



MEMORANDUM OF UNDERSTANDING

By and Between

**HAWKAMAH
THE INSTITUTE FOR CORPORATE GOVERNANCE**

And

**INSURANCE COMMISSION OF THE
HASHEMITE KINGDOM OF JORDAN**

Dated 26 March 2007

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") was entered into on this 26th day of March 2007, by and between:

- (1) **INSURANCE COMMISSION**, established towards the end of 1999 by the Insurance Regulatory Act No. 33 of 1999 as an administratively and financially independent organization in the Hashemite Kingdom of Jordan. ("IC").
- (2) **HAWKAMAH the INSTITUTE for CORPORATE GOVERNANCE**, a subsidiary of the Dubai International Financial Centre Authority, established in accordance with Dubai Law No. 9 of 2004, and the DIFC's Companies Law ("HICG").

and

Individually referred to as Party and jointly as Parties.

WHEREAS:

- (A) The Insurance Commission, established towards the end of 1999 by the Insurance Regulatory Act No. 33 of 1999, is an administratively and financially independent organization in the Hashemite Kingdom of Jordan.
- (B) IC, as part of its mandate, aims to regulate the local insurance sector and supervise it to provide the environment suitable for its development and enhance its role through upgrading the efficiency of the insurance institutions operating in the market and improve their performance, hence enabling them to provide better services in a healthy competitive environment positively reflected on the individual as well as the institutional requirements for insurance and on the Kingdom's economy as a whole.
- (C) IC supports initiatives involving the Jordanian private and public sector in policy advocacy and institutional reform, improving corporate governance and spreading understanding of market-based economic and financial systems.
- (D) IC's support for corporate sector modernization and reform efforts in the Kingdom may take the form of relationships with think tanks, policy forums, business associations, economic policy institutes, and economic media and journalists.
- (D) HICG is an autonomous regional entity whose mission is to assist countries and companies of the wider Middle East North Africa and Central Asia region in developing sound and globally well integrated corporate governance frameworks and practices.
- (F) In accordance with their respective interests and objectives, IC and HICG are willing to cooperate with each other to actively promote and demonstrably improve good corporate governance practices in the Kingdom.
- (G) The purpose of this Memorandum is to outline possible areas of cooperation in promoting corporate sector and corporate governance reforms, more specifically, to describe potential project objectives, scope of cooperation as well as the respective roles of the parties.

NOW THEREFORE:

First: Integration

The Preamble and above declarations shall form an integral part of this MOU.

Second: Objectives

IC and HICG share a common goal, namely to advocate corporate sector reforms and improve upon corporate governance in the insurance industry of the Hashemite Kingdom of Jordan. This goal is supported by three broad objectives, namely:

- (A) The heightening of public awareness as regards corporate governance in the insurance industry of the Kingdom.
- (B) The exchange of information as regards corporate governance in such markets between the Parties.
- (C) The training of the relevant cadres in the markets, in insurance industry and listed companies as regards corporate governance.

Third: Cooperation and Roles

Promptly after execution of this Memorandum, IC and HICG shall further discuss other areas of future cooperation, in particular projects focusing on:

- (A) Conducting corporate governance assessments, surveys and improvement plans by promoting the development of a good corporate governance legal, regulatory and institutional structure in the insurance industry of the Kingdom.
- (B) Building capacity for and raising awareness of good corporate governance in the Kingdom's insurance industry by activities aiming to:
 - (1) Raise awareness of corporate governance through conferences, roundtables training workshops and seminars, as well as handbooks and manuals on good corporate governance;
 - (2) Review corporate governance codes and guidelines, and develop implementation plans, as appropriate.
 - (3) Develop a communication and awareness raising strategy having a training programme for journalists and the media as a focal point
- (C) Developing mechanisms of cooperation between both Parties and other interested national, regional and international organizations and institutions; and
- (D) Identifying the parties' respective roles and responsibilities with respect to future projects and propose timing optimal time frames for project implementation; and
- (E) Identifying outside assistance which may be needed and, as the case may be, identity of such outside consultant(s), main terms of reference, remuneration including fees and costs.

Fourth: Cost and Expenses

HICG and IC shall discuss and agree on any costs or expenses to be incurred for developing and implementing the activities and objectives of this MOU on a case by case basis and as the need might arise.

Fifth: Good Faith Compliance

- (A) HICG and IC will carry out their respective roles and responsibilities with due diligence and in a professional manner, and with due regard to applicable laws and regulations.
- (B) Neither HICG nor IC will have liability to the other for non-performance of any provision of this Memorandum to the extent that any such performance would result in the breach of applicable laws and regulations.

Sixth: HICG Licenses

HICG hereby grants to the IC, for the purpose of this MOU, a royalty-free, nonexclusive, temporary license to use, reproduce and display HICG's trade name, trademarks, service marks, links and logos (collectively, the "Marks") on its website.

No right, title, license, or interest in any Marks owned by HICG or any of its affiliates, whether or not registered, is intended to be given to or acquired by IC by the execution of or the performance of this MOU.

IC shall not use the HICG Marks for any purpose or activity except as expressly authorized or contemplated herein and exclusively with the prior written authorization of HICG. This license shall terminate forthwith upon 15 (fifteen) days prior written notice by HICG.

Seventh: IC Use of Names, Marks or Logos

HICG shall not use, reproduce or display IC's name, marks or logos for any purpose or event unless expressly authorised in writing by IC on a case by case basis and based upon the terms and conditions that IC will include in such authorisation.

Eighth: Sharing of Information

The Parties hereby agree to share unless otherwise agreed on a case-by-case basis, at no cost and free from any charge, information, trends, reports, and other such data as may be necessary to promote and achieve the purpose of their cooperation.

Each Party acknowledges that, in the course of the execution of this Memorandum of Understanding and thereafter, it shall receive information that is confidential to the other Party and which the later wishes to protect from public disclosure. The receiving Party shall hold such information in confidence and not disclose it to any person or entity and shall use its best efforts to prevent inadvertent or unauthorized disclosure, publication or dissemination.

Ninth: Commencement & Termination

This MOU takes effect from the date of its signature by the parties and will continue to have effect until terminated by either of them giving at least 30 day's advance written notice to the other party.

This MOU may be amended by agreement in writing.

Termination of this MOU does not affect the duty of maintaining the confidentiality of information, which shall continue to have effect.

Tenth: Resolution of Disputes

Any dispute that might arise from this MOU will be resolved amicably through consultations between the Parties.