**Memorandum of Understanding No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

It is on the day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, that this Memorandum of Understanding (MOU) has taken

place between:

**1. PARTIES OF THE AGREEMENT**

**First Party**

**Juridical entity** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, establishment type \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, license no

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, object of activity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, head oﬃce address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

emirate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, P.O. Box \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, head oﬃce e-mail

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, head oﬃce phone no \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

**Legally represented by** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , citizen of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, legitimated with ID /

Passport number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, expiry date \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_, e-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

mobile no \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Second party**

**Juridical entity** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, establishment type \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, license no

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, object of activity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, head oﬃce address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

emirate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, P.O. Box \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, head oﬃce e-mail

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, head oﬃce phone no \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

**Legally represented by** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, citizen of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

legitimated with ID / Passport number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, expiry date \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_, e-

mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, mobile no \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. OBJECT OF AGREEMENT**

This Memorandum of Understanding constitutes the complete agreement between the Contractor and the Consultant, superseding all prior or contemporaneous communications, agreements, and understandings between the parties, and this Memorandum of Understanding may be amended only by a subsequent written addendum fully executed by both the Contractor and the Consultant.

The parties have agreed herein with the performance of their activities, to cooperate in completing the aims and objectives of this Project

The Project and its main objective under herein Memorandum of Understanding consists in:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The purpose of this Memorandum of Understanding is to provide a framework, the scope of work, terms and conditions, responsibilities of the parties associated with their work on the Project, as mentioned upfront in details that Parties have agreed upon as being applicable.

**3. TERMS AND CONDITIONS**

The parties desire and wish that this document will create a manner of a formal agreement as a result of their understanding, but also an agreement between them to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an eﬀective and eﬃcient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Project. The Contractor acknowledges that it shall not have any power to bind the Consultant into exclusivity terms and the Contractor can engage diﬀerent Agreements with other Parties and vice versa.

**First Party**

The Consultant shall devote its best eﬀorts to diligently complete its performance activity as required by the Contractor and vice versa;

The Consultant will receive all entitled promotional materials, as required for completing its responsibility under this Project and vice versa;

The primary purpose of the Consultant is to perform its activities and responsibilities related to this Project within the rules and regulations of United Arab Emirates or any other jurisdiction that might apply, even if this shall be subject of International Treaties Regulations between States;

The Consultant shall satisfy its obligation to devote its best eﬀorts to this Agreement by performing all the following activities:

 The Consultant will spend the necessary time in order to complete the reviewing of the Project details and will guarantee under this Memorandum of Understanding its high performance in order to complete all the objectives;

 The Consultant will promptly complete its responsibilities related to the Project of this Memorandum of Understanding;

 The Consultant will promptly advise the Contractor of any commercial transaction amendments as stipulated under the Federal Law no. 18 of 1993 ‘Commercial

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Transactions’ and Federal Law no.10 of 2007 concerning ‘Commercial Companies’ related to the appliance of the objectives of this Project and vice versa;

 The Consultant shall keep the Contractor informed of the general activities of the Consultant on behalf of the Contractor and shall reply to e-mail correspondence or other e-mail communications from the Contractor to the Consultant and vice versa;

 The Parties shall use for immediate correspondence the formal e-mails noted into herein Memorandum of Understanding.

**Second Party**

The role of the Contractor is to properly support the necessary documentation for the Consultant to facilitate the application of the objectives under this Project. The Contractor shall satisfy its obligation to devote its best eﬀorts to this Agreement by performing all the following activities:

 The Contractor shall be responsible for supplying proper, real and valid license of its activities under this Project, same as the Consultant. This includes information about its status, as well as any documents that are relevant to complete the object of this Memorandum of Understanding. The Consultant needs this information in order to provide to its clientele or to the entitled Authorities Control;

 The Contractor should be truthful and cooperative with the Consultant. To be honest about all aspects stipulated in the documentation provided and being willing to work with the Consultant in order to develop the best strategy in achieving their goals and interests;

 The Contractor shall abide by the Consultant legal instruction in applying the right jurisdiction and vice versa;

 The Contractor shall inform the Consultant and his team accordingly about all details related to this Project and shall assume consequences if any information is not viral, same as the Consultant;

 The Contractor shall complete the monthly payments, existing fees or expenses, in accordance with the terms of the Agreement;

 The Parties shall use for immediate correspondence the formal e-mails stipulated into herein Memorandum of Understanding;

 The Contractor and Consultant should keep the communications confidential. The parties cannot disclose the contents of these communications to anyone else without their written consent.

**4. COMMUNICATION STRATEGY**

Marketing of the Project should always be consistent with the aims of the Project and only undertaken with the express written agreement of both Parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be

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adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

**5. CONFIDENTIALITY**

All data mentioned into this agreement shall be held in strict confidence by the parties and will not be disclosed or used by the parties except to the extent that such disclosure or use is reasonably necessary to the performance of completing the objectives of this Project under herein Memorandum of Understanding. The obligations of confidentiality will extend for a period of three years after termination or expiration of this Memorandum of Understanding, not applying to data that is independently developed by parties and this data becoming a public domain.

Nothing in this section shall be imposed to limit the disclosure by the Consultant of any information necessary to the services related and other actions related into this Memorandum of Understanding, where such disclosures are made in good faith in the function of this Memorandum of Understanding.

**6. PROFITS & COMMISSIONS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7. TRADEMARKS AND TRADE NAMES**

The Consultant acknowledges that the Contractor has a proprietary interest in its trademarks and trade names. The Consultant shall make no other use of the foregoing trademarks and trade names without the Contractor's prior written consent and vice versa.

**Intellectual Property and Patents.** The Contractor acknowledges that the Consultant will retain the rights to all of its Intellectual Property and Patents in this Memorandum of Understanding and will take reasonable steps to prevent the abuse of those rights, unless their usage is necessary for completing the objectives of the Project and vice versa.

**Non-Assignment or Transfer.** The Contractor is entering into this Memorandum of Understanding, specifically with the Consultant because of the knowledge and abilities of the Consultant with respect to the United Arab Emirates Commercial Law and the common business activity. Accordingly, the Consultant will not assign or transfer its rights and will not delegate its duties to any other Party without the prior express written consent of the Contractor and vice versa.

**Waiver or Breach.** Any failure of the Parties to require or exact full and complete compliance as to any of the covenants or conditions set forth herein shall not, in any

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manner be construed as changing the terms hereof or from precluding the Parties from hereafter fully enforcing all the provisions hereof.

**8. INDEMNITY**

The Parties agree to indemnify and hold its oﬃcers, agents, and employees harmless from any loss, cost, defense expenses (including all attorneys’ fees), damage or bodily injury (including death) of whatsoever kind of nature arising out of or incidental to the performance of this Memorandum of Association occasioned in whole or in part by any action or omission of one of the Parties herein.

**9. RULES AND REGULATIONS**

The validity, interpretation, and performance of this Memorandum of Understanding shall be controlled by and construed under the local laws and regulations, if none of the International Treaties between the parties’ states has regulating appliance under this Project. In the event any provision of this Memorandum of Understanding is hereafter adjudged to be, for any reason, invalid or unenforceable, that provision shall be treated as null and the remaining provisions shall remain in full force and eﬀect.

The contractual relationship in the United Arab Emirates is regulated by the UAE Commercial Code and UAE Civil Code, services related to business and commercial transactions.

Art. 246 of the UAE Civil Code clearly states that a contract must be performed in accordance with its contents and in a manner consistent with the requirements of good faith.

**10. DISPUTE RESOLUTION**

The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated in an attempt to resolve any and all issues between the Parties.

**11. FORCE MAJEURE**

To the extent that any Party is unable, wholly or in part, by reason of Force Majeure to carry out any obligation under this Memorandum of Understanding, the obligation shall be suspended so far as it is directly aﬀected by such Force Majeure during the continuance thereof, provided that the Party concerned shall:

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Give the other party written notice of such Force Majeure with reasonably full particulars thereof and, insofar as known, the probable extent to which it will be unable to perform or be delayed in performing such obligation;

Use reasonable eﬀorts to remove such Force Majeure or its eﬀects as quickly as possible.

**12. AGREEMENT DURATION/AVAILABILITY**

The Law also provides provisions for the termination of the contractual relationships.

Art. 267 of the UAE Civil Code states that 'if a contract is valid and binding, it shall not be permissible for either of the contracting parties to reside from it, or vary or cancel it, save by mutual consent or an order of the court, or under a provision of the law'.

This Memorandum of Understanding shall remain in eﬀect for a term of two years from the original eﬀective date herein stated, and thereafter shall be automatically renewed for a one-year period.

This Memorandum of Understanding may be terminated at any time, by either party hereto, upon the giving of a formal e-mail or written notice of termination.

Upon expiration or termination, the Parties will settle all dues and the rights of any of them in good faith.

Any dispute between herein two parties is resolved by mutual consent, mediation or litigation. The Parties have full rights, in case of infringements, to require judgment of the clause within Dubai International Federal Courts (DIFC) or United Arab Emirates National Judgment Courts.

This Memorandum of Understanding is to enter into force once all parties have signed and agreed with the terms and conditions stipulated according to and with respect to the United Arab Emirates Laws, if no other International Treaty provisions are to be applicable.

The Memorandum of Understanding may be executed in two counterparts and may be transmitted by email, including a PDF (portable document format) copy or facsimile, each of which shall be deemed an original and which together shall constitute one instrument.

| **FIRST PARTY** | **SECOND PARTY** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Legal Representative: | Legal Representative: |
| Stamp & Signature | Stamp & Signature |

Al Eadala Advocates & Legal Consultancy www.aleadala.ae 6/6