



**Memorandum of Understanding
Between
Bhutan Alternative Dispute Resolution Centre
And
Bangladesh International Arbitration Centre
On
Mutual Cooperation in Strengthening and Promote Arbitration**

The Bhutan Alternative Dispute Resolution Centre (Bhutan ADR Centre) and the Bangladesh International Arbitration Centre (BIAC), hereinafter referred to as "the Parties";

Desiring to establish relation between the parties and wish to enter into a series of discussion and joint efforts for further mutual benefit of the Parties.

OBJECTIVE

1. The parties shall endeavour to strengthen and promote corporation that will enhance the exchange of Arbitration knowledge and expertise between the parties.

AREAS OF COOPERATION AND COLLABORATION

2. The areas of cooperation under this MoU:
 - i. BIAC to consider using the Bhutan ADR Centre as an alternative venue of ADR with facilities support and assistance for BIAC's administered proceedings; and vice versa.
 - ii. BIAC and Bhutan ADR Centre shall jointly organise Accredited and specialised Arbitration and Mediation training/ educational programmes/ exposure visit on Arbitration and Mediation from time to time.
 - iii. BIAC and Bhutan ADR Centre shall jointly organise seminars, Workshop, conferences on Arbitration and Mediation.
 - iv. BIAC and Bhutan ADR Centre can exchange information and publications of mutual interest in the field of commercial Arbitration and Mediation, contribute to Bhutan ADR Centre's newsletter and vice versa and also participate in knowledge sharing.
 - v. BIAC and Bhutan ADR Centre can take assistance from one another on ADR and other relative issues.
 - vi. BIAC and Bhutan ADR Centre can share or recommend each other's Penal of Arbitrators and mediators upon request.

3. This MoU shall not give rise to any financial obligation by one party to the other. Each party shall bear its own cost and expenses in relation to this MoU. However, the parties may agree on specific financial and technical arrangements with regard to the individual areas of collaboration.

CONFIDENTIALITY

4. Both Parties acknowledge and agree that this Agreement and its particular are strictly confidential and subject to confidentiality policies of both parties.
5. Either party shall not disclose any information or documents concerning or in relation to this Agreement to any third party without prior written consent of the other party.
6. The Parties acknowledge and agree that this Clause shall survive expiry or termination of this Agreement.

USE OF NAME AND EMBLEM

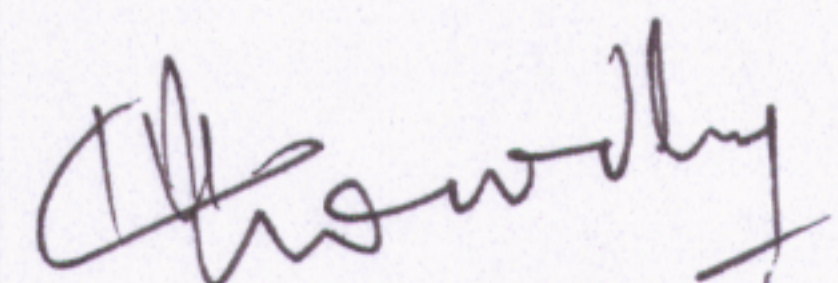
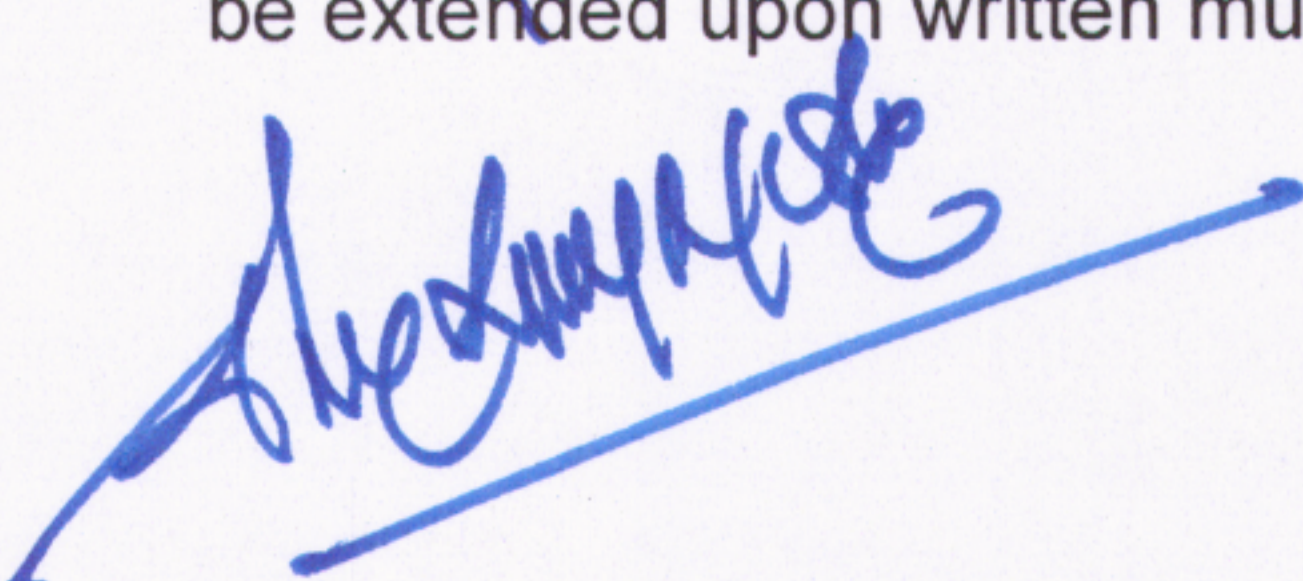
7. Both Parties may under this Agreement use, where relevant and appropriate the name, logo, emblem and/or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or otherwise, which each Party shall make available to the other in digital format for such use prior to obtaining written approval of the other Party.
8. For avoidance of doubt to Clause 7 above, the Parties undertake not to use other's name, logo, emblem and/or trademarks for any purpose other than the purposes indicated in this agreement.
9. The Parties agree to recognise and acknowledge this Agreement, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

PUBLIC STATEMENT

10. Both Parties shall not exercise any of its rights under this Agreement in a manner which, in the reasonable opinion of the other Party, is or might be prejudicial or defamatory to the other Party and the Parties may not make any statements that may be reasonably construed as defamatory or derogatory or detrimental to the reputation, image or goodwill of the other Party.
11. For avoidance of doubt to Clause 10 above, both Parties may under this Agreement make reference of another Party in its publications including but not limited to articles, newsletters, website and any other printed material prior to obtaining written approval of the other Party, strictly for the purposes indicated in this Agreement.

VALIDITY

12. This MoU will be valid for a period of 3 years from the date of signing and the term may be extended upon written mutual agreement



TERMINATION

13. Either Party may terminate this MOU for convenience upon serving of 60 (sixty) days written notice to the other Party.

AMENDMENT

14. This MoU may be amended with the mutual written consent of both the parties

DISPUTE SETTLEMENT

15. Any dispute, controversy or claim arising out of or in relation to this Agreement shall be resolved and settled amicably by the Parties through direct and friendly negotiations.

CONTACT PERSONS

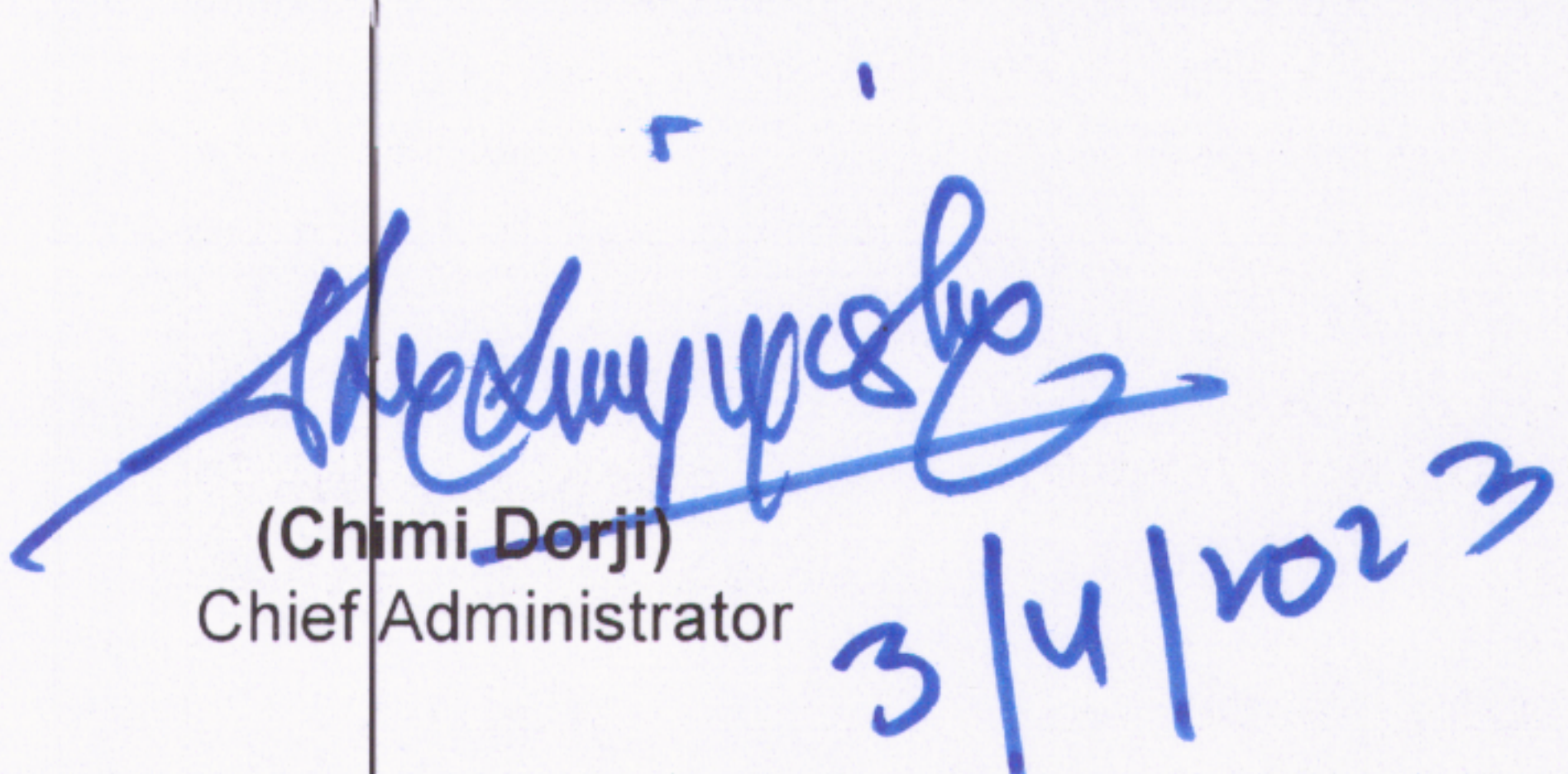
Bhutan ADR Centre hereby appoints Mr. Suba Dhan Rai, Senior Accounts and Finance Officer of the Bhutan ADR Centre and BIAC hereby appoints Ms. Mahbuba Rahman Runa, General Manager of BIAC to co-ordinate and oversee all discussions between the Parties pursuant to this Agreement.

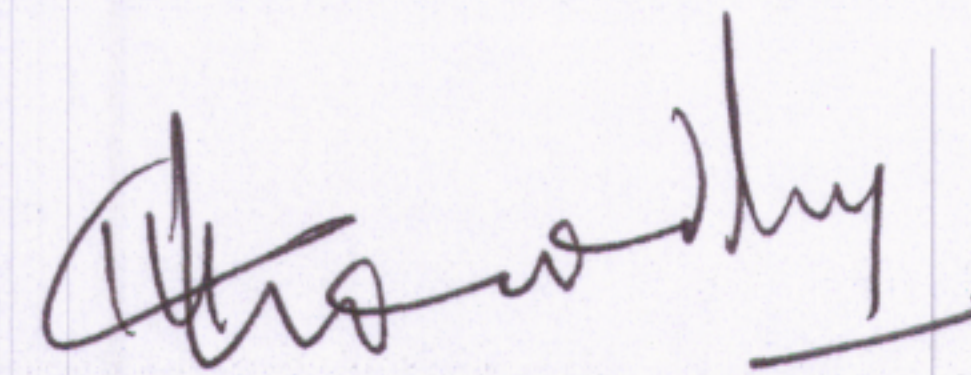
The foregoing represents the understanding reached between the parties on the matter referred to in this MoU and does not create any legally binding obligations upon the parties.

IN WITNESS WHEREOF the Parties hereto have executed two (2) copies of this Agreement, each of which shall be considered an original.

For
Bhutan Alternative Dispute Resolution Center

For
Bangladesh International Arbitration Centre


(Chimi Dorji)
Chief Administrator


(Kaiser A. Chowdhury)
Chief Executive Officer