

## **Law No. (22) of 2015**

### **Concerning**

### **The Regulation of Partnerships between the Public and Private Sectors in the Emirate of Dubai**

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai

Having reviewed Law No. (5) of 1995 Establishing the Department of Finance,

And Law No. (7) of 1995 Concerning the Financial System of Government Departments in the Emirate of Dubai and its Executive Regulation,

And Law No. (6) of 1997 Concerning Contracts of Government Departments in the Emirate of Dubai and its amendments,

And Law No. (35) of 2009 Concerning the Management of Public Funds of the Government of Dubai and its amendments,

And Law No. (8) of 2010 Concerning the Financial Audit Department and its amendments,

And Law No. (6) of 2011 Concerning the Regulation of Private Sector Participation in Electricity and Water Production in the Emirate of Dubai,

And Decree No. (24) of 2007 Forming the Supreme Committee for Financial Policy in the Emirate of Dubai and its amendments,

Do hereby issue the following Law:

### **Name of the Law**

### **Article (1)**

This Law shall be cited as the "Public-Private Partnership Regulation Law of the Emirate of Dubai No. (22) of 2015".

## Definitions

### Article (2)

The following words and phrases, wherever mentioned in this Law, shall have the meanings assigned to them, unless the context indicates otherwise:

The Emirate : The Emirate of Dubai.

The Government : The Government of Dubai.

The Supreme Committee : The Supreme Committee for Financial Policy.

The Department : The Department of Finance.

The Government Entity : Government departments, public authorities and institutions, councils and authorities, including free zone authorities, and any other entity affiliated with the Government.

The Competent Authority : The entity entrusted with approving the Partnership project, in accordance with the provisions of this Law.

The Director General : The Director General of the Government Entity, and includes its Chief Executive Officer, Secretary General, or equivalent.

The Project : Any facility, service, activity, or product supervised, provided, or produced by the Government Entity.

The Public Sector : Includes Government Entities.

The Private Sector : Includes private establishments and companies.

The Partnership : A contractual relationship between the Public Sector and the Private Sector, established in accordance with the provisions of this Law, the resolutions issued hereunder,

and the Partnership Contract, aiming to fully or partially implement the Project to ensure the quality of services, develop the Government Entity's revenues, or any other matter by leveraging the efficiency of the Private Sector and its financial, technical, and other capabilities.

The Partnership Contract	: A contract concluded by the Government Entity with the Project Company, under which the Company commits to implement the Project in accordance with the provisions of this Law, the resolutions issued hereunder, and the terms contained in the contract, for a specific period and in exchange for a specified amount or the Project's revenues in whole or in part.
The Project Company	: Any sole proprietorship or local or foreign company licensed to operate in the Emirate, which undertakes the implementation of the Partnership Contract and meets the conditions specified by the resolutions issued in implementation of this Law.
The Partner	: Any legal entity or a consortium of legal entities from the Private Sector that is a party to the Partnership Contract.
The Bid	: A set of announced procedures, in accordance with the provisions of this Law and the resolutions issued hereunder, through which the Government Entity commits to selecting the best offer to conclude the Partnership Contract with its provider, whether from a financial or technical perspective.
The Partnership Committee	: The committee formed within the Government Entity in accordance with the provisions of this Law.

## **Objectives of the Law**

### **Article (3)**

This Law aims to achieve the following:

- 1- Regulating the partnership between the public and private sectors.

2- Encouraging the private sector to participate in development projects and increasing investment in their various fields to serve the economic and social development of 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 these services.

6- Transferring knowledge and experience from the private sector to the public sector, and training and qualifying UAE national employees of Government Entities to manage and operate projects.

7- Implementing projects that provide added value for public funds at a distinguished level, and alleviating the financial burdens on the Government's general budget in bearing the costs of projects, whether during their establishment, operation, or maintenance.

8- Reducing the burden of financial risks on the Government, which may result from the implementation of some high-risk projects.

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- Enhancing governance principles in economic activity management and activating financial resource management procedures.

## **Scope of Application**

### **Article (4)**

The provisions of this Law shall apply to:

- 1- Government Entities subject to the Government's general budget.  
The Supreme Committee may add any Government Entity not subject to the Government's general budget to this Law.
- 2- 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 nature of activity, for which Partnership Contracts are concluded by the entities specified in Clause (1) of this Article after the implementation of the provisions of this Law, with the exception of:
  - a- Partnership projects related to electricity and water production covered by the provisions of the aforementioned Law No. (6) of 2011.
  - b- Contracts for works and the supply of materials and services covered by the aforementioned Law No. (6) of 1997.
  - c- Any other contracts determined by the Supreme Committee by virtue of resolutions issued in this regard.

## **Partnership Conditions**

### **Article (5)**

- a- The partnership between the public and private sectors shall be established by virtue of a Partnership Contract and in accordance with the provisions of this Law.
- b- It is a condition for concluding a Partnership Contract in accordance with the provisions of this Law that the project is economically, financially, technically, and socially feasible.
- c- No Partnership Contract may be concluded that entails financial payments by the Government Entity unless the allocations for those payments are earmarked in the budget of that entity.

## **Project Selection**

### **Article (6)**

The following shall be taken into account when selecting projects for a Partnership:

- 1- The extent to which the project serves the interests of the Government and the public benefit for community members.
- 2- The economic feasibility of the project and the extent of its positive impact on the approved development plans for the Emirate.
- 3- The extent of risks that may arise 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 the quality of services.
- 5- Global best practices in the field of implementing projects through partnerships.
- 6- The priority of the project, its operational impact, and the extent to which it meets the required needs in the Emirate.

## **Partnership Methods**

### **Article (7)**

A Partnership shall be undertaken through any of the following methods:

- 1- The Partner builds, finances, owns, commercially utilizes, and operates the project for the period agreed upon in the Partnership Contract, then transfers its full ownership to the Government Entity upon the expiry of the period specified in the Partnership Contract.
- 2- The Partner builds and finances the project to commercially utilize and operate it for the period agreed upon in the Partnership Contract, then transfers the right of use to the Government Entity upon the expiry of the period specified in the Partnership Contract.
- 3- The Partner builds the project and transfers 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 use of the project to the Partner for the purpose of enabling it to commercially utilize and operate it for the period agreed upon in the Partnership Contract.

5- Any other method approved by the Supreme Committee upon the recommendation of the Government Entity and the Department, including the maintenance, expansion, or rehabilitation of any existing project.

## **Competent Authority for Project Approval**

### **Article (8)**

a- Partnership projects shall be approved in accordance with the following powers:

1- The Director General or his delegate, if the Partnership Contract generates revenue or financial savings.

2- The Director General or his delegate, if the total cost to be borne by the Government Entity for the Partnership Contract does not exceed AED 200,000,000 (two hundred million dirhams).

3- The Department, if the total cost to be borne by the Government Entity for the Partnership Contract exceeds AED 200,000,000 (two hundred million dirhams) and up to AED 500,000,000 (five hundred million dirhams).

4- The Supreme Committee, if the total cost to be borne by the Government Entity for the Partnership Contract exceeds AED 500,000,000 (five hundred million dirhams).

b- The Department and the Supreme Committee shall issue their written approval for the Partnership project in accordance with Clauses (3) and (4) of Paragraph (a) of this Article based on the recommendation of the Government Entity, and studies related to feasibility, ensuring service levels, quality of facility assets and their maintenance, and the controls and provisions stipulated in this Law and the resolutions issued hereunder.

c- The Government Entity may not take any action to contract with the Partner before it is approved by the Competent Authority, in accordance with the provisions of Paragraph (a) of this Article.

d- The Department and the Supreme Committee may delegate any of their powers stipulated in Clauses (3) and (4) of Paragraph (a) of this

Article to the Director General of the Government Entity concerned with the Partnership Contract, provided that this delegation is in writing and specific.

## **Competencies of the Department**

### **Article (9)**

For the purposes of this Law, the Department shall assume the following duties and powers:

- 1- Developing the general policy for regulating Partnership projects between the public and private sectors and submitting it to the Supreme Committee for approval.
- 2- Proposing the updating and development of legislation regulating Partnerships, in accordance with the best practices applied in this regard, the results of the experiences of Government Entities in implementing Partnership projects, and the observations and proposals of these entities, taking into account the interests of both the public and private sectors.
- 3- Providing assistance and support to Government Entities in preparing and developing their Partnership initiatives.
- 4- Participating in providing a suitable environment for investment in Partnership projects, and promoting them within and outside the Emirate in coordination with the competent authorities in the Emirate.
- 5- Preparing a general guide that includes the rules and procedures to be observed if a Government Entity wishes to conclude a Partnership Contract.
- 6- Overcoming all difficulties that may obstruct the work of the Project Company in coordination with the relevant Government Entities.
- 7- Proposing the necessary measures to develop Partnership as a method for managing projects and providing government services.
- 8- Any other tasks necessary to achieve the objectives of this Law.

## **Competencies of the Government Entity**

### **Article (10)**

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

- 1- Preparing the necessary studies to determine the justifications for implementing the proposed project, provided that these studies include a statement of the financial, economic, technical, and social feasibility of the Partnership, its beneficiaries, appropriate criteria for selecting the Partner, the project implementation program, and an analysis of the risks associated with this implementation.
- 2- 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.
- 3- Coordinating with the Government Entities concerned with the project to determine its impact on their plans in particular, and on the Government's strategic plans in general.
- 4- Studying and estimating all financial aspects of the Partnership Contract and having them approved by the Department.
- 5- Proposing the criteria to be met by the entity to be contracted with, and proposing preliminary Partnership Contracts and their appendices.
- 6- Coordinating with the Department to determine the appropriate Partnership methods for the nature of the project or service according to the Partnership methods stipulated in this Law.
- 7- Selecting qualified consulting firms to conduct studies related to the project.
- 8- Forming a working team with the private sector to cooperate on work mechanisms, provide, exchange, and update necessary information, and cooperate on technical developments and work needs.
- 9- Supervising the proper implementation by the Project Company of its obligations stipulated in the Partnership Contract, and taking the necessary and immediate measures to address any breach or default in the implementation of these obligations in a way that ensures the project continues to achieve its desired objectives.

10- Coordinating with the competent authorities to overcome obstacles that may prevent the implementation of the project.

11- Notifying the Financial Audit Department of any financial violations that may be committed by the Project Company.

12- Preparing quarterly reports, including a statement of work progress during the implementation of the Partnership Contract, obstacles encountered in its implementation, if any, and proposing appropriate solutions to address them, and submitting these reports to the Department.

## **Formation of the Partnership Committee**

### **Article (11)**

a- An internal committee called the "Partnership Committee" shall be formed within the Government Entity, whose members are appointed by a decision of the Director General. This committee shall be entrusted with carrying out all the tasks stipulated in this Law and the resolutions issued hereunder. The decision to form it shall specify its working mechanism and how its meetings are held.

b- The Partnership Committee may, in carrying out its duties, seek the assistance of any experts and specialists it deems appropriate.

c- The Partnership Committee must include in its membership a representative from the Department, to be named by its Director General, if the total cost to be borne by the Government Entity for the Partnership Contract exceeds AED 200,000,000 (two hundred million dirhams).

## **Proposing Partnership Projects**

### **Article (12)**

Projects that could be the subject of a Partnership may be proposed by the Government Entity or the Private Sector.

## **Supervision of Partnership Projects**

### **Article (13)**

The Financial Audit Department shall undertake the supervision of the implementation of the Partnership Contract, in accordance with its founding law, the provisions of this Law and the resolutions issued hereunder, the terms of the Partnership Contract, and the legislation in force in the Emirate.

### **Basis for Partner Selection**

#### **Article (14)**

- a- The process of selecting a Partner for the project shall be subject to the principles of publicity, transparency, free competition, equal opportunity, equality, announcement of competition, and serving the public interest. It must be prepared in accordance with the rules and procedures stipulated in this Law and the resolutions issued hereunder.
- b- The Partner must meet the approved financial and technical criteria, controls, and requirements, and possess the ability and competence in its field of work and specialization.
- c- Notwithstanding what is stated in Paragraph (a) of this Article, the Government Entity may contract directly with the Project Company if the project is innovative and proposed by this company.

### **Prequalification of Companies**

#### **Article (15)**

Taking into account the provisions of Paragraph (c) of Article (14) of this Law, the Government Entity must, before entering into the Bid, take the necessary measures to prequalify companies with which a Partnership can be entered, taking into account the following:

- 1- Announcing the project and its details clearly in various media, and with sufficient time before the start of the Bid.
- 2- The controls and criteria stipulated in this Law and the resolutions issued hereunder.

## **Preliminary Meetings**

### **Article (16)**

- a- The Government Entity may hold preliminary meetings and gatherings with prequalified Partners to discuss matters related to the project's specifications, its preliminary conditions, and other related issues.
- b- The prequalified Partner may require the Government Entity not to publish or disclose data related to its economic or financial forecasts concerning the project that is the subject of the Partnership, in order to maintain its confidentiality.
- c- Prequalified Partners shall be treated in accordance with the principles and foundations set out in Article (14) of this Law to ensure equal opportunities and complete equality among them.
- d- The Government Entity may, before starting the Bid and based on justified reasons and the approval of the Competent Authority, amend some of the project's specifications and the special conditions of the Partnership method, provided it does not affect the prequalification criteria. It must announce these amendments clearly and explicitly in various media and with sufficient time before the start of the Bid.

## **Determining Conditions and Securities**

### **Article (17)**

The invitation to bid for the Partnership must include all details related to the project, including the financial, administrative, and technical requirements of the Partnership, the type of project and the Partnership method, the conditions for participation in the Bid, the financial securities required from the Project Company in cases that warrant it, and the conditions, procedures, and cases in which these securities and guarantees may be confiscated and returned.

## **Terms and Specifications Book**

### **Article (18)**

The Government Entity shall prepare a book of terms and specifications for the project subject to the Partnership Contract, which shall include 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 service level, including performance indicators, safety, security, and environmental protection standards, and others.
- 4- The main and supplementary conditions of the Partnership Contract.
- 5- The documents, forms, and deadlines related to the Partnership.
- 6- The value of the bid bond and the method of calculating the performance bond.
- 7- Specifying the methods and criteria for differentiating between the submitted bids.
- 8- The final deadline for receiving bids.

### **Issuing the Bid**

### **Article (19)**

After the Competent Authority approves the project, the Government Entity shall invite the prequalified Partners to obtain the book of terms and specifications for the project to be offered for Partnership, in accordance with the principles, rules, and procedures specified by the resolutions issued in implementation of this Law. The invitees shall be given sufficient time to enable them to submit bids according to the project's book of terms and specifications.

## **Acceptance of Bids**

### **Article (20)**

For any of the submitted bids for the Partnership to be accepted, they must meet all the conditions and specifications specified in the project's book of terms and specifications, both in technical and financial aspects. Any bid that does not meet these conditions and specifications shall be excluded.

## **Consortium of Companies**

### **Article (21)**

a- A consortium of more than one prequalified company may submit a single bid, and the bid shall be in the name of the consortium, unless the book of terms and specifications includes a provision requiring the submission of separate bids.

b- It is prohibited for any member of the consortium to submit individual bids, either directly or through another consortium, or for the bid to 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 bid conditions state otherwise or the Department agrees.

## **Evaluation of Bids**

### **Article (22)**

The Partnership Committee shall undertake the task of studying and evaluating the submitted bids from the technical, financial, and legal aspects, determining the acceptable and excluded bids, and evaluating their compliance with the announced conditions and specifications. Each bid shall be given an evaluation score, according to the principles and procedures specified in the project's book of terms and specifications.

## **Opening of Bids**

### **Article (23)**

The Partnership Committee shall invite the bidders or their legal representatives to attend the envelope-opening session. The project shall be awarded to the owner of the most advantageous bid technically and financially from among the submitted bids, after applying the relative weighting criteria for the financial and technical elements of the Bid as set out in the project's book of terms and specifications.

## **Cancellation of the Bid**

### **Article (24)**

- a- The bidding procedures for the Partnership 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, and it is difficult to evaluate them technically or financially.
  - 3- If the value of the lowest bid is unjustifiably higher than the initial estimates set by the Government Entity, or if the value of the highest bid is lower than these estimates for contracts that generate revenue.
  - 4- If the public interest requires the cancellation of the Bid.
- b- The decision to cancel the Bid must be justified, and none of the bidders shall have the right to claim any compensation for the cancellation.
- c- Notwithstanding what is stated in Paragraph (a) of this Article, the Partnership Committee may, in exceptional cases, accept the sole bid or the bid whose value is less or more than the estimated value, when the public interest so requires.

## **Establishment of the Project Company**

### **Article (25)**

a- 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.

b- If the Government Entity does not wish to participate in the Project Company, the winning bidder 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 to be met by the Project Company.

c- Notwithstanding what is stated in Paragraph (b) of this Article, the Government Entity may, with the approval of the Department, authorize the winning bidder of the Partnership Contract to implement the project subject to the contract without the need to establish a Project Company, 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 shall in this case be treated as the Project Company.

## **Content of the Partnership Contract**

### **Article (26)**

The Partnership Contract must include the basic provisions that regulate the Partnership and the mutual obligations between its parties, most importantly 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, and 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 financing methods.

5- Rules for the selling price of the product or the fee for the service on which the project is based, and the principles and rules for their determination and modification.

6- Means of quality assurance, and tools for financial, administrative, and technical supervision, monitoring, and follow-up of the project's operation, exploitation, and maintenance, and performance evaluation indicators for the Project Company.

7- Regulating the right of the Government Entity to terminate the Partnership Contract, or to amend the terms of this contract, the extent of the Project Company's commitment to these amendments, and the principles and mechanisms for compensation in such a case.

8- Types and amounts of insurance for the Partnership 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- Determining the basis for the distribution of risks associated with the project, in case of force majeure or unforeseen circumstances, or material difficulties, as well as determining the basis for estimating compensation for them.

10- The duration of the contract and cases of early termination, in whole or in part, and a statement of the rights and obligations of its parties.

11- Specifying 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 the event of a breach of its contractual obligations.

13- Regulating the rules and procedures for recovering the project, whether at the end of the contract period or in cases of unilateral, early, or partial termination.

14- Procedures to ensure the continuity of the project and the works subject to the Partnership Contract upon the expiry of the contract period, or upon its termination, or in the event of the Project Company's breach of its contractual obligations.

15- Provisions regarding the use of the services of the Government Entity's employees by the Project Company, and determining the Emiratisation 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 determined by the Supreme Committee, the Department, or the Government Entity by virtue of resolutions issued in this regard.

## **Duration of the Partnership Contract**

### **Article (27)**

a- The duration of the Partnership Contract shall be determined as agreed upon between the Government Entity and the Project Company, provided that this duration does not exceed (30) thirty years, starting from the date of signing the contract, or the date specified by the Partnership Committee.

b- Notwithstanding what is stated in Paragraph (a) of this Article, the Supreme Committee may, in accordance with the public interest and upon the recommendation of the Partnership Committee, approve the conclusion of Partnership Contracts for a period exceeding (30) thirty years.

## **Service Fees**

### **Article (28)**

The Project Company is prohibited from operating the project or collecting any fees, charges, tariffs, prices, or any other financial amounts of any kind for the works and services agreed upon under the Partnership Contract until 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.

## **Equality among Beneficiaries**

### **Article (29)**

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- The Project Company may, after obtaining the approval of the Partnership Committee and the Department, and when the public interest so requires, decide on special preferential rights and conditions for certain categories of beneficiaries, provided that this is in accordance with general rules agreed upon in advance between the Government Entity and the Project Company.

## **Amending the Terms of the Partnership Contract**

### **Article (30)**

The Partnership Committee may, after obtaining the approval of the Director General or his delegate and within the limits and controls agreed upon in the Partnership Contract, amend the terms of this contract when the public interest so requires. This amendment shall be made in writing by means of a contract addendum concluded for this purpose.

## **Unforeseen Circumstances**

### **Article (31)**

The Partnership Contract may be amended in accordance with the principles and rules stipulated therein in unforeseen circumstances. The resolutions issued in implementation of this Law shall determine the controls for unforeseen circumstances, the payment of compensation to the Partner, and how to amend the Partnership Contract and its controls.

## **Obligations of the Project Company**

### **Article (32)**

In addition to the obligations stipulated in this Law, the resolutions issued hereunder, and the clauses of the Partnership Contract, the Project Company must comply with the following:

- 1- Not to dissolve or liquidate the Project Company, change its legal form, reduce its capital, or assign it to a third party without obtaining the prior approval of the Partnership Committee.
- 2- To maintain, preserve, and care for the project's assets and use them for the purpose for which they were intended.
- 3- Not to sell any of the movable and immovable assets and funds belonging to the project 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 the prior approval of the Partnership Committee.
- 4- To provide all papers, information, and data requested by the Government Entity, the Department, or the Financial Audit Department, to cooperate with their employees, and to allow them to enter its sites for inspection at any time.
- 5- To commit to transferring knowledge and expertise to the Government Entity, and to training and qualifying the employees of this entity, as agreed upon in this regard.
- 6- To submit periodic reports to the Government Entity on the progress of the project's implementation, including construction, equipping, development, operation, maintenance, and management, and any other matters requested by the Government Entity.
- 7- To provide environmental and health requirements 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 hereunder, and the clauses of the Partnership Contract.

## **Breach of Obligations**

### **Article (33)**

Without prejudice to the right of the Government Entity to compensation and the imposition of penalties prescribed under the Partnership Contract, the Government Entity may, itself or through another party of its choice, implement the Partnership Contract in the event of a material or gross breach by the Project Company in the implementation of its obligations or its inability to achieve the quality levels prescribed under this Law, the resolutions issued hereunder, or the Partnership Contract concluded with it, after notifying the Project Company of the aspects of breach and shortcomings in its performance and its failure to rectify its situation within the deadline specified in the notification.

## **Verifying the Project Company's Diligence**

### **Article (34)**

Without prejudice to the competencies of the Financial Audit Department, the Government Entity shall follow up on the stages of the project's establishment and equipping and the availability of the services subject to the Partnership Contract, and ensure that the required quality levels are achieved. For this purpose, it may appoint representatives 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 Partnership Committee, in accordance with the procedures, controls, and periods specified by the resolutions issued in implementation of this Law.

## **Applicable Law**

### **Article (35)**

a- The Partnership Contract, including its terms, rules, and obligations, shall be subject to the provisions of this Law and the resolutions issued hereunder. The legislation in force in the Emirate shall apply to any case not provided for in the Partnership Contract, including the aforementioned Law No. (6) of 1997.

b- The Partnership Contract may not provide for the settlement of disputes arising from it through arbitration outside the Emirate or subject any dispute concerning it or the procedures related to it to any laws or principles other than the laws and principles applicable in the Emirate. Any provision to the contrary shall be null and void and not binding.

## **Financing the Project Company**

### **Article (36)**

The Government Entity may, in coordination with the Department 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 resulting obligations in this case.

## **Submission of Grievances**

### **Article (37)**

- a- Any interested party may submit a written grievance to the Department against any decision or action taken against it by the Government Entity under this Law, the resolutions issued hereunder, or the Partnership Contract, within (30) thirty days from the date of the issuance of the decision or action being grieved, provided that this grievance is supported by documents and records that support it.
- b- The Department shall study the grievance referred to in Paragraph (a) of this Article within (30) thirty days from the date of its submission and issue its appropriate decision on it.

## **Issuance of Executive Resolutions**

### **Article (38)**

The Chairman of the Supreme Committee shall issue the resolutions necessary for the implementation of the provisions of this Law.

## **Repeals**

### **Article (39)**

Any provision in any other legislation shall be repealed to the extent that it contradicts the provisions of this Law.

### **Publication and Entry into Force**

### **Article (40)**

This Law shall be published in the Official Gazette, and shall come into force (60) sixty days after the date of its publication.

Mohammed bin Rashid Al Maktoum Issued in Dubai on 10 August 2015

Ruler of Dubai

Corresponding to 25 Shawwal 1436

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