

Law No. (22) of 2015
Regulating
Partnership between the
Public Sector and the Private Sector in the Emirate of Dubai¹

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (5) of 1995 Establishing the Department of Finance;

Law No. (7) of 1995 Concerning the Financial Regulations of Government Departments in the Emirate of Dubai and its Implementing Bylaw;

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

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

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

Law No. (6) of 2011 Regulating Participation of the Private Sector in Electricity and Water Production in the Emirate of Dubai; and

Decree No. (24) of 2007 Forming the Supreme Fiscal Committee in the Emirate of Dubai and its amendments,

Do hereby issue this Law.

Title of the Law
Article (1)

This Law will be cited as “Law No. (22) of 2015 Regulating Partnership between the Public Sector and the Private Sector in the Emirate of Dubai”.

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¹Every effort has been made to produce an accurate and complete English version of this legislation. However, for the purpose of its interpretation and application, reference must be made to the original Arabic text. In case of conflict, the Arabic text will prevail.

Law No. (22) of 2015 Regulating Partnership between the Public Sector and the Private Sector in the Emirate of Dubai

Definitions

Article (2)

The following words and expressions, wherever mentioned in this Law, will have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate:	The Emirate of Dubai.
Government:	The Government of Dubai.
SFC:	The Supreme Fiscal Committee in the Emirate of Dubai.
DOF:	The Department of Finance.
Government Entity:	Any of the Government departments; public agencies and corporations; councils; authorities, including free zone authorities; or other entities affiliated to the Government.
Competent Authority:	The entity responsible for approving a Partnership Project in accordance with this Law.
Director General:	The director general of a Government Entity, including the executive director, chief executive officer, or secretary general of that entity; or any other person holding a similar position.
Project:	Any facility, service, activity, or product supervised, provided, or produced by a Government Entity.
Public Sector:	This includes Government Entities.
Private Sector:	This includes private establishments and companies.
Partnership:	A contractual relationship between the Public Sector and the Private Sector which arises in accordance with this Law, the resolutions issued in pursuance hereof, and the provisions of a Partnership Contract. This relationship aims at implementing a Project in whole or in part to ensure quality services; increase the revenue of a Government Entity; or achieve any other objective through utilising the competencies and the financial, technical, or other capabilities of the Private Sector.
Partnership Contract:	A definite-term Contract concluded by a Government Entity and a Project Company whereby the Project Company undertakes to implement a Project in accordance with this Law, the resolutions issued in pursuance hereof, and the terms of that Contract, in return for a lump sum or in return for all or part of the revenue of the Project.

Project Company:	A sole proprietorship, or a local or foreign company licensed to operate in the Emirate, which implements a Partnership Contract and meets the conditions stipulated in the resolutions issued in implementation hereof.
Partner:	A legal person, or a consortium of legal persons, from the Private Sector who is a party to a Partnership Contract.
Tender:	A series of procedures announced in accordance with this Law, and the resolutions issued in pursuance hereof, with which a Government Entity must comply to select the best bid, from a financial or technical perspective, and to conclude a Partnership Contract with the winning bidder.
Partnership Committee:	A committee formed at a Government Entity in accordance with this Law.

Objectives of the Law Article (3)

This Law aims to:

1. regulate Partnership between the Public Sector and the Private Sector;
2. encourage the Private Sector to participate in development Projects and to boost investment in various relevant fields, thus promoting economic and social development in the Emirate;
3. enable the Government to implement its strategic Projects in an efficient and effective manner;
4. utilise the financial, administrative, regulatory, technical, and technological potential and experience of the Private Sector, thus enabling community members to avail of quality services at the lowest cost;
5. increase productivity, improve the quality of public services, and adopt efficient management practices to develop such services;
6. transfer knowledge and skill from the Private Sector to the Public Sector, and train and qualify UAE national employees of Government Entities to manage and operate Projects;
7. implement Projects which provide significant added value to public property, and alleviate the financing burden on the general budget of the Government in relation to the construction, operating, or maintenance costs of Projects;
8. reduce the financial risk that may be assumed by the Government as a result of the implementation of high-risk Projects;

9. shift the management of certain infrastructure and public services Projects from direct implementation, operation, and management to other forms of government involvement related to policy approval and quality control of public services in accordance with governance requirements;
10. boost the competitive edge of Projects in local, regional, and international markets; and
11. promote governance principles for managing economic activities, and apply financial resource management procedures.

Scope of Application **Article (4)**

This Law will apply to:

1. Government Entities that are subject to the general budget of the Government. The SFC may extend the application of this Law to any Government Entity which is not subject to the general budget of the Government; and
2. any Project, regardless of its type, form, or activities, which is governed by a Partnership Contract between the Public Sector and the Private Sector in the Emirate concluded by any of the entities mentioned in paragraph (1) of this Article after the effective date of this Law. This will not include:
 - a. electricity and water production Partnership Projects governed by the above-mentioned Law No. (6) of 2011;
 - b. works Contracts, materials supply Contracts, and services Contracts governed by the above-mentioned Law No. (6) of 1997; and
 - c. any other Contracts determined pursuant to the resolutions issued by the SFC in this respect.

Terms of Partnership **Article (5)**

- a. A Partnership between the Public Sector and the Private Sector will be formed pursuant to a Partnership Contract and in accordance with the provisions of this Law.
- b. To conclude a Partnership Contract in accordance with this Law, the relevant Project must have economic, financial, technical, and social benefits.
- c. A Partnership Contract under which a Government Entity incurs expenses may only be concluded if appropriations are allocated in the budget of the Government Entity to cover these expenses.

Project Selection Article (6)

When selecting Partnership Projects, the following must be taken into account:

1. the extent to which the Project serves the interest of the Government and the public interest;
2. the economic feasibility of the Project and its positive influence on the approved development plans of the Emirate;
3. the risks, especially environmental risks, that may arise as a result of implementing the Project through a Partnership;
4. the volume of capital investment and the technical expertise that may effectively improve the performance of public facilities and ensure quality services;
5. international best practices in implementing Projects through Partnerships; and
6. the priority and operational impact of the Project, and the extent to which it meets the needs of the Emirate.

Methods of Forming Partnerships Article (7)

A Partnership may be formed in any of the following methods:

1. a Partner implements, finances, owns, reaps commercial benefits from, and operates a Project for the term agreed upon in the Partnership Contract; then assigns the Project and fully transfers its ownership to a Government Entity upon expiry of the term stipulated in the Partnership Contract;
2. a Partner implements, finances, reaps commercial benefits from, and operates a Project for the term agreed upon in the Partnership Contract; then assigns the benefit of the Project to a Government Entity upon expiry of the term stipulated in the Partnership Contract;
3. a Partner implements a Project then transfers its ownership to a Government Entity while preserving his right to operate the Project and reap commercial benefits from it for the term agreed upon in the Partnership Contract;
4. a Government Entity transfers the benefit of a Project to a Partner, thus allowing him to operate it and reap commercial benefits from it for the term agreed upon in the Partnership Contract; or
5. any other method approved by the SFC upon the recommendation of the Government Entity and the DOF, including the maintenance, expansion, or rehabilitation of an existing Project.

Competent Project Approval Authorities
Article (8)

- a. A Partnership Project will be approved by:
1. the Director General or his authorised representative, where the Partnership Contract generates revenue or budget savings;
 2. the Director General or his authorised representative, where the total cost to be incurred by a Government Entity in respect of the Partnership Contract does not exceed two hundred million Dirhams (AED 200,000,000.00);
 3. the DOF, where the total cost to be incurred by a Government Entity in respect of the Partnership Contract exceeds two hundred million Dirhams (AED 200,000,000.00), up to five hundred million Dirhams (AED 500,000,000.00); and
 4. the SFC, where the total cost to be incurred by a Government Entity in respect of the Partnership Contract exceeds five hundred million Dirhams (AED 500,000,000.00).
- b. Based on the recommendation of the Government Entity, feasibility studies, service quality assurance reviews, facility asset quality and maintenance reviews, and the rules and terms stipulated in this Law and the resolutions issued in pursuance hereof, the DOF and the SFC will issue their written approval of the Partnership Project in accordance with paragraphs (a)(3) and (a)(4) of this Article.
- c. No Government Entity may proceed to contract with a Partner unless the Partnership Project is approved by the Competent Authority in accordance with paragraph (a) of this Article.
- d. The DOF and the SFC may delegate any of their powers under paragraphs (a)(3) and (a)(4) of this Article to the Director General of the Government Entity party to the Partnership Contract, provided that such delegation is specific and in writing.

Functions of the DOF
Article (9)

For the purposes of this Law, the DOF will have the duties and powers to:

1. develop the general policy regulating Partnership Projects between the Public Sector and the Private Sector, and submit the same to the SFC for approval;
2. propose updates and developments to the legislation regulating Partnerships based on the relevant best practices, the outcomes of Partnership Projects implemented by Government Entities, and the comments and proposals of these entities; taking into consideration the interests of the Public Sector and the Private Sector;
3. provide support and assistance to Government Entities in the preparation and development of Partnership initiatives;

4. contribute to creating a favourable environment to invest in Partnership Projects, and promote these Projects within and outside of the Emirate in coordination with competent entities in the Emirate;
5. prepare a general manual containing the rules and procedures that must be followed where a Government Entity wishes to conclude a Partnership Contract;
6. in coordination with concerned Government Entities, overcome all the difficulties that a Project Company may face;
7. propose necessary measures for developing Partnerships as a method of managing Projects and providing Government services; and
8. perform any other duties that are required for the achievement of the objectives of this Law.

Functions of Government Entities Article (10)

For the purposes of this Law, a Government Entity will:

1. prepare the studies required for determining the rationale behind implementing any proposed Project. These studies must cover the financial, economic, technical, and social feasibility and the beneficiaries of the Partnership, appropriate criteria for selecting a Partner, a Project implementation programme, and an implementation risk analysis;
2. determine the human, financial, and technical resources required for any Project; the methods of financing that Project and contributions of both parties to the same; the distribution of Project dividends; the service charges and exemption from these charges; the intellectual property rights; and other relevant matters;
3. coordinate with the Government Entities concerned in any Project to determine its impact on their own plans, and on the strategic plans of the Government in general;
4. study and evaluate all financial aspects of any Partnership Contract and have these aspects approved by the DOF;
5. propose the standards that must be met by the entities with which Contracts will be concluded, and propose preliminary Partnership Contracts and their addenda;
6. coordinate with the DOF to determine the methods of Partnership appropriate for Projects or services in accordance with the Partnership methods stipulated in this Law;
7. select qualified consultancy companies to conduct studies related to Projects;
8. form work teams with the Private Sector to agree on work methods; to gather, exchange, and update information; and to cooperate regarding technical developments and work requirements;

9. supervise the proper performance by Project Companies of their obligations under Partnership Contracts, and take immediate and appropriate measures to remedy any breach or omission in the performance of such obligations in a manner that ensures that Projects continue to achieve their objectives;
10. coordinate with Competent Authorities to overcome any obstacles that may prevent the implementation of Projects;
11. report to the Financial Audit Department any financial breaches committed by a Project Company; and
12. prepare quarterly reports on work progress throughout the performance of Partnership Contracts, and any obstacles hindering such performance; propose appropriate solutions to these obstacles; and submit the reports to the DOF.

Formation of Partnership Committees Article (11)

- a. An internal committee named the "Partnership Committee" will be formed at each Government Entity. Members of this committee will be nominated pursuant to a resolution of the Director General of that entity. These committees will be responsible for performing all the duties stipulated in this Law and the resolutions issued in pursuance hereof. The resolutions forming these committees will determine their terms of reference and the procedures for holding their meetings.
- b. For the purposes of performing its duties, a Partnership Committee may seek assistance from any experts and specialists it deems appropriate.
- c. Where the total cost to be incurred by a Government Entity in respect of a Partnership Contract exceeds two hundred million Dirhams (AED 200,000,000.00), the members of the Partnership Committee must include a representative from the DOF nominated by its Director General.

Proposing Partnership Projects Article (12)

A Partnership Project may be proposed by a Government Entity or by the Private Sector.

Auditing Partnership Projects Article (13)

The Financial Audit Department will audit the performance of Partnership Contracts in accordance with its establishing law, this Law, the resolutions issued in pursuance hereof, the terms of these Partnership Contracts, and the legislation in force in the Emirate.

Criteria for Selecting Partners

Article (14)

- a. The process of selecting a Project Partner will be subject to the principles of openness, transparency, fair competition, equal opportunity, equality, announcement of competition, and achieving the public interest. This process must be conducted in accordance with the rules and procedures stipulated in this Law and the resolutions issued in pursuance hereof.
- b. A Partner must meet the approved financial and technical standards, rules, and requirements; and must have the capabilities and competencies required for working in his field of specialisation.
- c. Notwithstanding the provisions of paragraph (a) of this Article, a Government Entity may directly contract with a Project Company where the Project is solely created by that company.

Prequalification of Companies

Article (15)

Subject to paragraph (c) of Article (14) of this Law, a Government Entity must, prior to initiating any tendering process, follow the prequalification procedures required to shortlist the companies eligible for entering into Partnership with that Government Entity. This includes:

1. clearly announcing the Project and its details in various media sufficient time in advance of initiating the tendering process; and
2. complying with the rules and criteria stipulated in this Law and the resolutions issued in pursuance hereof.

Preliminary Meetings

Article (16)

- a. A Government Entity may hold preliminary meetings with prequalified Partners to discuss matters related to the preliminary specifications and conditions of a Project, and other relevant matters.
- b. For confidentiality purposes, a prequalified Partner may request a Government Entity not to publish or disclose the data relating to his economic or financial forecasts which are relevant to a Partnership Project.
- c. For purposes of ensuring equality and equal opportunity, prequalified Partners will be treated in accordance with the rules and principles stated in Article (14) of this Law.
- d. Prior to initiating a tendering process, a Government Entity may, based on valid reasons and the approval of the Competent Authority, vary certain Project specifications and terms of Partnership without affecting prequalification criteria.

Such variation must be clearly and expressly announced in various media sufficient time prior to the tendering process.

Terms and Guarantees

Article (17)

An invitation to tender for a Partnership must contain all the details relating to the Project, including the financial, administrative, and technical requirements of the Partnership; the type of Project; the method of Partnership; the terms of participation in the Tender; the required financial guarantees to be provided by the Project Company, where applicable; and the conditions, procedures, and cases where such security and guarantees may be confiscated or returned.

Tender Documents

Article (18)

A Government Entity will prepare the Tender documents of Partnership Projects. The Tender documents of a Project must contain:

1. information on the Project, as necessary to enable bidders to prepare and submit their bids;
2. the Project specifications and the technical and financial requirements that must be met by bids;
3. specifications of the final product and required service level, including performance indicators; safety, security, and environmental protection standards; and other standards;
4. the basic and supplementary terms of the Partnership Contract;
5. the documents, forms, and time frames related to the Partnership;
6. the amount of the bid bond and method of calculating the performance bond;
7. the grounds on which submitted bids will be assessed; and
8. the deadline for receiving bids.

Tendering Process

Article (19)

Upon approval of a Project by the Competent Authority, the Government Entity will, in accordance with the principles, rules, and procedures stipulated in the resolutions issued in implementation of this Law, invite prequalified Partners to collect the Tender documents of the Partnership Project. Bidders must be given sufficient time to submit their bids in accordance with the Tender documents of the Project.

Accepting Bids Article (20)

To be accepted, a bid for a Partnership must meet all the technical and financial requirements and specifications stipulated in the Tender documents of the Project. Any bid that does not meet these requirements and specifications will be disqualified.

Consortiums of Companies Article (21)

- a. Unless the Tender documents stipulate that a separate bid must be submitted by each company, a bid may be submitted by a consortium of prequalified companies in the name of this consortium.
- b. Unless the Tender documents stipulate otherwise or the DOF approves otherwise, no member of the consortium may submit a separate bid directly or through another consortium; and no bids may be submitted by a company in which a member of this consortium owns majority of the capital or by a company which is controlled by that member.

Assessment of Bids Article (22)

The Partnership Committee will review and assess the technical, financial, and legal aspects of bids; determine accepted and disqualified bids; and assess their conformity to the announced terms and specifications. Each bid will be awarded an assessment score in accordance with the rules and procedures stipulated in the Tender documents of the Project.

Bid Opening Article (23)

A Partnership Committee will invite bidders or their legal representatives to a session in which bids are opened. A Project will be awarded to the bidder who submits the best bid, from a technical and financial perspective, after applying the relative weight factors of each of the financial and technical elements set out in the Tender documents of the Project.

Cancellation of Tenders Article (24)

- a. A Tender for a Partnership may be cancelled by the Partnership Committee in the following cases:
 1. where a sole bid is submitted, or only one (1) bid remains after disqualifying unacceptable bids;

2. where all or most of the bids contain reservations that contradict with the prescribed terms and specifications, and these bids are difficult to assess technically or financially;
 3. where the lowest bid unjustifiably exceeds the initial estimate of the Government Entity; or where, for revenue-generating Contracts, the value of the highest bid is less than that estimate; or
 4. where the public interest requires cancelling the Tender.
- b. The Tender cancellation decision must be reasoned, and no bidder will be entitled to claim any compensation as a result of the cancellation.
 - c. Notwithstanding the provisions of paragraph (a) of this Article, a Partnership Committee may, in special cases where the public interest so requires, accept a sole bid or a bid whose value exceeds, or is below, the estimated value of the Tender.

Establishment of Project Companies

Article (25)

- a. The Government Entity responsible for a Project may establish a Project Company jointly with the Private Sector. This company must take the form of a limited liability company.
- b. Where a Government Entity does not wish to participate in the Project Company, the bidder to whom the Partnership Contract is awarded must establish a Project Company whose sole purpose is to implement the Project covered by the Partnership Contract. The resolutions issued in pursuance of this Law will determine the requirements that must be met by the Project Company.
- c. Notwithstanding paragraph (b) of this Article, a Government Entity may, subject to the approval of the DOF, authorise a bidder who is awarded a Partnership Contract to implement the Partnership Project without having to establish a Project Company where that winning bidder is, under the then current situation, capable of implementing the Project using his own financial and technical resources, and of providing sufficient financial guarantees. In this case, the Partner will be treated as a Project Company.

Contents of Partnership Contracts

Article (26)

A Partnership Contract must contain the basic provisions governing the Partnership, and the mutual obligations of the parties to the Contract, which mainly include:

1. the type and scope of the works and services that must be performed by the Project Company;
2. the ownership of assets and intellectual property rights pertaining to the Project, the obligations of parties with respect to the handover of the Project site, and the provisions governing the transfer of ownership upon completion of the Project

3. the responsibility for obtaining licences, permits, and approvals;
4. the mutual financial and technical obligations of both contracting parties, and the relevant financing methods;
5. the rules governing the sale prices of products, or charges of the services, provided under the Project; and the principles and rules of determining and changing these prices or charges;
6. the quality assurance methods; the financial, administrative, and technical audit and supervision tools required for operating, utilising, and maintaining the Project; and the performance indicators of the Project Company;
7. the rules regulating the right of the Government Entity to revoke or amend the Partnership Contract and the compliance by the Project Company with these amendments; and the grounds and methods of compensation in the event of such a revocation or amendment;
8. the types and amounts of insurance covering the Partnership Project and its operational and utilisation risks, the performance guarantees provided to the Government Entity, and the provisions and procedures related to refunding these guarantees;
9. the grounds for distribution of Project risks in cases of force majeure, emergency, or material hardships; and the grounds for assessment of the relevant compensation;
10. the term of Contract, cases of early partial or complete termination, and rights and obligations of the contracting parties;
11. the cases where the Government Entity may unilaterally terminate the Contract;
12. the penalties that may be imposed on the Project Company if it fails to meet its contractual obligations;
13. the rules and procedures for recovering the Project upon expiry, unilateral termination, or early or partial termination of the Contract;
14. the procedures for ensuring the continuity of the Project and works covered by the Partnership Contract upon expiry or revocation of the Contract, or upon failure by the Project Company to meet its contractual obligations;
15. the provisions related to using the services of the employees of the Government Entity by the Project Company, and those related to determining the percentage of UAE nationals in the company;
16. the measures that must be taken by the Project Company to preserve the environment;
17. the specifications of the end products or service levels that the Project Company must comply with, including any performance indicators; safety, security, and environmental protection standards, and other standards; or electronic systems and programmes that must be used by the Project Company; and

18. any other obligations determined by the SFC, the DOF, or the Government Entity in accordance with the resolutions issued by these entities in this respect.

Term of a Partnership Contract Article (27)

- a. The term of a Partnership Contract will be agreed upon by the Government Entity and the Project Company. This term may not exceed thirty (30) years commencing from the date on which the Contract is executed or any other date determined by the Partnership Committee.
- b. Notwithstanding paragraph (a) of this Article, the SFC may, for the exigencies of public interest and upon the recommendation of a Partnership Committee, authorise the conclusion of Partnership Contracts for terms in excess of thirty (30) years.

Service Charges Article (28)

No Project Company may operate a Project or collect any charges, fees, tariffs, prices, or any other amounts of money whatsoever in return for the works or services agreed upon under the Partnership Contract unless the Government Entity issues a certificate of acceptance of the completed works or services in accordance with the performance level agreed upon in the Partnership Contract.

Equality amongst Beneficiaries Article (29)

- a. A Project Company must not discriminate amongst beneficiaries of the services provided by the Project, and must comply with the legislation regulating the provision of service and with the relevant terms of the Partnership Contract.
- b. A Project Company may, subject to obtaining approval from the Partnership Committee and the DOF where the public interest so requires, adopt preferential treatment and terms for certain categories of beneficiaries. This must be in accordance with the general rules previously agreed upon by the Government Entity and the Project Company.

Amendments to Partnership Contracts Article (30)

A Partnership Committee may, subject to obtaining approval from the Director General or his authorised representative where the public interest so requires, amend a Partnership Contract within the limits agreed upon in that Contract. This amendment will be made in writing pursuant to a Contract addendum concluded for this purpose.

Emergencies Article (31)

A Partnership Contract may, in emergencies, be amended in accordance with the rules and principles stipulated in that Contract. The resolutions issued in implementation of this Law will determine the rules governing the emergencies, the payment of compensation to Partners, and the methods and rules of amending Partnership Contracts.

Obligations of Project Companies Article (32)

In addition to the obligations stipulated in this Law, the resolutions issued in pursuance hereof, and the terms of the Partnership Contract, a Project Company must:

1. not dissolve or liquidate itself, change its legal form, decrease its capital, or be assigned to a third party, unless it first obtains the relevant approval of the Partnership Committee;
2. protect, maintain, and preserve the assets of the Project and use them only for their intended purpose;
3. not sell the Project establishments, assets, and moveable and immoveable property it owns under the Partnership Contract. This will not apply to any sale conducted in implementation of a replacement and renovation programme, in accordance with the terms of the Partnership Contract and after first obtaining the relevant approval from the Partnership Committee;
4. submit all the documents, information, and data required by the Government Entity, the DOF, or the Financial Audit Department; cooperate with their employees; and provide them with access to its sites for inspection at any time;
5. transfer knowledge and expertise to the Government Entity, and train and qualify the employees of that entity as agreed upon by the parties in this respect;
6. submit periodic reports to the Government Entity on the Project implementation, including any construction works, provision of supplies, development, operation, maintenance, management, and other work required by the Government Entity;
7. comply with environmental and health standards, and meet the requirements for the safety of Project workers and beneficiaries; and
8. not enter into any Contract with any sub-contractors unless it first obtains the relevant written approval from the Government Entity. This Contract must not affect the obligations of the Project Company prescribed by this Law, the resolutions issued in pursuance hereof, and the terms of the Partnership Contract.

Breach of Obligations Article (33)

Where a Project Company commits a material or gross breach of its obligations, or fails to meet the quality standards prescribed by this Law and the resolutions issued in pursuance hereof, or prescribed by a Partnership Contract, the Government Entity may, without prejudice to its right to claim compensation and impose the penalties prescribed by the Partnership Contract, implement that Partnership Contract by itself or through any other party it deems appropriate, after notifying the Project Company of its breach or omission and failure by the Project Company to remedy that breach or omission within the time frame prescribed in the notification .

Due Diligence of Project Companies Article (34)

Without prejudice to the functions of the Financial Audit Department, a Government Entity will follow up the implementation of, and provision of supplies to, the Project and the provision of services under the Partnership Contract; and will ensure that prescribed quality standards are met. For this purpose, it may, in accordance with the terms and provisions of the Partnership Contract and the legislation in force in the Emirate, appoint representatives to monitor the implementation of the Project. A Government Entity must submit periodic work progress reports to the Partnership Committee, in accordance with the procedures, rules, and time frames stipulated in the resolutions issued in implementation hereof.

Governing Law Article (35)

- a. A Partnership Contract and all its terms, rules, and obligations will be governed by the provisions of this Law and the resolutions issued in pursuance hereof. Where the Partnership Contract is silent, the legislation in force in the Emirate, including the above-mentioned Law No. (6) of 1997, will apply.
- b. A Partnership Contract may not stipulate that disputes arising therefrom be referred to arbitration outside of the Emirate, or that any dispute regarding the arbitration or its related procedures be subject to any laws or rules other than those in force in the Emirate. Any provision to the contrary of this rule will be deemed void and non-binding.

Financing Project Companies Article (36)

A Government Entity may, in coordination with the DOF, authorise a Project Company to enter into Contracts with financial institutions to finance the works and activities of the Project Company, subject to the legislation in force in the Emirate. In this case, the

Project Company will be solely responsible for all the obligations arising from that Contract.

Grievances

Article (37)

- a. Any affected party may submit a written grievance to the DOF against any decision or procedure taken by a Government Entity against him under this Law, the resolutions issued in pursuance hereof, or the Partnership Contract, within thirty (30) days from the date on which the contested decision or procedure is taken. The grievance must be accompanied by supporting documents.
- b. The DOF must review the grievance referred to in paragraph (a) of this Article within thirty (30) days from the date on which the grievance is submitted to it, and must render the appropriate decision in this respect.

Issuing Implementing Resolutions

Article (38)

The Chairman of the SFC will issue the resolutions required for the implementation of the provisions of this Law.

Repeals

Article (39)

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

Publication and Commencement

Article (40)

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

Mohammed bin Rashid Al Maktoum

Ruler of Dubai

Issued in Dubai on 10 August 2015
Corresponding to 25 Shawwal 1436 A.H.