

# Memorandum of Understanding

between

The Law Society of Hong Kong

and

Le Barreau de Luxembourg



THE  
**LAW SOCIETY**  
OF HONG KONG  
香港律師會



**Barreau**  
de Luxembourg

**Memorandum of Understanding dated the 12<sup>th</sup> March 2013.**

**Parties**

**THE LAW SOCIETY OF HONG KONG** 3<sup>RD</sup> Floor, Wing On House, 71 Des Voeux Road, Central, Hong Kong (LSHK)

and

**LE BARREAU DE LUXEMBOURG** 1-7, rue St. Ulric, BP 361, L-2013 Luxembourg (LBL)

**Recitals**

- A LSHK is an organization representing solicitors in Hong Kong.
- B LBL is an organization representing lawyers in Luxembourg.
- C LSHK and LBL (*Parties*) wish to work more closely together in the future to advance the legal profession in Hong Kong and Luxembourg.
- D After discussions and correspondence between LSHK and LBL, the Parties have reached agreement on ways in which they can work more closely together in the future for the benefit of their members.
- E the Parties wish to record their agreement in this Memorandum of Understanding (*MOU*).

**The Parties now agree as follows:**

**1 Period of MOU**

This MOU commences on the date it is executed (*Commencement Date*) and will continue indefinitely unless terminated by either Party in accordance with this MOU.

**2 Communication between the Parties**

- 2.1 It is the intention of both Parties to communicate with the other party on a regular basis. For these purposes, the parties will endeavour to meet in person or by electronic means on at least two occasions each year to discuss the progress of the MOU.

- 2.2** Each party encourages and welcomes visits by delegations, officers and representatives from the other Party to their respective territories as a means of exchanging ideas and learning about developments in the legal system of each Party's country.

**3 Access to member services**

The parties agree to develop a reciprocal services arrangement for the benefit of each Party's members who travel between Hong Kong and Luxembourg. The reciprocal services arrangement will enable members of each party to access agreed member services on the same basis as local members.

Such services will include Continuing Professional Development programs and access to the Members' Library.

**4 Continuing Professional Development (CPD) compliance requirements for dual registration**

Each party will provide guidance in relation to meeting mandatory CPD requirements to those members of the other Party who wish to hold practicing certificates in both Hong Kong and Luxembourg.

**5 General**

**5.1 Publicity**

Each party must obtain written consent from the other party in respect of any public announcement or representation made about the MOU. The parties agree that written consent shall not be unreasonably withheld.

The parties shall agree on the form of a statement to the media regarding the MOU, to be released immediately following the Commencement Date.

Each Party agrees to promote the MOU to its respective members and to provide a link to the website of the other Party on its website.

**5.2 Relationship of the Parties**

The MOU does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting Parties.

### 5.3 Termination

The MOU may be terminated on three months' notice in writing by one party to the others.

### 5.4 Variation

The Parties shall continue to consider ways in which they can advance their relationship and the interests of their respective members.

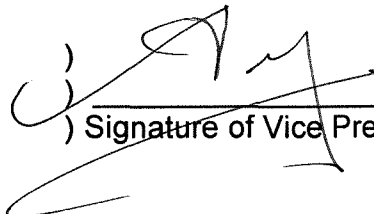
The terms of the MOU may only be varied by agreement in writing between the Parties.

### 5.5 Costs

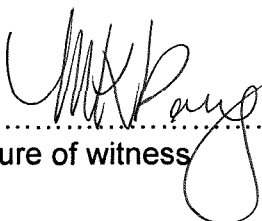
Each party to the MOU will bear and pay all of its own costs and expenses incurred in connection with the MOU and the execution of the contemplated actions except as otherwise agree upon.

### Execution


Signed by  
For and on behalf of  
**LAW SOCIETY OF HONG KONG**

  
) Signature of Vice President


In the presence of:

  
.....  
Signature of witness

Signed by  
For and on behalf of  
**LE BARREAU DE LUXEMBOURG**

  
) Signature of President

In the present of:

  
.....  
Signature of witness