

Law No. (2) of 2022 Concerning the Regulation of Partnership between the Public and Private Sectors in the Emirate of Ajman

We, Humaid bin Rashid Al Nuaimi, Ruler of the Emirate of Ajman

Having reviewed Federal Decree-Law No. (32) of 2021 concerning
Commercial Companies,

And Emiri Decree No. (11) of 2011 issuing the Financial Law of the
Government of Ajman,

And Emiri Decree No. (15) of 2012 concerning the Department of Finance
in Ajman, and its amendments,

And Emiri Decree No. (4) of 2014 concerning the Reorganization of the
Executive Council of the Emirate of Ajman, and its amendments,

And Emiri Decree No. (5) of 2017 concerning the Financial Control
Authority in Ajman,

And Emiri Decree No. (2) of 2018 concerning the Legislation Committee in
the Emirate of Ajman,

And Emiri Decree No. (4) of 2018 concerning the Reorganization of the
Ajman Chamber of Commerce and Industry, and its amendments,

And Emiri Resolution No. (1) of 2019 concerning the Financial and Banking
Powers in the Government of Ajman,

And based on the approval of the Legislation Committee,

Have issued the following Law:

Article (1)

Definitions

The following words and phrases, wherever they appear in this Law, shall
have the meanings assigned to each of them, unless the context otherwise
requires:

State: The United Arab Emirates.

Emirate: The Emirate of Ajman.

Ruler: The Ruler of the Emirate.

Ruler's Representative: The Ruler's Representative for Administrative and Financial Affairs.

Government: The Government of the Emirate.

Department: The Department of Finance in Ajman.

Government Entity: Local departments and every legal person affiliated with the Government that has full legal capacity to act and is responsible for managing a public facility or providing a public service, including free zones in the Emirate.

Director General: The director general of the Government Entity, and the phrase includes the secretary-general or the executive director of the concerned Government Entity and their equivalents.

Project: Any facility, service, activity, or product supervised, provided, or produced by the Government Entity, which is the subject of the Partnership Contract.

Public Sector: Government entities in the Emirate.

Private Sector: Private institutions and companies.

Partnership: A contractual relationship that brings together the public and private sectors, established in accordance with the provisions of this Law and the resolutions issued thereunder, and aims to implement the Project wholly or partially through the Private Sector to benefit from its efficiency and its financial, technical, and other capabilities.

Partnership Contract: A contract concluded by the Government Entity with the Project Company for a specific period, which defines the terms, conditions, and method of implementing the Partnership, in accordance with the provisions of this Law and the resolutions issued thereunder.

Project Company: The institution or company established to implement a partnership project proposed in accordance with the provisions of this Law, and the phrase includes the "Partner" if it implements the Project without establishing a project company for this purpose.

Partner: Any private sector institution or company, or any consortium thereof, that is a party to the Partnership Contract.

Partnership Committee: The committee formed within the Government Entity, in accordance with the provisions of this Law.

Article (2)

Objectives of the Law

This Law aims to achieve the following:

1. Regulating the partnership between the public and private sectors in a manner that serves the development process in the Emirate.
2. Encouraging the Private Sector to participate in development projects, and attracting and stimulating national, regional, and foreign investments in various fields in a way that serves the economic and social development in the Emirate.
3. Enabling the Government to implement its strategic projects efficiently and effectively.
4. Benefiting from the financial, administrative, organizational, technical, and technological capacities and expertise available in the Private Sector, enabling community members to obtain the best services at the lowest costs.
5. Increasing productivity and improving the quality of public services, while ensuring effective management for the development of those services.
6. Transferring knowledge and expertise from the Private Sector to the Public Sector, and training and qualifying Government Entity employees who are UAE citizens to manage and operate projects.
7. Implementing projects that provide added value for public funds at a distinguished level, and alleviating the financing burdens on the Government's general budget in bearing the costs of projects, whether during their establishment, operation, or maintenance.
8. Reducing financial risks for the Government, which may arise from the implementation of some projects with high financial risks.
9. Shifting the management of some infrastructure projects and public services from direct implementation, operation, and management to other forms of government performance related to policy approval and monitoring the quality of public service delivery in accordance with governance requirements.

10. Providing higher competitiveness for projects in local, regional, and global markets.
11. Strengthening governance principles in economic activity management and activating financial resource management procedures.

Article (3)

Scope of Application

The provisions of this Law shall apply to all projects that are the subject of a Partnership Contract between the public and private sectors in the Emirate, regardless of their type, form, or the nature of their activity, for which partnership contracts are concluded between any of the Government Entities and any of the private sector institutions or companies after the entry into force of the provisions of this Law. The following are excluded:

1. Projects for which the tendering and bid awarding process was completed before the entry into force of the provisions of this Law.
2. Contracts specified by the Chairman of the Executive Council by virtue of resolutions issued in this regard, based on a recommendation from the Ruler's Representative.

Article (4)

Project Selection Criteria

A. When selecting a project to be the subject of a Partnership, the following shall be considered:

1. The extent to which the project achieves the Government's interest and public benefit for community members.
2. That the project is economically, financially, technically, and socially feasible.
3. The magnitude of risks that may result from implementing the project through a partnership, particularly in the environmental field.
4. The volume of capital investment and technical expertise that would effectively contribute to improving the performance of public facilities and ensuring service quality.

5. Best international practices in the field of project implementation through partnership.
6. The priority of the project, its operational impact, and the extent to which it meets the required needs in the Emirate.

B. Concluding a Partnership Contract in accordance with the provisions of this Law requires adherence to the criteria and controls mentioned in paragraph (A) of this Article.

C. No Partnership Contract may be concluded that entails financial payments from the Government Entity unless allocations for such payments are earmarked in the budget of that entity.

Article (5)

Partnership Methods

The Partnership shall be carried out by following any of the following methods:

1. The Project Company establishes, finances, owns, commercially utilizes, and operates the Project for the period agreed upon in the Partnership Contract, then waives and transfers its full ownership to the Government Entity upon the expiration of the period specified in the Partnership Contract.
2. The Project Company establishes and finances the Project for commercial utilization and operation for the period agreed upon in the Partnership Contract, then waives the right of usufruct to the Government Entity upon the expiration of the period specified in the Partnership Contract.
3. The Project Company establishes the Project and waives its ownership to the Government Entity while retaining the right to commercially utilize and operate it for the period agreed upon in the Partnership Contract.
4. The Government Entity transfers the benefit of the Project to the Project Company for the purpose of enabling it to commercially utilize and operate it for the period agreed upon in the Partnership Contract.
5. Any other partnership method approved by the Ruler's Representative upon the request of the Government Entity and the

recommendation of the Department, including the maintenance, expansion, or rehabilitation of any existing project.

Article (6)

Competencies of the Department

For the purposes of this Law, the Department shall undertake the following tasks and powers:

1. Preparing the controls and procedures to be followed by the Government Entity for entering into partnership projects and defining the financial and technical criteria and requirements that the Partner must meet, and submitting them to the Ruler's Representative for approval.
2. Proposing the updating and development of legislation regulating partnerships, in accordance with the best practices applied in this regard, and based on the results of the Government Entities' experiences in implementing partnership projects, their observations, and their proposals, while taking into account the interests of both the public and private sectors.
3. Providing opinions on feasibility studies for partnership projects referred to it, and submitting recommendations thereon to the Ruler's Representative to take appropriate action.
4. Participating in providing a suitable environment for investment in partnership projects, in coordination with the competent authorities in the Emirate.

Article (7)

Competencies of the Government Entity

For the purposes of this Law, the Government Entity shall undertake the following:

1. Proposing the Project and preparing a detailed report to be submitted to the Department, including the reasons for entering into the partnership, its expected positive impacts, as well as the risks, provided that the report includes a financial, economic, technical, social, and other feasibility study.

2. Concluding Partnership Contracts in accordance with the provisions of this Law and the resolutions issued thereunder.
3. Preparing the necessary studies to determine the justifications for implementing the proposed project through one of the partnership methods, provided that these studies include a statement of the financial, economic, technical, and social feasibility of the project, its beneficiaries, the appropriate criteria for selecting the Partner, the project implementation program, and an analysis of the risks associated with this implementation.
4. Determining the human, financial, and technical resources necessary for the project, its financing methods, the contribution of its two parties, the distribution of shares of the resulting financial returns, the consideration for providing the service, exemptions from it, intellectual property rights, and others.
5. Coordinating with other Government Entities concerned with the project to determine its impact on their plans in particular, and on the Government's strategic plans in general.
6. Studying and estimating all financial aspects of the Partnership Contract and obtaining its approval from the Ruler's Representative based on the Department's recommendation.
7. Proposing the criteria to be met by the entity to be contracted with, and proposing the initial Partnership Contracts and their annexes.
8. Selecting qualified consulting firms to conduct studies related to the project.
9. Supervising the proper execution of the Project Company's obligations stipulated in the Partnership Contract, and taking the necessary and immediate measures to address any breach or failure in executing these obligations in a manner that ensures the project continues to achieve its desired objectives.
10. Notifying the Financial Control Authority of any financial violations that may be committed by the Project Company.
11. Preparing quarterly reports, including a statement of the work progress during the implementation of the Partnership Contract, the obstacles hindering its implementation, if any, and proposing appropriate solutions to address them, and submitting these reports to the Ruler's Representative.

Article (8)

Formation of the Partnership Committee

A. An internal committee called the "Partnership Committee" shall be formed within the Government Entity. Its members shall be named by a decision of the Director General, and it shall include a representative from the Department named by the Director General of the Department if the total cost to be borne by the Government Entity for the Partnership Contract exceeds AED (10,000,000) ten million. This committee shall be entrusted with carrying out all the tasks stipulated in this Law and the resolutions issued thereunder. The decision to form it shall specify its working mechanism and how its meetings are to be held.

B. In carrying out its assigned tasks, the Partnership Committee may seek the assistance of any person it deems appropriate from among those with experience and specialization.

Article (9)

Proposal of Partnership Projects by the Private Sector

Any entity from the Private Sector may present a project idea directly to any of the Government Entities, provided that the proposal includes a feasibility study.

Article (10)

Supervision of Partnership Projects

The Financial Control Authority shall undertake the tasks of supervising the implementation of Partnership Contracts, in accordance with its founding legislation, the provisions of this Law and the resolutions issued thereunder, the terms of the Partnership Contract, and the legislation in force in the Emirate.

Article (11)

Basis for Partner Selection

A. The process of selecting a Partner shall be subject to the principles of publicity, transparency, free competition, equal opportunity, equality, and the fulfillment of public interest requirements, in accordance with the rules

and procedures stipulated in this Law and the resolutions issued thereunder.

B. The Partner must meet the financial and technical criteria, controls, and requirements in accordance with the provisions of this Law and the resolutions issued thereunder.

C. Notwithstanding what is stated in paragraph (A) of this Article, the Government Entity may, after the approval of the Ruler's Representative based on the Department's recommendation, contract directly with the Project Company if the project was innovated by this company.

Article (12)

Qualification of Companies

Without prejudice to the provisions of paragraph (C) of Article (11) of this Law, the Government Entity must take the necessary procedures to qualify companies to ensure their ability and competence to enter into a partnership with it, provided that the provisions and procedures stipulated in this Law and the resolutions issued thereunder are observed.

Article (13)

Preliminary Meetings

A. The Government Entity may hold preliminary meetings and encounters with qualified partners to discuss matters related to the project's specifications, its preliminary conditions, and other related issues.

B. A qualified partner may require the Government Entity not to publish or disclose data related to its economic or financial projections concerning the project that is the subject of the partnership, in order to maintain its confidentiality.

C. Qualified partners shall be dealt with according to the principles and foundations set out in Article (11) of this Law to ensure equal opportunity and complete equality among them.

D. The Government Entity may, based on justified reasons and after the approval of the Ruler's Representative, amend some of the project's specifications and the conditions of the partnership method, in a way that does not affect the qualification criteria, provided that it announces these

amendments a sufficient time before starting to receive bids, in accordance with the mechanism stipulated in the resolutions issued under this Law.

Article (14)

Specification of Conditions and Guarantees

The invitation to submit bids must include all details related to the project, including the financial, administrative, and technical requirements of the partnership, the type of project and partnership method, the conditions for participating in the bid, and the financial guarantees required from the Project Company.

Article (15)

Tender Book of Conditions and Specifications

The Government Entity shall prepare a tender book of conditions and specifications for the project subject to the Partnership Contract, which shall include, but not be limited to, the following:

1. Information related to the project, to the extent necessary for preparing and submitting bids.
2. The project's specifications and the technical and financial conditions to be met in the bids submitted for it.
3. Specifications of the final product and the required level of service, including performance indicators, safety, security, and environmental protection standards, and others.
4. The main and supplementary conditions of the Partnership Contract.
5. Documents, forms, and deadlines related to the partnership.
6. The value of the bid bond and the performance bond.
7. Specification of the methods and bases for comparing the submitted bids.
8. The final deadline for receiving bids.

Article (16)

Solicitation of Bids

After the Ruler's Representative approves the project, the Government Entity shall invite qualified partners to obtain the tender book of conditions and specifications for the project to be offered for partnership, in accordance with the provisions and procedures stipulated in the resolutions issued under this Law. The invitees shall be given sufficient time to enable them to submit bids in accordance with the tender book of conditions and specifications.

Article (17)

Acceptance of Bids

For any of the submitted partnership bids to be accepted, the bid must meet all the conditions and specifications set out in the tender book of conditions and specifications, both technically and financially. Any bid that does not meet these conditions and specifications shall be excluded.

Article (18)

Consortium of Companies

A. A bid may be submitted by a consortium composed of more than one qualified company, and the bid shall be in the name of the consortium, unless the tender book of conditions and specifications contains a provision requiring the submission of separate bids.

B. Any member of the consortium is prohibited from submitting individual bids, either directly or through another consortium, nor may the bid be submitted by a company in which a member of the consortium owns a majority of its capital or has control over its management, unless the tender book of conditions and specifications provides otherwise or the Ruler's Representative approves otherwise.

Article (19)

Opening and Evaluation of Bids

A. The Partnership Committee shall invite the bidders or their legal representatives to attend the bid opening session.

B. The Partnership Committee shall undertake the task of studying and evaluating the submitted bids from technical, financial, and legal aspects,

determining the accepted and excluded bids, and assessing their compliance with the announced conditions and specifications. Each bid shall be given an evaluation score, according to the bases and procedures specified in the tender book of conditions and specifications.

C. It shall be recommended to award the project to the owner of the most technically and financially advantageous bid among the submitted bids, after applying the relative weight criteria for the financial and technical elements of the bid as specified in the tender book of conditions and specifications, and submitting a report to the competent authority for awarding and approval.

Article (20)

Authority for Awarding and Final Approval

The awarding and final approval of the winning bid for the project shall be carried out according to the following powers:

1. The Director General of the Government Entity if the Partnership Contract generates revenue or financial savings, or if the total cost to be borne by the Government Entity for the Partnership Contract does not exceed AED (20,000,000) twenty million.
2. The Director General of the Department if the total cost to be borne by the Government Entity for the Partnership Contract exceeds AED (20,000,000) twenty million and up to AED (50,000,000) fifty million.
3. The Ruler's Representative if the total cost to be borne by the Government Entity for the Partnership Contract exceeds AED (50,000,000) fifty million.
4. The Government Entity may not take any action to contract with the Partner before the project is approved by the competent authority.

Article (21)

Cancellation of Project Tendering Procedures

A. The project tendering procedures shall be canceled by the Partnership Committee in any of the following cases:

1. If only one acceptable bid is submitted or remains after the exclusion of unacceptable bids.

2. If all or most of the bids include reservations that do not comply with the required conditions and specifications, or if they are difficult to evaluate technically or financially.
3. If the value of the lowest bid unjustifiably exceeds the initial estimates set by the Government Entity, or the value of the highest bid is unjustifiably lower than these estimates for revenue-generating contracts.
4. If the public interest requires the cancellation of this tender, in which case the document fees shall be refunded to the bidders, if any.

B. The decision to cancel the project tender must be justified, and none of the bidders shall have the right to claim any compensation for this cancellation.

C. Notwithstanding what is stated in paragraph (A) of this Article, the Partnership Committee may, in exceptional cases and after the approval of the Ruler's Representative, accept a single bid or a bid whose value is lower or higher than the initial estimates set by the Government Entity, whenever the public interest so requires.

Article (22)

Establishment of the Project Company

A. The winner of the Partnership Contract must establish a company called the "Project Company" whose sole purpose is to implement the project subject to the Partnership Contract. The resolutions issued under this Law shall specify the conditions that the Project Company must meet.

B. The Government Entity concerned with the project may participate with the Private Sector in establishing the Project Company, provided that this participation takes the form of a limited liability company.

C. Notwithstanding what is stated in paragraph (A) of this Article, the Government Entity may, after the approval of the Ruler's Representative, authorize the winner of the Partnership Contract to implement the project subject to the contract without the need to establish a company for the project, if the winning bidder has the ability to implement the project in its current state and with its available financial and technical capabilities, and provides sufficient financial guarantees. The Partner in this case shall be treated as the Project Company.

Article (23)

Content of the Partnership Contract

The Partnership Contract must include the basic provisions that regulate the partnership and the mutual obligations between its parties, and shall specifically include the following:

1. The nature and scope of the works and services that the Project Company must perform and implement.
2. Ownership of the project's assets and intellectual property rights therein, the obligations of the parties regarding the handover and receipt of the project site, and provisions for the transfer of ownership at the end of the project.
3. Responsibility for obtaining licenses, permits, and approvals.
4. The mutual financial and technical obligations between the two parties of the contract, and the financing methods.
5. The selling price of the product or the consideration for the service on which the project is based, and the bases and rules for their determination and adjustment.
6. Quality assurance means, and tools for financial, administrative, and technical control, supervision, and follow-up of the project's operation, exploitation, and maintenance, and performance evaluation indicators for the Project Company.
7. Regulating the Government Entity's right to terminate the Partnership Contract, or to amend its terms, the extent of the Project Company's obligation to these amendments, and the bases and mechanisms for compensation in such a case.
8. The types and amounts of insurance for the project and the risks of its operation or exploitation, and performance guarantees issued in favor of the Government Entity, and the provisions and procedures for their recovery.
9. Defining the bases for distributing the risks associated with the project, in case of force majeure or unforeseen circumstances, or material difficulties, as well as defining the bases for estimating compensation for them.
10. The duration of the contract and cases of its early termination, wholly or partially, and a statement of the rights and obligations of its parties.

11. Defining the cases in which the Government Entity may unilaterally terminate the contract.
12. The procedures and penalties that may be imposed on the Project Company in case of breach of its contractual obligations.
13. Regulating the rules and procedures for recovering the project, whether at the end of the contract term or in cases of unilateral, early, or partial termination.
14. Procedures for ensuring the continuity of the project and the works subject to the Partnership Contract upon the expiration of the contract term, upon its termination, or in case of the Project Company's breach of its contractual obligations.
15. Provisions related to benefiting from the services of the Government Entity's employees at the Project Company, and determining the Emiratization percentage therein.
16. Measures to be taken by the Project Company to preserve the environment.
17. Specifications of the final product, and the level of services that the Project Company will commit to providing, including performance indicators, safety, security, and environmental protection standards, and other standards, and the electronic systems and programs to be used by it.
18. Any other clauses specified by the Ruler's Representative by virtue of resolutions issued in this regard.

Article (24)

Duration of the Partnership Contract

- A. The duration of the Partnership Contract shall be determined according to what is agreed upon between the Government Entity and the Project Company, provided that this period does not exceed (30) thirty years, starting from the date of signing the contract.
- B. Notwithstanding what is stated in paragraph (A) of this Article, the Ruler's Representative may, in accordance with the requirements of public interest and based on the recommendation of the Partnership Committee, approve the conclusion of partnership contracts for a period exceeding (30) thirty years.

Article (25)

Prior Review of the Draft Contract

Draft Partnership Contracts shall be submitted to the Department of Legal Affairs of the Government of Ajman for its comments, within a period not exceeding (30) days from the date of their referral to it.

Article (26)

Service Fees

The Project Company is prohibited from collecting any fees, charges, tariffs, prices, or any other financial amounts of any kind in return for the works and services agreed upon under the Partnership Contract, except in accordance with the provisions of this Law and the resolutions issued thereunder, as well as the terms of the Partnership Contract, and after the Government Entity issues a written certificate of acceptance of the quality level of the available works or services in accordance with the performance level agreed upon in the Partnership Contract.

Article (27)

Equality among Beneficiaries

- A. The Project Company must adhere to complete equality among the beneficiaries of the services provided by the project, as well as to the legislation regulating the provision of the service, and to the terms of the Partnership Contract related to this matter.
- B. Upon the request of the Government Entity, the recommendation of the Department, and after obtaining the approval of the Ruler's Representative, and whenever the public interest so requires, special treatment may be granted to certain categories of beneficiaries whose legal positions are equal, provided that this is in accordance with pre-established general rules, and on the condition of equality among the persons of each category.
- C. The Project Company shall be responsible for compensating for damages resulting from the violation of the provisions of this Article.

Article (28)

Amendment of Partnership Contract Terms

The Partnership Committee may, after obtaining the approval of the Ruler's Representative and within the limits and controls agreed upon in the Partnership Contract, amend the terms of the Partnership Contract, whenever the public interest so requires. This amendment shall be made in writing by means of a contract addendum concluded for this purpose.

Article (29)

Unforeseen Circumstances

The Partnership Contract may be amended in cases of unforeseen circumstances, in accordance with the bases and rules stipulated in the contract and the resolutions issued in implementation of this Law.

Article (30)

Obligations of the Project Company

In addition to the other obligations stipulated in this Law and those contained in the resolutions issued thereunder and the clauses of the Partnership Contract, the Project Company must adhere to the following:

1. Not to dissolve or liquidate the Project Company, change its legal form, reduce its capital, or assign its share in it, wholly or partially, to others without obtaining prior approval from the Ruler's Representative. In case of assignment, the assignee shall replace the assignor in the Project Company in all the assignor's rights and obligations.
2. To maintain, preserve, and care for the project's assets and properties and use them for the purpose for which they were intended.
3. Not to sell any of the project's movable and immovable facilities, assets, and properties that it may own according to the terms of the Partnership Contract, with the exception of sales made for the purpose of implementing a replacement and renewal program in accordance with the conditions specified in the Partnership Contract and after obtaining prior approval from the Ruler's Representative.

4. To provide all papers, information, and data requested by the Ruler's Representative, the Government Entity, or the Financial Control Authority, and to cooperate with the employees of these entities, allowing them to enter its sites for inspection at any time.
5. To commit to transferring knowledge and expertise to the Government Entity, and to train and qualify its employees, according to what is agreed upon in this regard.
6. To submit periodic reports to the Government Entity concerned with the project on the implementation of the project's works, including construction, equipping, development, operation, maintenance, management, and any other matters requested by the Government Entity.
7. To provide the environmental and health requirements and the security and safety requirements for the project's workers and beneficiaries.
8. Not to contract with subcontractors without obtaining prior written approval from the Government Entity, provided that this does not prejudice the obligations of the Project Company established under this Law, the resolutions issued thereunder, and the clauses of the Partnership Contract.

Article (31)

Breach of Obligations

Without prejudice to the Government Entity's right to compensation and to impose the penalties prescribed under the Partnership Contract, the Government Entity may, by itself or through another party it chooses, carry out the Partnership Contract if the Project Company commits a material or gross breach in the performance of its obligations or is unable to achieve the quality levels prescribed under this Law, the resolutions issued thereunder, or the Partnership Contract concluded with it, after notifying the Project Company of the aspects of the breach and shortcomings in its performance and its failure to rectify its situation within the deadline specified in the notification.

Article (32)

Verification of the Project Company's Seriousness

Without prejudice to the competencies of the Financial Control Authority, the Government Entity shall follow up on the stages of the project's establishment, equipping, and the availability of services subject to the Partnership Contract, and ensure that the required quality levels are achieved. For this purpose, it may appoint consultants to monitor the implementation, in accordance with the terms and conditions stipulated in the Partnership Contract and the legislation in force in the Emirate. The entity shall submit periodic reports on the progress of work to the Ruler's Representative, in accordance with the procedures and controls specified by the resolutions issued in implementation of this Law.

Article (33)

Applicable Law

- A. The Partnership Contract, including its terms, rules, and obligations, shall be subject to the provisions of this Law, the legislation in force in the Emirate, and the resolutions issued under this Law.
- B. As an exception to the provision of paragraph (A), the Government Entity may, in special cases and based on the recommendation of the Ruler's Representative and the approval of the Chairman of the Executive Council, agree in the Partnership Contract to settle disputes arising from it through arbitration.

Article (34)

Financing of the Project Company

The Government Entity may, after obtaining the approval of the Ruler's Representative and in a manner that does not conflict with the legislation in force in the Emirate, authorize the Project Company to contract with banking institutions to finance the works and activities of the Project Company by those institutions, provided that the Project Company alone bears all the obligations arising therefrom.

Article (35)

Disclosure and Confidentiality

The resolutions issued under this Law shall specify the rules of disclosure and cases of conflict of interest, and shall also specify the confidentiality

required of those concerned with the application of the provisions of this Law.

Article (36)

Grievances

A. A committee to consider grievances related to partnership projects shall be formed by a decision of the Ruler's Representative, consisting of a chairman, a vice-chairman, and a number of members not less than (3) three, who are experienced and competent. The decision shall specify the committee's working system, its meetings, and its venue.

B. Any interested party may submit a written grievance to the committee against any decision or action taken against it by the Government Entity under this Law, the resolutions issued thereunder, or the Partnership Contract, within (15) fifteen days from the date of the decision or action being grieved. The grievance must be supported by documents and records that substantiate it. The committee shall study the grievance and submit its recommendations thereon to the Ruler's Representative within a period not exceeding (30) thirty days from the date of its submission.

C. The Ruler's Representative shall issue his decision on the grievance within (15) fifteen days from the date of its receipt, and his decision in this regard shall be final.

Article (37)

Issuance of Executive Resolutions

The Ruler's Representative shall issue the necessary resolutions for the implementation of the provisions of this Law.

Article (38)

Repeals

Any text or provision contained in any other legislation that contradicts the provisions of this Law shall be repealed.

Article (39)

Entry into Force and Publication

This Law shall be published in the Official Gazette and shall come into force as of 01/01/2023.

Issued by us on this day, Tuesday, the 3rd of Safar 1444 Hijri,
corresponding to the 30th of August 2022 Gregorian.

Humaid bin Rashid Al Nuaimi

Ruler of the Emirate of Ajman