



THE ROLE OF BOOT CONTRACTS IN ACHIEVING ECONOMIC DEVELOPMENT – THE CASE OF ALGERIA

Sadik Siham

*Doctor of Law, lecturer, professor A,
Faculty of Law, University of Ain Temouchent, Algeria*

ARTICLE INFO

Article History:

Received 08.04.2024
Accepted 25.04.2024
Published 30.06.2024

Keywords:

BOOT contract, Investment,
Development, Public facilities

ABSTRACT

The BOOT (Build-Own-Operate-Transfer) contract is considered one of the innovative mechanisms for managing public facilities due to its importance in implementing investment projects, particularly in construction, operation, and property transfer. Its significance emerged at the beginning of the twentieth century and was further reinforced after the Second World War, amidst the presence of war-stricken economies. Additionally, there was an ideological shift in the role of the state from being a guardian state to an intervening state, which led to the emergence of public law in business affairs. The BOOT contract became one of its cornerstones as countries resorted to international economic contracts.

Despite Algeria's adoption of the BOOT contract as one of the forms of international contracts due to its importance in attracting foreign direct investment and technology transfer, this did not prompt Algerian lawmakers to establish a specific legal framework for it. This is despite the modifications that have affected the specific system, notably Presidential Decree No. 15-247, which is considered one form of concession contracts.

INTRODUCTION

The BOOT contract has become of great importance in many countries, especially developing ones, as it represents the optimal means within the reforms witnessed by the public sector. Through it, public facilities are established and utilized without burdening the state budget excessively. Instead, it leads to the creation of infrastructure projects for economic development.

Since contracting according to this method extends over a long period and requires substantial financial resources, it exposes it to numerous risks during implementation. This necessitates considering the issue of changing circumstances during implementation and developing appropriate solutions to avoid disputes between the contract parties.

Therefore, the problem arises regarding what is meant by the BOOT contract and what is the Algerian legislator's stance on it?

To answer this, this research paper will address the nature of the BOOT contract (first chapter), followed by its applications in Algerian law (second chapter).

1. THE NATURE OF THE BOOT CONTRACT

The globalization system imposes the need to enter into contractual forms on developing countries to benefit from modern methods of managing public facilities, including the BOOT contract. Therefore, studying the nature of the BOOT contract requires addressing its concept and legal implications in the following points are addressed:

1.1. The Concept of the BOOT Contract

Studying the concept of the BOOT contract requires addressing its definition, origin, evolution, and finally its characteristics as follows:

1.1.1. Definition of the BOOT Contract

The term "BOOT" contract stands for Build, Operate, Transfer, and is abbreviated as B.O.T. These

terms correspond to the Arabic terms: انبأ (Build), لئغشال (Operate), لقلل (Transfer of Ownership). In French, it is abbreviated as "C.E.T"; representing Construire (Build), Exploiter (Operate), Transférer (Transfer).

It's worth noting that there is a slight variation in terminology between "BOOT" and "BOT" contracts within legal discourse, with the letter "O" standing for "Own";² signifying ownership.

Several attempts have been made to define this contract, not only by legal experts but also by international organizations specializing in economic and commercial affairs. The United Nations Commission on International Trade Law (UNCITRAL) defines it as follows: "It constitutes a form of project financing through which a government grants a group of investors a concession to develop, operate, and commercially exploit a specific project for a sufficient number of years to recover the construction costs as well as to achieve suitable profits from operational returns or other benefits granted to them within the contract. At the end of the project, ownership of it transfers to the government without any cost or a previously agreed-upon adequate cost during the negotiation for granting the project concession".³

On the other hand, the United Nations Industrial Development Organization (UNIDO) defines it as: "A contractual agreement whereby the project company undertakes to establish one of the state's essential public facilities, including the processes of design, financing, operation, and maintenance of this facility. The project company also manages the operation of the facility, along with any other fees provided they do not exceed those presented in the bid and those stipulated in the contract specifications, to enable the project company to recover the invested funds, operating expenses, and maintenance costs, in addition to a reasonable return on investment. At the end of the term, this company returns the project to the administration according to prevailing legal methods and bidding procedures".⁴

1 Al-Habshi, M.A.M. (2008). B.O.T contracts, published by Dar Al-Kotob Al-Qanuniyya, Egypt, p. 9.

2 Al-Bahji, E.A. (2008). B.O.T Contracts: The Road to Building Modern State Facilities, Dar Al-Jami'a Al-Jadida, Egypt, p. 18.

3 Al-Hijazi, A. F. (2008). B.O.T Contracts in Comparative Law, published by Dar Al-Kotob Al-Qanuniyya, Egypt, p. 44.

4 Al-Hamoud, W. M. (2010). "Construction, Operation,

Comparing these definitions, we find that the first definition emphasizes the economic aspect more than the legal aspect. Financial motivations are not the sole reasons for entering into this contract; there are other equally important motivations such as the pursuit of technology transfer, which may be monopolized by multinational companies. The second definition is more comprehensive, covering all stages of contract formation and termination.

Furthermore, the International Islamic Fiqh Council defines the BOOT contract as: “An agreement between the owner or its representative and the financier (the project company) to establish and manage a facility, collect its returns, in full or as agreed upon, over an agreed period with the aim of recovering the invested capital while achieving a reasonable return. Subsequently, the facility is handed over in a condition suitable for the intended purpose”.⁵

From a jurisprudential perspective, some jurists define the BOOT contract as: “Projects involving construction, operation, and transfer of ownership, where the government assigns these projects to a company, whether national or foreign, whether it is a private or a public entity”.⁶

1. 1. 2. Genesis and Evolution of the BOOT Contract

The United Kingdom was the first country to resort to these contracts for the construction and operation of public facilities during the reign of the Conservative Party under Prime Minister Margaret Thatcher. This was within the framework of the economic policy pursued at the time, known as the “Private Finance Initiative”. One of the prominent projects completed under this contract was the Channel Tunnel linking France and Britain, with the contract being signed in 1987 between the two governments and the company Euro Tunnel.⁷

Legally, Turkey enacted the first legislation reg-

ulating these contracts during the tenure of Prime Minister Turgut Özal.⁸

1. 1. 3 Characteristics of the BOOT Contract

The BOOT contract possesses a set of characteristics that distinguish it from other contracts, including the following:

1. 1. 3. 1 in terms of parties to the contract:

These contracts are concluded between two parties, with the first party representing a public legal entity, while the second party represents a private legal entity (whether natural or juridical, national or international). It is noteworthy that while the private sector has adopted this contracting method, it represents an exception to the rule applied internationally, which typically involves a public legal entity as a party to the contract.

1. 1. 3. 2. In terms of purpose:

The purpose of resorting to the BOOT contract is to establish public economic facilities to provide a public service to the public.⁹ This is due to the financial burden imposed by the construction of public facilities on the state budget, especially concerning state infrastructure facilities such as airports, ports, and communications facilities.

1. 1. 3. 3. State Supervision of Public Facilities

The contracting administration has the right to supervise and monitor the contracting party during the construction and operation of the public facility. This is because the executing party of the project acts on behalf of the administrative entity in providing public services to the public. Therefore, the administration has the right to ensure the interests of citizens on one hand and to safeguard the state’s interests on the other.

and Ownership Transfer Contracts”, published by Dar Al-Thaqafa Lil Nashr, Jordan, p. 32.

5 Islamic Fiqh Council Decision No. (186) issued during the nineteenth session of the International Islamic Fiqh.

6 Al-Shumrani, S. B. (2012). Guarantees and Disposition in B.O.T Contracts, the periodic journal of the Islamic Fiqh Assembly, Saudi Arabia (27), p. 7.

7 Lemoine, B. (2023, October 23) the Channel Tunnel, p. 262. <documents.irevues.inist.fr>, [Last accessed: 14 January, 2024].

8 Subu, S. (2012). The Legal System of Construction, Operation, and Ownership Transfer Contracts and its Applications in Algeria, Faculty of Law and Political Science, University of Constantine – Mentouri Brothers, Algeria, p. 8.

9 Al-Ajarmah, N.A. (2003). Construction, Operation, and Ownership Transfer Contracts and their Applications in the Algerian Legal System, Sharia and Law Studies, 40 (01), p. 1053.

1.1.3.4. Financing of Public Facility Construction

The financing of public facility construction is the responsibility of the party contracting with the state or one of its public entities. This party bears the responsibility of providing the necessary financing either entirely or partially.

1.1.3.5. Implementation of the BOOT Contract

The BOOT contract is implemented in the form of a concession granted for a specified period known as the “concession period”. This is to cover the cost of constructing or renovating the public facility, in addition to obtaining profits from its operation. This is achieved in the form of fees collected by the project owner from the beneficiaries of the public facility in exchange for the services provided to them.¹⁰

1.1.3.6. Termination of the BOOT Contract

Originally, the public facility is returned to the contracting administrative entity after the end of the commitment period, typically in a usable condition and free of charge. However, it may happen that the public facility is transferred before the end of the commitment period, provided that the administrative entity pays fair compensation to the project owner. Additionally, the administrative entity may renew the concession period for the benefit of the contracting party or another party, or sell it as part of privatization.

1.2. Implications of the BOOT Contract

The implications of entering into a BOOT contract result in the creation of rights and obligations for contracting parties, which will be elucidated as follows:

1.2.1. Rights and Obligations of the Contracting Administration

The contracting administration enjoys a set of privileges concerning the contracting party in the BOOT contract, as follows:

1.2.1.1. Rights of the Contracting Administration

- **Right of Inspection and Supervision:**

The right of inspection refers to the authority of the administration to intervene in the execution of the contract, direct the work, and choose the method of execution within the agreed terms and conditions of the contract. Supervisory authority, on the other hand, involves ensuring that the contractor fulfills its contractual obligations as agreed upon.¹¹

The administration’s right to inspect and supervise the contractor is of utmost importance in a BOOT contract due to its potentially lengthy duration—up to ninety-nine years. Additionally, the commitment of the project company to transfer the public facility in good condition at the end of the contract necessitates supervision by the administration.

- **Right of the Administration to Amend the Contract:**

The administration may choose to amend the contract at its sole discretion according to the needs of the public facility. However, this authority is restricted by the requirement to compensate the contracting party for any potential damage resulting from the amendment.¹² Amendments do not cover contractual terms but may include regulatory conditions related to the operation of the public facility. This authority is inherent in the general system and is exercised by the administration automatically without the need for explicit contractual provisions.

- **Right of the Administration to Impose Penalties:**

This authority is considered one of the privileges enjoyed by the administration over the contracting party. Imposing penalties without resort-

10 Al-Dhaiby, S.S. (2014, August 26-28), Arbitration in International Construction Contracts (B.O.T), paper presented at the nineteenth annual conference of the GCC Commercial Arbitration Center in cooperation with the Oman Chamber of Commerce and Industry, on arbitration in oil and international construction contracts, Jordan, p. 11. <www.gcac.diz>, [Last accessed: 10 April, 2017].

11 Bouziane, A. (2011). Explaining Public Procurement Regulations, Dar Al-Jisr for Publishing and Distribution, Algeria, p. 142.

12 Al-Jubouri, M. K. (1998). Administrative Contracts, Maktabat Al-Thaqafa for Publishing and Distribution, Jordan, p. 140.

ing to judicial intervention prioritizes the public interest and ensures the continuity of the public facility.

- **Right to Retake the Public Facility Before the End of the Concession Period:**

If it becomes evident to the administration that the management method of the public facility under the BOOT contract no longer aligns with the public interest, it has the right to change it to a method it deems more beneficial to the public interest.

1.2.1.2. Obligations of the Contracting Party:

These obligations include:

- **Providing a Suitable Legal Environment:**

It is the responsibility of the administration to create a suitable legal, administrative, and investment environment for the establishment and operation of public facilities. Political, economic, and legal stability serve as attractive incentives for both foreign and domestic investment.

- **Executing the Contract According to the Principle of Good Faith:**

The principle of good faith is a fundamental legal principle that is evident in contractual relationships, whether administrative or civil. It entails executing the contract in accordance with its terms and provisions. This obligation falls on all parties to the contract, particularly on the administration, which holds a superior legal position. Therefore, this obligation requires refraining from abusing the privileges of public authority for its own benefit.¹³

1.2.2. Rights and Obligations of the Contracting Party with the Administration:

Just as the BOOT contract entails rights and obligations on the contracting authority, the contractor also enjoys rights and incurs corresponding obligations. These will be elucidated as follows:

1.2.2.1. Contracting on Personal Consideration:

This commitment involves the contractor fulfilling its obligations under the contract by itself.

Therefore, personal consideration is a fundamental element in the selection of the contractor by the administration in a BOOT contract.

1.2.2.2. Commitment to Project Execution According to Contractual Terms:

Executing the BOOT contract according to the agreed specifications at its various stages is of great importance. The quality of execution ensures the continuity of the public facility and its transfer to the state in good condition.

1.2.2.3. Contractor's Commitment to Operation:

This stage in the BOOT contract is crucial for the contractor as it enables them to recover their expenses on constructing and equipping the public facility and to generate profits. Therefore, the project owner must provide a service to the public and adhere to the fundamental principles of operating the public facility.

1.2.2.4. Respect for Contract Execution Period:

The BOOT contract is an important means for the administration to manage public facilities. Therefore, respecting the contract period is the application of the principle of continuous and regular operation of the public facility.

1.2.2.5. Contractor's Commitment to Technology Transfer and Employee Training:

The BOOT contract's lengthy duration allows for technological advancements. Hence, it is the contractor's responsibility to keep pace with these developments to ensure that the administration receives a technologically advanced and economically viable facility during its operation.

1.2.2.6. Contractor's Commitment to Transferring Ownership of the Public Facility to the Granting Authority:

At the end of the BOOT contract, the contractor commits to transferring ownership of the public facility to the administrative authority in good and usable condition.

13 Hamdi, Y. A. (1998). Encyclopedia of Administrative and International Contracts, Dar Al-Ma'arif, Egypt, p. 290.

2. APPLICATIONS OF THE BOOT CONTRACT IN ALGERIAN LAW

Studying the applications of the BOOT contract in Algerian law requires understanding its legal basis, the Algerian legislature's stance on its adaptation, and its practical applications. This will be detailed in the following points are addressed:

2.1. Legal Basis for the BOOT Contract in Algerian Law

The Algerian law has not explicitly named the BOOT contract, nor has it issued specific legislation regulating this type of contracting. However, implicit references to this contract have been made in various legal texts. Additionally, the Algerian legislature has taken a position on the legal adaptations of this contract, which will be detailed as follows:

2.1.1. Legal Texts Referring to the BOOT Contract

Several legal texts have referenced this contract in various fields. These will be mentioned as follows:

2.1.1.1. In Financial Law:

Article 166 of the Financial Law of 1996¹⁴ mentions that the construction, operation, and maintenance of highways may be subject to concession for the benefit of public or private entities.

Additionally, Article 167 of the same law states that concession holders may collect toll fees under specified conditions.¹⁵

2.1.1.2. In the Agricultural Sector:

The executive decree No. 97-475¹⁶ mentions the possibility of granting concessions for the construction of small and medium-sized irrigation facilities.

14 Official Gazette. (1995). Issue 82, <<https://www.joradp.dz/HAR/Index.htm>> [Last accessed: 13 May, 2024].

15 Official Gazette. (1996). Issue 55, <<https://www.joradp.dz/HAR/Index.htm>> [Last accessed: 13 May, 2024].

16 Official Gazette. (1997). Issue 82, <<https://www.joradp.dz/HAR/Index.htm>> [Last accessed: 13 May, 2024].

2.1.1.3. In Water Law:

Article 17 of the Water Law mentions artificial¹⁷ water properties that become state property without compensation after the concession period for construction and operation.

2.1.1.4. In Electricity and Gas Distribution Law:

The legal text regarding electricity and gas distribution through channels in Article (02/9)¹⁸ states: "Privilege is the right granted by the state to an operator, enabling them to exploit a network and develop it over a specific territory and for a specific period with the aim of selling electricity or gas distributed through channels". Additionally, Article (07) of the same law adds: "New facilities for electricity production shall be constructed and utilized by any natural or legal person subject to private or public law holding an exploitation license".

2.1.1.5. In the field of public contracts

The Algerian legislature has recognized the use of the BOOT (Build-Operate-Transfer) method in public contracts by subjecting the conclusion of agreements to delegate public facilities to the principles stipulated in Article 05 of Decree No. 15-247. While this procedure aligns with the nature of administrative contracts,¹⁹ it may face challenges related to attracting foreign investments.

2.1.1.6. Under municipal law

Municipal Law No. 11-10 opens up the scope of BOOT contracts in several areas, including, for example, drinking water, road maintenance, public lighting, covered markets, and managing technical landfill centers.

17 Algerian Law regarding water. (2005). Official Gazette, Issue 60, <<https://www.joradp.dz/HAR/Index.htm>> [Last accessed: 13 May, 2024].

18 Algerian law regarding electricity and gas distribution via channels. (2002). Official Gazette, Issue 08, February 6, 2002, <<https://www.joradp.dz/HAR/Index.htm>> [Last accessed: 13 May, 2024].

19 Laajal, Y. Dufan, L., Contracts by the B.O.T Method in Algerian and French Legislation, International Journal of Legal and Political Research: Faculty of Law and Political Science, University of Kasdi Merbah – Ouargla, Algeria, 01, (02), p. 119.

2.1.2. The legal adaptation of the BOOT contract

There has been a legal dispute over the nature of the BOOT contract, divided into three directions. The first direction considers the BOOT contract as falling within the category of investment contracts, thus subject to civil and commercial law. The second direction²⁰ considers it contracts with a special nature, sometimes administrative contracts, and sometimes private contracts. The third and final direction,²¹ predominant in public law jurisprudence, considers the BOOT contract, also known as the modern commitment contract, as administrative contracts subject to the general conditions applicable to such contracts.

The Algerian legislature has associated the BOOT contract with the concept of concession contracts. The term “concession” is used to refer to the BOOT contract, influenced by the opinion stating the administrative nature of the BOOT contract. For example, Article (76) of the Water Law states: “Concession to use water resources, which is a contract under public law, may be granted to any natural or legal person subject to public or private law who submits an application according to the conditions specified in this law and the procedures determined by regulation”.

2.2. The role of the BOOT contract in attracting investment

BOOT contracts are considered modern contracts in domestic and international transactions, and countries have resorted to them to attract and stimulate investment. Algeria is no exception, as will be explained in this requirement as follows:

2.2.1. Conclusion of the BOOT contract according to the provisions of investment law

Algeria has resorted to BOOT contracts as a tool to attract and stimulate investment. Examples include international investment contracts concluded

ed by the Algerian state with international companies in the field of water desalination, concluded according to the BOOT contract. Article (81) of Law No. 05-12 concerning water states: “Under this law, it is possible to grant a concession to establish and exploit desalination structures or extract salts and minerals from saline water for the public benefit, according to the provisions of Order 01-03 dated the first of Jamadi Al-Akhirah 1425 corresponding to August 20, 2001, concerning investment development.”

As a result, these contracts have been concluded between the Algerian state, represented by the Algerian Energy Company (in which booth Sonatrach and Sonelgaz contribute), with a financing ratio estimated at 30%, and General Electric Ionics Hamma Holding Company, an Irish company with expertise in the construction and operation of such facilities, contributing 70% to the project to establish a water desalination facility in Hamma. This represents a form of partnership between the public and private sectors in managing water facilities. The concession period is estimated at thirty years from the date of the agreement’s entry into force, with a production capacity of 200,000 cubic meters per day, and the project’s value is estimated at \$256 million.

Additionally, the National Energy Company concluded a BOOT contract to establish a seawater desalination facility in Skikda with a 51% contribution, with a Spanish company, Jaida, contributing 49%. The concession period extends for 30 years from the date of the agreement’s entry into force.

In this context, a water desalination and electricity production facility has been established in Arzew, Oran. It was created according to an investment agreement using the BOOT method between the National Investment Development Agency, with a 5% share, and a South African company, with a 95% share. The concession period also extends for thirty years from the entry into force of this agreement.

Furthermore, a water desalination plant was constructed in Benin, Tlemcen, in partnership with a Spanish company with a 51% share of the project and the Algerian Energy Company with a 49% share. The value of this project is estimated at \$230 million.

Finally, from the conclusion of these contracts,

20 El-Roubi, M. (2006). “Construction, Operation, and Delivery Contracts”, published by Dar Al-Nahda Al-Arabiya, Egypt, p. 51.

21 Ahmed, A.M.A. (2008). Arbitration in International Administrative Contract Disputes, Dar Al-Jami’a Al-Jadida, Egypt, p. 119.

it can be inferred that the Algerian state participates relatively in financing these contracts. Some consider this to be a misapplication of the concept of BOOT contracts, which is based on the idea of full private sector financing for the construction of public facilities related to infrastructure. At the end of the concession period, the state recovers the completed structures and the designated lands without financial compensation.

2.2.2. Investment incentives obtained by the project owner

The implementation of the Build-Operate-Transfer (BOOT) model for establishing and operating public facilities has led to the emergence of financial and economic risks for these projects, including competition risks from government projects, allowing the establishment of similar projects before the expiration of the concession period, as well as risks of contract cancellation and seeking to change its terms.

To address these risks, there arose a need to provide guarantees by the state to the project owner, including subjecting the BOOT contract to the provisions of investment law, granting the project company the right to enjoy investment incentives stipulated in the investment law. These incentives include financial incentives such as tax exemptions (such as exemption from value-added tax for goods and services used in the investment, exemption from property transfer tax for all real estate acquisitions made within the investment project, exemption from profit tax, and professional activity tax), as well as customs exemptions (such as exemption from customs duties for imported goods directly used in the project).²²

In addition to financial incentives such as state participation in project shares ownership and obtaining government insurance with preferential rates to cover certain types of risks, which may be commercial, such as exchange rate fluctuations, or non-commercial, such as nationalization and confiscation.

There is also the possibility of resorting to amicable means to resolve disputes such as conciliation, mediation, and arbitration. The latter is consid-

ered one of the most important incentives sought to be included in the BOOT contract by the contractor with the administration to avoid litigation.

CONCLUSION

From our study, we can conclude the following:

- The requirements of development have revealed the importance of BOOT contracts in completing infrastructure projects, especially considering that the construction and building sector is currently one of the most important areas of international trade, given the importance of infrastructure development in the economies of developing countries;
- Considering that BOOT contracts have become one of the established methods for managing and operating public facilities, it is necessary to enact specific legislation regulating all stages of this contract;
- When resorting to this contract, the state must enlist legal and technical experts to draft the contract, in order to avoid the negative consequences resulting from poor drafting, especially in the event of disputes between the parties to the contract;
- Encouraging the establishment of regional arbitration centers is necessary to avoid resorting to international arbitration centers, which often rule in favor of the foreign investor at the expense of the host state of the investment.

22 L'Ammari, W. (2010-2011). "Incentives and Barriers to Foreign Investment in Algeria", Master's Thesis in Business Law, Faculty of Law, University of Algiers 1, p. 70.

BIBLIOGRAPHY

Books

1. Ahmed, A.M.A. (2008). Arbitration in International Administrative Contract Disputes, Dar Al-Jami'a Al-Jadida, Egypt.
2. Al-Bahji, E.A. (2008). B.O.T Contracts: The Road to Building Modern State Facilities, Dar Al-Jami'a Al-Jadida, Egypt.
3. Al-Habshi, M.A.M. (2008). B.O.T contracts, published by Dar Al-Kotob Al-Qanuniyya, Egypt.
4. Al-Hamoud, W. M. (2010). "Construction, Operation, and Ownership Transfer Contracts", published by Dar Al-Thaqafa Lil Nashr, Jordan.
5. Al-Hijazi, A. F. (2008). B.O.T Contracts in Comparative Law, published by Dar Al-Kotob Al-Qanuniyya, Egypt.
6. Al-Jubouri, M.K. (1998). Administrative Contracts, Maktabat Al-Thaqafa for Publishing and Distribution, Jordan.
7. Bouziane, A. (2011). Explaining Public Procurement Regulations, Dar Al-Jisr for Publishing and Distribution, Algeria.
8. El-Roubi, M. (2006). "Construction, Operation, and Delivery Contracts", published by Dar Al-Nahda Al-Arabiya, Egypt.
9. Hamdi, Y. A. (1998). Encyclopedia of Administrative and International Contracts, Dar Al-Ma'arif, Egypt.

Articles

1. Al-Ajarmah, N. A. (2003). Construction, Operation, and Ownership Transfer Contracts and their Applications in the Algerian Legal System, Sharia and Law Studies, 40 (01).
2. Al-Shumrani, S. B. (2012). Guarantees and Disposition in B.O.T Contracts, the periodic journal of the Islamic Fiqh Assembly, Saudi Arabia (27).
3. Laajal, Y., Dufan, L., Contracts by the B.O.T Method in Algerian and French Legislation, International Journal of Legal and Political Research: Faculty of Law and Political Science, University of Kasdi Merbah – Ouargla, Algeria, 01 (02).

Theses

1. Subu, S. (2012). The Legal System of Construction, Operation, and Ownership Transfer Contracts and its Applications in Algeria, Faculty of Law and Political Science, University of Constantine – Mentouri Brothers, Algeria.
2. L'Ammari, W. (2010-2011). "Incentives and Barriers to Foreign Investment in Algeria", Master's Thesis in Business Law, Faculty of Law, University of Algiers 1.

Websites

1. Lemoine, B. (2023, October 23). The Channel Tunnel, <documents.irevues.inist.fr> [Last accessed: 14 January, 2024].

Government documents

1. Al-Dhaiby, S.S. (2014, August 26-28). Arbitration in International Construction Contracts (B.O.T), paper presented at the nineteenth annual conference of the GCC Commercial Arbitration Center in cooperation with the Oman Chamber of Commerce and Industry, on arbitration in oil and international construction contracts, Jordan, <www.gcac.diz>, [Last accessed: 10 April, 2017].