



The Private Sector Participation Law

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Private Sector Participation Law

(English Translation of the Official Arabic text, the Arabic version of the Law shall be applied)

ARTICLE 1:

Unless the context otherwise indicates, the following words and terms, wherever they appear throughout this Law, shall have the meanings herein specified:

The Law: The Private Sector Participation Law.

CEDA: The Council of Economic and Development Affairs.

MOF: The Ministry of Finance.

NCP: The National Center for Privatization.

NCP's Regulation: The regulation of the National Center for Privatization.

Implementing Regulations: The implementing regulations of the Law.

Private Party: A person with a private legal personality and is a party to a PSP contract with the Government.

Infrastructure: Public utilities or Assets that, directly or indirectly, provide Public Services.

Asset: Any asset, whether permanent or temporary, immovable or movable, tangible or intangible, including rights.

Public Service: Any service provided, directly or indirectly, by a Government entity whether it is core service to provide goods or services to the public; or non-core service to support Governmental activities and functions.

Public Private Partnership (PPP): A contractual arrangement related to Infrastructure or Public Service which results in a relationship between the Government and the Private Party containing the following elements:

1. The duration of the contractual arrangement shall be for a period of (5) years or more.
2. The Private Party, pursuant to the contractual arrangement, undertakes works including two or more of the following: design, construction, management, operation, maintenance or finance of the Assets, whether these Assets are government-owned, or owned by the Private Party, or both.

3. There is a qualitative and quantitative allocation of risks between the Government and the Private Party.
4. The payments owed by or to the Private Party under this contractual arrangement are primarily based on the performance of its obligations.

Divestment: A contractual arrangement related to Infrastructure or Public Services that results in transferring ownership of an Asset from a Government entity to a Private Party.

Private Sector Participation (PSP): PPP or Divestment.

Contract: PSP contract.

Ancillary Contract: A contract linked to a PSP contract, which is required for the execution of the PSP project, entered into on behalf of the Government with the Private Party or any third party.

Prequalification: The Contracting Authority's assessment of the competitors' qualifications and capabilities to carry out the work required for the PSP project, and confirm their eligibility to submit bids.

Unsolicited Proposal: A proposal related to a PSP project that has not been submitted in response to a request for proposal.

ARTICLE 2:

1. The Governing Rules shall, based on the PSP project, identify the entity(ies) having the authority to approve PSP projects, including the approval of tendering and awarding projects, entering into contracts, or practicing any other powers or functions in accordance with the Law. The Governing Rules shall specify the standards linked to exercising such powers and functions; such entity shall be referred to in the Law as the "**Approving Authority**".
2. The Governing Rules shall, based on the PSP project, identify the entity(ies) responsible for the assessment and preparation of PSP projects, tendering and awarding projects, entering into contracts, or practicing any other powers or functions in accordance with the Law. The Governing Rules shall specify the standards linked to exercising such powers and functions; such entity shall be referred to in the Law as the "**Contracting Authority**".

3. The Governing Rules shall, based on the PSP project and in respect of executing such project, identify the participating entities, and their powers and functions.
4. The Council of Ministers shall issue the Governing Rules referred to in Paragraphs (1), (2), and (3) of this Article.

ARTICLE 3:

The Government seeks, through PSP projects, to achieve the following objectives:

1. Supporting achieving the strategic objectives of Government entities, rationalizing public expenditure, increasing Government revenues, raising the efficiency of the national economy, and increasing its competitiveness to face regional and international challenges and competition.
2. Enhancing the coverage and the quality of services, and the availability of services at the appropriate time and cost, raising the efficiency of Assets related to PSP projects and improving their level of management, and supporting readiness or restructuring of sectors, bodies, Assets, and Public Services targeted for PSP.
3. Encouraging local and foreign private sector to invest and actively participate in the national economy through projects that achieve the developmental objectives of the Government, and are economically feasible for public and private sectors, and increase the private sector's share of the Gross Domestic Product (GDP) resulting in economic growth.
4. Increasing the participation of citizens in the ownership of Government Assets, increasing employment opportunities, and the optimal utilization of the national workforce.

ARTICLE 4:

The provisions of the Law shall apply to all Contracts entered into by ministries, other Governmental bodies, and companies that the Government sets up or owns, directly or indirectly, with a share that exceeds (50%) of its capital and the purpose of which is the execution of a PSP project. The Law shall not apply to Contracts entered into before the Law comes into force unless such Contracts are modified, extended, or renewed after the Law comes into force.

PSP project for which an approval has been issued before the Law comes into force and the contracts for which have not yet been entered into, shall be subject to the legal provisions in effect at the time of the approval, unless NCP's Board of Directors decides otherwise.

ARTICLE 5:

The Implementing Regulations shall set out the applicable PSP models for PPP or Divestment, and the conditions linked to each of these models.

ARTICLE 6:

1. The Contracting Authority shall conduct a comprehensive analysis and study as specified by the Implementing Regulations; before submitting to MOF or the Approving Authority to grant the requisite approvals to the Contracting Authority pursuant to the provisions of the Law.
2. The Approving Authority shall only issue approvals for the PSP project after the Contracting Authority obtains the approval of MOF in accordance with the provisions of the Law.

ARTICLE 7:

1. If an approval has been issued by a competent authority for an Infrastructure or Public Service project of any Government entity, and the estimated value of that project exceeds the threshold identified by the Council of Ministers; or if the original duration of the contract related to such project, or after its extension or renewal, is for a period of (5) years or more, in such case, MOF shall, prior to the commencement of the tender process, or entering into, renewing, or extending the contract as the case may be, refer the project-related matter to NCP to conduct a preliminary study on the appropriateness of executing that project through PSP, and submit the results of such study - within (60) working days from the date NCP receives the referral - to MOF to take the action, as appropriate.
2. MOF shall, in coordination with NCP, develop a framework to govern the implementation of the rule of Paragraph (1) of this Article, and all relevant Government entities shall adhere to such framework.

ARTICLE 8:

MOF shall undertake the following functions and powers:

1. Confirm the PSP project affordability prior to issuing the approval for tendering.
2. Allocate budget, as determined by MOF, to cover the financial obligations of any Government entity pursuant to the Contract and any Ancillary Contracts on their due dates; and set any arrangements MOF deems appropriate in this regard; and undertaking the necessary actions for the execution of such arrangements.
3. Approve any additional financial obligations on the State's Treasury, resulting from any proposed modification, suspension, extension, renewal, or termination of the PPP Contract, before the Contracting Authority submits any such request to the Approving Authority, or takes any action in this regard.
4. Approve and provide the financial and credit support necessary for the PSP project stipulated in the Contract or the Ancillary Contract, and undertake any arrangement or enter into any agreement necessary for such Government support.

ARTICLE 9:

CEDA may, based on the recommendation of NCP's Board of Directors, assess any Infrastructure or Public Services project, and classify it as a PPP or Divestment project subject to the provisions of the Law, or classify it as a project that is not subject to the provisions of the Law, irrespective of whether the definition of PPP or the definition of Divestment contained in the Law applies or not.

ARTICLE 10:

In accordance with the applicable laws, the Council of Ministers, or its delegates, upon recommendation of MOF, may approve the financial and credit support for PSP projects, if such Government support is not stipulated in the Contract or any of the Ancillary Contracts.

ARTICLE 11:

Without prejudice to the agreed-upon risk allocation provisions in the Contract, in case that the issuance of a license, authorization, or permit required for any PSP project could not be completed, or is being delayed by the relevant Government entity which is legally authorized for its issuance, CEDA shall issue its directions to such Government entity as CEDA deems appropriate, based on a report prepared by the Contracting Authority in coordination with the relevant Government entity, including a description of the situation and the reasons for such failure or delay, costs involved, and proposed solutions.

ARTICLE 12:

1. The PSP project is to be tendered through an open competitive tendering process, and can also be tendered through a limited tendering process, direct award, or any other appropriate tender process based on the project characteristics.
2. NCP's Board of Directors shall, through the Implementing Regulations, set out the provisions, rules, standards, procedures, and timeframes regulating each tender process, and the implications of not complying with any of these.

ARTICLE 13:

With the approval of the Approving Authority, the Contracting Authority may, at any time prior to signing the Contract, cancel the tender process for the PSP project whenever it deems necessary for the public interest. In this case, no competitors shall be entitled to any compensation, unless NCP's Board of Directors decide otherwise based on a recommendation of the Contracting Authority.

ARTICLE 14:

1. The Contracting Authority may require the preferred bidder to set up a PSP project company, which shall be the Private Party to the Contract or the Ancillary Contract, provided that such a requirement has been included in the tender documents. The Contracting Authority and the preferred bidder may agree on the company's capital, its shareholders, and all other company related aspects.

2. Without prejudice to the provisions of Paragraph (2) of Article (16) of the Law, the Approving Authority may grant approval to any Government entity or public sector body to own shares in the PSP project company.
3. Without prejudice to the provisions of the applicable laws, transferring the ownership of the PSP project company's shares owned by the Private Party, or the pledging as security, of the same shall be void, unless this is made in accordance with the terms specified in the Contract or the Ancillary Contract, or is made with the prior approval of the Approving Authority.
4. Without prejudice to the provisions of the Companies' Law and what is stated in the Law, the Implementing Regulations shall regulate the rules related to the PSP project company.

ARTICLE 15:

If the PSP project company incurs losses equivalent to the limit identified by the laws at any time during the term of the Contract, it shall not require an increase or decrease in its capital, or dissolution of the company, nor shall it be deemed terminated by force of law. The Contracting Authority shall, after coordination with the PSP project company, submit its recommendations to CEDA to decide on the continuity of the PSP project company. If the company fails to rectify its situation within the time limit specified in CEDA's decision, the company will be subject to the provisions of the applicable laws.

ARTICLE 16:

1. Contracts subject to the provisions of the Law shall be entered into in the name of the Government. The Contracting Authority shall be representing the Government in all matters related to the Contract and any Ancillary Contract, unless the approval decision for signing the Contract or the Ancillary Contract states otherwise.
2. Contracts, entered into based on the provisions of the Law, shall only be with a Private Party, and no entity with a public legal personality may enter into a Contract with the Government as a Private Party.

ARTICLE 17:

No Government entity may enter into a PSP Contract without obtaining approval from the Approving Authority. Any Contract entered into in contravention thereof shall be void unless authorized by the Approving Authority.

ARTICLE 18:

1. After obtaining written approval from the Contracting Authority, a Private Party may:
 - a. Enter into financing agreements for the works and services linked to the PSP project with banks or financing entities, provided that the Private Party shall solely bear the responsibility for all obligations and disputes arising therefrom, unless otherwise agreed upon by the Contracting Authority and the Private Party after the approval of MOF.
 - b. Pledge an asset owned by it in the PSP project for obtaining finance for the works and services linked to the project. In all cases, the Private Party may not sell or pledge any state-owned asset.
2. The Contracting Authority or MOF, with the approval of the Approving Authority, may enter into direct agreements with any other party related to the PSP project or make commitments thereto, which specify the rights and obligations of such parties.

ARTICLE 19:

The Contracting Authority can, with the approval of the Approving Authority, issue a certificate to the Private Party upon its request confirming the following:

1. The Contract or the Ancillary Contract has been approved by the Approving Authority.
2. The Contract or the Ancillary Contract, and any related documents or deeds whether signed or to be signed are subject to the provisions of the Law.

ARTICLE 20:

1. The duration of the PPP contract shall be as agreed by the parties, provided that the original, renewed or extended duration shall not exceed (30) years from the date of signing the PPP contract or the agreed-upon effective date

if it is subsequent to the date of signing the contract. The Approving Authority may, upon the recommendation of the Contracting Authority, approve the following:

- a. The original duration of the PPP contract exceeds 30 years.
 - b. The extension or renewal of the PPP contract so that the total duration will exceed (30) years.
2. If the duration of the PPP contract has expired, and the PPP project is re-tendered through a new tender process, and awarded to the same Private Party, whose contract has expired, such a re-award shall not constitute an extension or renewal of the duration of the PPP contract as mentioned in Paragraph (1) of this Article.

ARTICLE 21:

1. The Contracting Authority may, within the terms agreed upon in the Contract, whenever the public interest so requires and after obtaining the approval of the Approving Authority:
 - a. Modify the terms and conditions of the PPP contract in writing.
 - b. Suspend the execution of the PPP project.
2. The Implementing Regulations shall specify the consequences of such modification and suspension referred to in Sub-Paragraphs (a & b) of Paragraph (1) of this Article, including the calculation of the compensation to which the Private Party may be entitled to, unless the Contract includes special provisions in this regard.

ARTICLE 22:

The Approving Authority may approve the extension or renewal of the PPP contract in any of the following cases:

1. Delay in the completion of the PSP project or interruption of its operation due to circumstances that the parties are not responsible for, and are beyond their control.
2. Suspension of the PSP project.

3. Allowing the Private Party to recover the additional costs arising from additional requirements, if the Private Party is not expected to be able to recover the same during the original duration of the Contract.
4. Modifications of some of the Contract or the Ancillary Contract's specifications in accordance with the requirements of the public interest after obtaining the necessary approvals for such modification in accordance with the Law.

ARTICLE 23:

1. The Private Party shall provide equal treatment to all beneficiaries of the goods and services that are provided by it in accordance with the terms and conditions of the Contract or the Ancillary Contract, unless the Contract or the Ancillary Contract establishes special rights for categories of beneficiaries, or the Contract states otherwise.
2. The Private Party may not refrain from providing goods and services to beneficiaries, restricting the provision of such goods and services to obtaining other services, or exercise any other restrictive practices, unless the Contract or the Ancillary Contract states otherwise.

ARTICLE 24:

The Approving Authority may grant the Private Party the following rights:

1. Collecting charges, directly for its benefit, from the beneficiaries of the goods and services provided in accordance with the PPP contract, the contract should set out the terms related to the same.
2. Collecting public revenues, including fees and taxes, related to the PPP contract for the benefit of the State's Treasury. The PPP contract shall set out the related controls and mechanisms for transferring the revenues to the State's Treasury.
3. Collecting public revenues or part of them directly for its benefit, as specified in the Contract.

In all cases, the Private Party may not impose any additional charges on beneficiaries of the goods and services it provides pursuant to the PPP contract, unless the contract states otherwise.

ARTICLE 25:

1. A Private Party may not assign, in whole or in part, the PPP contract or the Ancillary Contract to a third party without the written approval of the Contracting Authority.
2. The Private Party may subcontract to a third party any work related to the PPP project, without prejudice to its obligations under the Law and the PPP contract. The Private Party shall remain the responsible party to the Contracting Authority unless the PPP contract states otherwise.

ARTICLE 26:

The Private Party shall provide all information, documents and reports required to enable the Contracting Authority to monitor the execution of the Contract or the Ancillary Contract and facilitate the authorized representatives of the Contracting Authority to perform the required tasks to monitor the Contract. The Contract or the Ancillary Contract shall specify the terms and conditions related to the same.

ARTICLE 27:

1. The Contract or an Ancillary Contract may include provisions on penalties on delay, or liquidated damages, or the reimbursement on breaching any contractual obligations by either party. The Contract or the Ancillary Contract shall set out the mechanism for calculating the same, whether on a lump sum basis, a percentage of the Contract value, or any other mechanism as agreed in the Contract or the Ancillary Contract.
2. Without prejudice to the rights of the Contracting Authority in accordance with the PPP contract, the Contracting Authority, if stipulated in the contract, may takeover, by itself or through another party that the Contracting Authority chooses, the execution of the PPP contract to ensure the continuous and steady provision of services and goods in the event of a breach by the Private Party of its contractual obligations or failure to achieve the agreed level of performance, provided that the Private Party has been notified in writing of such a breach and has not rectified the situation within the period specified in the notice. The PPP contract shall

determine the instances and standards related to the Contracting Authority taking over the execution of the contract by itself or through another party, and the implications of such a takeover.

ARTICLE 28:

1. Subject to the relevant contractual provisions, the Contracting Authority, upon obtaining the approval of the Approving Authority, may terminate the PPP contract and/or the Ancillary Contract unilaterally before the expiration of the term in any of the following cases:
 - a. Breach by the Private Party of its material contractual obligations or failure to achieve the agreed level of performance, after being notified in writing of such a breach and not rectifying the situation within the period specified in the notice. The Contract shall specify the material obligations of the Private Party.
 - b. Bankruptcy or liquidation of the Private Party.
 - c. If the public interest so requires.
 - d. Any other instances specified by the Contract.
2. The PPP contract or the Ancillary Contract shall set out the implications of unilateral termination before the expiration of the term in the instances mentioned in Paragraph (1) of this Article. The Contract may define the scope of compensation to which the Private Party is entitled to as a result of Contract termination, or include a mechanism for calculating such compensation.
3. Subject to the relevant provisions of the Contract, the Contract may define the scope of compensation for loss of profits in the event of termination of the PPP contract for a reason related to the Contracting Authority without any breach from the Private Party.

ARTICLE 29:

If the execution of the PSP project requires the transfer of existing contracts on service, construction, or supply of goods between a Government entity and counterparties; to the Private Party, or amendment or termination of the same, the Contracting Authority may:

1. Transfer such contracts, including associated rights and obligations thereof, to the Private Party, subject to its approval, and without the need to enter into any additional agreements or obtain the consent of the counterparty to the Government entity.
2. Split, amend or terminate such contracts without the need to enter into any additional agreements or obtain the consent of the counterparty to the Government entity in such contracts.

In all cases, the action taken by the Contracting Authority shall not prejudice the rights of the counterparty to the Government entity to claim compensation for damages resulting therefrom.

ARTICLE 30:

1. The Private Party's exercise of a right granted to it or compliance with any obligation under the Contract shall not be deemed monopolistic behavior even if it affects or restricts competition, unless there is another suitable means for exercising that right or compliance with that obligation without affecting or restricting competition, provided that an approval has been obtained from the Approving Authority, and taking into account any conditions set by the Approving Authority in its approval.
2. NCP's Board of Directors may set anti-monopoly policies in relation to PSP projects after coordination with the General Authority for Competition and other relevant authorities.

ARTICLE 31:

1. NCP shall establish a registry for PSP projects which includes a complete, up-to-date, and accurate database of all information related to PSP projects.
2. The Contracting Authority and Private Party shall provide NCP with the documents, information and data related to PSP projects, update the data previously submitted to NCP, and disclose the same upon request from NCP, within the timeframe and mechanism determined by NCP.

3. The PSP projects registry shall be made available to Government entities, public bodies, Private Parties, and the public. NCP's Board of Directors shall determine the data of the registry that may not be accessed or published.
4. Subject to the provisions of the applicable laws, no documents, information, or data related to PSP projects may be published or disclosed before NCP's publication of the same through the registry, unless prior approval has been obtained from the Contracting Authority and after coordination with NCP.

ARTICLE 32:

1. NCP's Board of Directors shall set the rules regulating the tenders and procurement for all contracts necessary for the execution of PSP transactions.
2. NCP's Board of Directors shall, in coordination with the State Properties General Authority, set the rules regulating the State taking a lease and the vacating of leased real estate properties for the purposes of PSP projects.
3. Where NCP's Board of Directors have not set special provisions pursuant to Paragraphs (1, 2) of this Article, the applicable provisions governing the Government tenders and procurement, and governing the State taking a lease and the vacating of leased real estate properties shall apply to PSP projects subject to the provisions of the Law. NCP's Board of Directors may decide that such applicable provisions shall not apply to PSP projects.

ARTICLE 33:

With the approval of the Ministry of Human Resources and Social Development, it is permissible to exclude any PSP project from some of the applicable provisions regulating personnel affairs, upon the request of the Contracting Authority and in coordination with NCP, including Saudisation requirements, the provisions of termination of employment contract by the employer, and the duration of employment contract in a way that ensures the rights of the transferred employees under the PSP project, provided that the Ministry of Human Resources and Social Development shall, in coordination with NCP, develop alternative provisions.

ARTICLE 34:

1. The Contract and any Ancillary Contracts shall be subject to the provisions of the Law, and other applicable laws in the Kingdom that do not contradict the provisions hereto; including provisions in relation to dispute resolution.
2. Without prejudice to provisions governing disputes related to real estate located in the Kingdom, it is allowed, with the approval of the Approving Authority, to:
 - a. Having a clause in the Contract for the settlement of any disputes arising therefrom or any other Ancillary Contract, through arbitration, or to enter into an arbitration agreement to settle an existing dispute arising from the Contract or an Ancillary Contract.
 - b. Agree in the arbitration clause or agreement on the governing law applicable to the subject matter of the dispute.
3. Disputes arising between the Private Party and others regarding PSP projects shall not be subject to the provisions of the Law.

ARTICLE 35:

Arabic shall be the language in which tender documents are issued and the Contract or the Ancillary Contract are drafted. However, tender documents may be issued and the Contract or the Ancillary Contract may be drafted in another language with the approval of the Approving Authority.

ARTICLE 36:

Without prejudice to the provisions of the applicable laws, or any obligations on the Kingdom pursuant to international or regional conventions to which the Kingdom is a party, foreign investors shall be entitled to the same treatment as national investors with respect to any standards, conditions, and procedures related to the process of tendering and awarding PSP projects, and shall be entitled to the same treatment with respect to any procedures, conditions, rights or obligations arising from the Law, the Contract, or the Ancillary Contract.

ARTICLE 37:

With the approval of the Approving Authority, the Private Party, where it is a foreign investor, may rent from other parties real estate within the boundaries of the cities of Makkah and Medina for a period equal to the duration of the Contract for the purpose of executing the PSP project, according to the following conditions:

1. The Private Party's use of such real estate shall be limited to the purposes of executing the PSP project.
2. The Private Party shall adhere to the terms specified in the Contract.

If the Private Party violates the provisions of either Paragraph (1) or (2) of this Article, the Contracting Authority shall notify the Private Party of the violation and the rectification period. The lease shall be terminated if the Private Party fails to rectify the violation within the period specified in the notice.

ARTICLE 38:

1. Expropriation and temporary takeover of real estate are permitted, if necessary for the execution of the PSP projects, in accordance with provisions regulating expropriation and temporary takeover of real estate for the public interest.
2. The parties to the Contract may agree that the Private Party covers all or part of the costs of compensation resulting from the expropriation and temporary takeover of real estate for executing the PSP project.

ARTICLE 39:

1. Pursuant to NCP's Board of Directors' decision, one or more committees shall be formed composed of no less than five (5) members, two (2) of whom shall have law qualifications. The term of the committee(s) shall be for three years, and the membership may be renewed. The NCP's Board of Directors' decision shall name the chairman of the committee, the vice-chairman, and the remuneration of the committee's members and secretary.
2. The committee shall hear appeals against the procedures of tendering and awarding PSP projects, and shall issue a decision either to accept the

- appeal and confirm its validity and the compensation due to the appellant, or to reject the appeal and confirm its invalidity thereof.
3. The appeal shall be submitted to the committee within ten (10) working days from the date of the disputed action, accompanied by an irrevocable and unconditional bank guarantee for the benefit of NCP, issued from a licensed bank in the Kingdom. In all cases, the value of the guarantee shall not be less than (1,000,000) SAR and not exceeding (5,000,000) SAR.
 4. The submission and hearing of the appeal shall not cause suspension of the PSP project tendering and award procedures. The Contracting Authority shall notify the Approving Authority of such appeal before awarding the project, and the Approving Authority may decide as it deems appropriate.
 5. If a decision of the committee was issued to accept the appeal and confirm its validity before the Contract has been signed, the Contracting Authority shall rectify the procedures made in violation of the Law, if possible. Otherwise, the tendering procedures of the PSP project shall be cancelled. If the appeal was accepted after the Contract has been signed, the decision shall determine the compensation due to the appellant and the release of the bank guarantee.
 6. If a decision of the committee was issued to reject the appeal and confirm its invalidity, the decision shall provide for calling upon the bank guarantee in whole or in part, as decided by the committee, and shall be deposited in the State's Treasury.
 7. The decisions of the committee shall be binding on the Contracting Authority, and the decision of the committee, in all cases, may be appealed before the competent court in accordance with the applicable legal procedures. The claims after the Contract has been signed shall be limited to the request for compensation, and the release of the bank guarantee.
 8. NCP's Board of Directors shall issue the rules governing the committee's work and its governance, including the procedures for submitting appeals before the committee, the requirements for submitting appeals and qualifications to submit them, the mechanism for calculating the bank

guarantee, the requirements for the appellant eligibility for compensation, the mechanism for calculating and paying the compensation, and its cap.

ARTICLE 40:

1. The Implementing Regulations shall set out the provisions necessary to implement the Law, including:
 - a. The provisions related to the project business case, and communication with the private sector.
 - b. The criteria for prioritizing PSP projects.
 - c. The criteria for selecting work teams' members, and advisors.
 - d. The rules of managing and monitoring Contracts.
 - e. The provisions related to the impact of urgent cases on the tendering procedures, implementing PSP project, and on the Contract.
 - f. The criteria for considering any project as a PSP project which is subject to the Law, including setting a minimum value threshold.
2. For the purposes of Sub-Paragraph (e) of Paragraph (1) of this Article, an urgent case means a situation where a threat to public safety, security or health is confirmed and unexpected; or where there is a breach that threatens to cause loss of life or property, or interruption of the provision of Public Services, where such situation cannot be addressed through tendering procedures.

ARTICLE 41:

1. The Implementing Regulations shall set out the provisions related to Unsolicited Proposals, including:
 - a. Identifying the Infrastructure and Public Services' sectors for which submission of Unsolicited Proposals are permitted.
 - b. Requirements for the Unsolicited Proposal, and the elements of the proposal.
 - c. Rules and procedures governing the submitting, receiving, studying, and deciding upon of the Unsolicited Proposal.
 - d. The instances where fees may be requested for consideration of the Unsolicited Proposal.

- e. The rights of the Unsolicited Proposal applicant, which may include any preferential treatment to be granted to the applicant.
 - f. The rules associated with the intellectual property rights, trade secrets, and other rights related to the Unsolicited Proposal.
2. Unsolicited Proposal shall be submitted to the relevant Contracting Authority which shall review it initially, and if the proposed project in the Unsolicited Proposal, in the opinion of the Contracting Authority, is appropriate in principle, the procedures for studying, preparing, tendering and awarding the project shall be carried out in accordance with the provisions of the Law.

ARTICLE 42:

Persons who, by virtue of their job or work, have access to confidential information or possess documents related to the PSP project that are not authorized to be published, shall maintain confidentiality and not disclose the same, except as permitted by the Law and any other applicable laws; and shall take necessary measures to protect the confidentiality of the information and documents.

ARTICLE 43:

1. No employee of the Contracting Authority, its advisors, or any other public official, who participates in the activities linked to the PSP project, nor his/her spouse, ascendants or descendants, shall have any personal interest or benefit, directly or indirectly, in the PSP project.
2. In the event of any conflict of interest, the conflict shall be disclosed immediately by the person, and he/she shall refrain from participating in any action or voting on any decision related to the PSP project in question until the conflict of interest ends.

ARTICLE 44:

NCP's Board of Directors shall issue the following:

1. The Implementing Regulations.
2. The tender documents templates, and contracts related to PSP projects.

3. The templates for, mandatory and indicative, contractual terms related to PSP projects.

ARTICLE 45:

The Law shall repeal all provisions that are contrary to the Law, and shall come into force after (120) days following the date of its publication in the Official Gazette.