



ILUSTRE  
COLEGIO DE ABOGADOS  
DE MADRID



THE FLORIDA BAR  
INTERNATIONAL LAW SECTION

## AGREEMENT

By and between,

**THE MADRID BAR ASSOCIATION**

Represented by

Its Dean, Mrs. Sonia Gumpert Melgosa

And

**THE INTERNATIONAL LAW SECTION**

**OF THE FLORIDA BAR**

Represented by

Its Chair, Mr. Eduardo Palmer

### WHEREAS:

The International Law Section of the Florida Bar and the Madrid Bar Association, wishing as they do to build up a special relationship and moved by a common concern over the future of the legal profession, deem it desirable to establish close links between the two Bars in response to certain common needs, and specifically:

- a) To enable members of both Bars to enjoy ideal arrangements for becoming acquainted with the ever more complex and varied legal relationships arising through the economic bonds between the two countries and the social relationships arising between their citizens,
- b) To improve the service provided for legal-service users under American law and Spanish law through enhanced reciprocal acquaintance with the legal and court systems of the two countries.



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- 1.4 Both Institutions undertake to inform each other systematically and on a regular basis of the main new provisions pertaining to the law and its interpretation that come into force in their respective countries.
- 1.5 Both Institutions undertake to exchange information on all business or law-related missions organized by consular institutions or other bodies when these relate to Spain or Florida.
- 1.6 The International Law Section of the Florida Bar and the Madrid Bar Association shall exchange all the information required to enable them reliably to inform their members on the conditions and basic consequences of their establishing themselves in the other country, particularly the Institutions shall provide assistance and support for members of the other Bar as if they were members of their own Bar, especially regarding compliance with regulations.

#### **Article 2. COURSES ON THEORY AND PRACTICE.**

- 2.1 The International Law Section of the Florida Bar is setting to coordinate a program in order to welcome young lawyers from the Madrid Bar Association who are competent in the use of the English language and who wish to acquaint themselves with, or deepen their knowledge of, American law through work-experience periods in recognized law firms in Florida. Such lawyers shall also be encouraged to attend events and courses of study and continuous training arranged by lawyers of that district.

The Madrid Bar Association undertakes to give the same commitment with respect to young American lawyers who are competent in the use of the Spanish language and who wish to become acquainted with Spanish law.

- 2.2 The above provisions shall be performed by these Institutions that are parties to this Agreement. The two Bars shall decide by joint agreement the number of places to be offered each year, where appropriate, and the members to whom the study-visits proposed by the home Bar are awarded. The material conditions of these study-visits (recognition accommodation, registration fees, remuneration) shall be decided by the two Deans.

#### **Article 3. AMENDMENT OF THE AGREEMENT.**

- 3.1 This Agreement may be amended by joint agreement between the parties hereto by means of an appendix. Any request involving such amendment put forward by one of the Institutions shall be submitted in writing at least six months in advance.



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This common stance is also to respond to the following professional needs:

- (i) to foster the free circulation of lawyers, facilitating the exercise of the profession between the two countries, enabling exchanges and meetings to be arranged, particularly in the area of professional training exchanges between young or aspiring lawyers;
- (ii) to facilitate relationships between the two Institutions, particularly through the reciprocal provision of information on matters relating to ethics, professional deontology, the fundamental rules of the profession, organization and professional training;
- (iii) to foster personal and professional contact between members of the two Bars on a long-term basis;
- (iv) to enable common stances or initiatives to be formed in matters relating to the defense of the common interests of the profession, or to any other matter requiring such an approach.

**NOW THEREFORE BOTH INSTITUTIONS AGREE AS FOLLOWS:**

**Article 1. THE EXCHANGE OF INFORMATION.**

1.1 The International Law Section of Florida Bar and the Madrid Bar Association shall organize meetings from time to time between members of the delegations to exchange points of view and information relating to legal practice, the professional rights of lawyers and their professional organization.

These Institutions, through their representatives, shall jointly decide how often these meetings are to be held and what fundamental topics are to be dealt with therein.

1.2 The International Law Section of the Florida Bar and the Madrid Bar Association each undertakes to keep the other informed of all developments in legal and court systems pertaining to the practice of the legal profession.

1.3 Both Institutions undertake to exchange information on trends, systems and developments in provisions for entry into the profession and for initial and continuous training for the profession.



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#### Article 4. EFFECTIVE DATE OF THE AGREEMENT.

- 4.1 This Agreement is drawn up in the Spanish and English languages, the two versions having equal validity.
- 4.2 This Agreement shall become effective on the twenty-third day of April, two thousand sixteen, provided that it has been ratified by the Boards of both the Institutions that are parties hereto.
- 4.3 This Agreement shall be valid for a year and thereafter shall automatically renew for intervals of one year unless either party unilaterally provides notice of termination at least two months prior to the then current termination date.

#### Article 5. PERFORMANCE.

- 5.1 Responsibility for the performance of this Agreement falls to the President of the Madrid Bar Association and to the Chair of the International Law Section of the Florida Bar without prejudice to their power to delegate their responsibilities to any of the members of their respective Boards.
- 5.2 This Agreement does require any financial commitment by either party.

In Madrid, on April 22, 2016

By: The Madrid Bar Association

Mrs. Sonia Gumpert Melgosa  
Dean of the Madrid Bar Association

By: The International Law Section of  
The Florida Bar

Mr. Eduardo Palmer  
Chair of the International Law Section  
of The Florida Bar