2021;
 - iii. The Parties agree to apply the highest international standards in cooperating in a manner, which will further strengthen the economy of the UAE, promote trust of both



- investors and patients in the judiciary and complaints system, and support the cause of justice. The Parties are committed to assist the realisation of any federal or local initiative to this effect.
- iv. The Parties desire that the co-operation facilitated by this MOU will further enhance their mutual goals, missions and visions.
 - v. The Parties shall, in all circumstances, act in good faith towards one another and in the spirit of mutual co-operation in all their dealings.
 - vi. The Parties shall use their best endeavours to encourage, promote and facilitate co-operation among their users and/or clients, to the mutual interests of both Parties.

NOW IT IS THEREFORE AGREED AS FOLLOWS:

1. Integration

1.1 The preamble and clauses of this MoU shall form an integral part of this MoU.

2. Term

2.1 The Parties are entering this MoU for a period of three (3) years from the Effective Date, to be renewed automatically for similar period(s) unless terminated earlier pursuant to Clause 5 (“**Term**”).

2.2 The Parties may at any time agree to extend the Term for any period agreed in writing by the Parties.

3. Co-operation of the Parties

The Parties agree to work together to advance common initiatives and develop their collaborative work by:

- 3.1 Identifying synergies between the work being done by each Party in relation to their respective services and mandates, and finding ways in which that work might be conjoined or synthesised for greater domestic and regional impact;
- 3.2 Endeavour to develop closer ties, by conducting joint activities, such as training and development programmes for and by relevant staff members, organise topical conferences and seminars, international outreach programmes, publications, etc;
- 3.3 Research and revision of applicable regulations and rules, collaborate to draft the necessary revisions to the current legislation for consideration, and explore the possibility of organising joint legal community knowledge sharing, awareness and networking events in relation to their respective rules and procedures;
- 3.4 Exploring possible relationships with other institutions which may partake in our common initiatives;
- 3.5 Exchange information to help create awareness about the other Party and provide insights into their respective rules and procedures, explore joint marketing of their respective 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;



- 3.6 Develop mechanisms allowing the companies operating in DHCA to use the DRA and its divisions, thereby mutually benefitting the parties, attracting investment and contributing to the realisation of the UAE Government Vision 2021. To this end, promote the access to the DIFC Courts as a jurisdiction for managing and settling disputes in line with all applicable UAE federal and local laws, and subject to a written contract that explicitly and clearly opts in to the jurisdiction of the DIFC Courts;
- 3.7 Allowing DHCA to freely elect to use and promote the use of DIFC laws and DIFC-LCIA arbitration centre;
- 3.8 Access for DHCA to the Small Claims Tribunal (“SCT”) of the DIFC Courts, specifically greater co-operation between the respective dispute resolution and mediation services provided by DHCA and DRA;
- 3.9 DHCA and DIFC Courts will work together on video and FB Live content where feasible;
- 3.10 DHCA and DIFC Courts will hold workshops to focus on SCT and pro bono;
- 3.11 Access to the services of the Academy, in relation to legal education;
- 3.12 Development of innovative solutions to support the shared objectives of the Parties, including the use of *smart* technology and best practices in business and customer service excellence;
- 3.13 DHCA will assess the feasibility of permitting the DRA to market other services as appropriate.

4. 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.

5. Termination

5.1 Any Party may terminate this MoU at any time after giving 60 days' prior written notice to the other Party.

5.2 Upon termination of this MoU, each Party shall:

- i. return to a disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
- ii. erase any Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and certify in writing to the other Party that it has complied with the requirements of this Clause, except where a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law. The provisions of this Clause shall continue to apply to any such documents and materials retained by a recipient Party.



5.3 The provisions of this Clause shall survive for a period of two (2) years from the date of termination or expiry of this MoU.

6. Funding

6.1 The Parties will each bear their own costs in relation to the collaboration envisaged by this MoU.

6.2 If the Parties subsequently secure funding for an element of the activities envisaged by this MoU, and part of that funding is intended to be passed to the other Party, a written, binding agreement will be executed to govern the activity in question.

6.3 For the avoidance of doubt, under no circumstances will a Party be liable to another Party for costs and expenses incurred by it, unless explicitly agreed in a written form.

7. Notices

7.1 Any notice to be given by one Party to another, pursuant to this MoU, shall be in writing and addressed to the other Party at that address as set out at the beginning of this MoU.

7.2 For the purposes of this Clause, a notice shall be deemed valid if delivered:

- i. by hand, whereupon receipt will be deemed upon delivery; or
- ii. by courier, whereupon receipt will be deemed upon the signing of the receipt by the addressee;
- iii. by email or scanned and sent by email, when confirmation of the email transmission has been recorded by the sender's email client (subject to a print out of the scan being able to show a legible scanned document).

8. Entire Agreement and Variation

8.1 This MoU constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this MoU.

8.2 The Parties hereby declare that they have the proper authority, corporate approval, regulatory approvals and/or licenses from the competent authorities required to enter into this MoU.

8.3 This MoU may be varied or amended subject to terms mutually agreed in writing by the Parties.

8.4 This document is a statement of intention and does not create any binding legal obligations to the Parties. 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.

8.5 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party as the agent of another Party or an exclusive representative thereof, nor authorise any of the Parties to make or enter into any commitments for, or on behalf, of another Party.

8.6 If any provision of this MoU is wholly or partially void, invalid or ineffective, this circumstance does not affect the validity and effectiveness of the remaining provisions. The void, invalid, ineffective provision will be replaced by that valid and effective provision that is deemed to most closely fulfill the purpose of the original.

8.7 In the event of a dispute arising out of, or in connection with the implementation of this MoU, the Parties shall resolve it amicably.

8.8 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. The Parties will publish the achievements of their mutual cooperation on their respective websites and in other forums open for such publicity for their governments 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 cooperation, which includes the contributions of the other Party (without limitation) displaying the Party's respective logo's, as appropriate.



This MoU has been hereby agreed and signed between the Parties on 30th January 2018 in two (2) two original copies by:

For and on behalf of the DHCA

Signature:

Dr. Ramadan AlBlooshi

CEO of the Dubai Healthcare City Authority - Regulatory

For and on behalf of the DRA

Signature:

Mark Beer, OBE

CEO of the Dispute Resolution Authority