



THE AUTHORITY OF THE ADMINISTRATION IN DEVELOPING THE METHODS OF MANAGING PUBLIC UTILITIES

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ABSTRACT

In recent decades, the world has witnessed a major economic renaissance, manifested in the pursuit by governments of most countries of a better standard of living for their citizens, through the achievement of some economic development via implementing reforms that affects all economic fields. The most important of such reforms is the promotion of investments, national or foreign, which requires tremendous efforts to conduct major infrastructure development and modernize projects so as to build a strong impetus to countries in general - especially developing ones - and to place them in the ranks of developed countries. Also, there is a close link between economic growth and infrastructure; the lack of modernity of the latter hampers economic growth and vice versa, the more infrastructure is sophisticated and modern, the more it helps economic growth to evolve; because the establishment of modern and sophisticated infrastructure helps create an atmosphere conducive to achieving significant economic development and progress.

At the beginning of and middle of the twentieth century, it was the governments of states that sought and initiated infrastructure projects so that, at that time, they were not characterized by technological development or the complexity we are witnessing today. At the end of the twentieth century and the beginning of the twenty-first century, the rapid jump in technology, the fall of the Soviet Union and the failure of socialist methodologies, the world easily adopted a capitalist pattern based on the free movement of capital and the free trade that led to the emergence of the term international trade and the term globalization. The evolution of the state's functions from a limited role in protecting citizens and providing security to a greater role is related to the process of promoting economic, political and social development, which in turn has been reflected on public utilities, as along with administrative utilities, economic utilities emerged – both commercial and industrial. That development was accompanied by a similar evolution in the methods of utilities establishment and management.

As a result of globalization and its effects, especially in economic terms, most of the world's nations have moved towards the application of a free economy and the abandonment of a socialist or command economy. This has led the state's thinking towards modern methods of managing public utilities so as to avoid the disadvantages of some traditional contractual systems, such as B.O.T contracts. Therefore, public-private partnership contracts have emerged in this evolving system, whereby risk allocation is based on the assumption by each partner of the risks that it is worth managing and overcoming with a degree of efficiency that exceeds the second party's management, which means resulting in the best exploitation of the resources of society, and a higher value for the invested funds. Moreover, partnership is a reform policy aimed at eliminating the imbalance of productive structures in public projects. It is an important source of funding. The partnership also aims to improve the quality of services provided to citizens and to lift the burden on the state's budget without affecting its ability to deliver services at competitive prices. The public-private partnership is a complex process that can serve all parties in the event of expert and appropriate management.

Keywords: *the administration; managing public utilities; authority*

RESEARCH PROBLEM:

The majority of the world's countries and developing countries in particular suffer from a gap between their material resources and the projects required to be financed, as well as the increasing pressure on the public budget. As well as as well as the accumulation of external debt in conjunction with the call for the adoption of privatization and the need to support and strengthen the role of the private sector in the process of economic development, and the



increasing calls for adopting a new contractual system and abandoning traditional systems in managing public utilities. However, the transformation of public utilities management from the circle of general administrative concepts and theories subject to laws and regulations to modern administrative concepts, i.e. the concepts of the private sector, is not an easy or simple process. It is rather a complex and compound transformational process affected by international regional variables based on policies, strategies, systems, and codified and diverse stages within an integrated network within the process of comprehensive economic reform in the entities of the public sector as a whole. Therefore, the question of whether it is permissible for the administration to resort to private financing for the purpose of establishing and managing economic public utilities is raised.

RESEARCH METHODOLOGY:

The research methodology is based on addressing the issue from two axes:

The first methodology depends on the analytical method based on the inductive and descriptive approach through all data and information, in addition to the use of logical conclusion in the study.

The second methodology depends on the analysis of international experiences of countries with expertise in this field to reach a framework that combines the theoretical dimension and the applied dimension.

Research Contents:

This research was covered in four topics:

- First Topic: General concepts of the method of partnership between the public and private sectors, and the justifications for resorting to it.
- Second Topic: Distinguishing the partnership contract from some similar concepts.
- Third Topic: International and Arab experiences in partnership contracts and the most important lessons learned.
- Fourth Topic: Advantages and disadvantages of a public-private partnership.

In the conclusion, the research will discuss the most important findings, supplementing them with a set of recommendations.

First Topic: Partnership method and justifications for resorting to it

For the purpose of understanding this system and knowing what it is, we will review its definitions in various legal systems, whether Arab or foreign, and then we will present the most important justifications that led to resorting to it, and as below:

A- The concept of partnership

The term public-private partnership is a translation of what is known in English as “public-private partnership”, or for short “PPP” or “3ps” ⁽¹⁾, and it may sometimes be referred to as a “private sector participation”, “PSP”. The concept of partnership is a modern concept. It came from the Anglo-Saxon law, and this term indicates that the private partner works on managing and implementing public projects, and the term partnership means division and distribution ⁽²⁾, and PPP is interaction and multiple cooperation between the public and private sectors related to the employment of human, financial, administrative, and technological and knowledge capabilities based on commitment to goals. It also represents a joint responsibility and accountability, in order to achieve economic and social goals of interest to the largest number of members of society, while keeping pace with contemporary developments in an effective manner and achieving a better competitive position ⁽³⁾.

Other writers defined it as:

A working mechanism that aims to solve complex problems or implement mega development projects efficiently and effectively. It cannot be implemented by one party, but through a tool, that does not absolutely represent the private sector or absolutely the government sector ⁽⁴⁾. Here, the partnership combines the goal of the public sector and the efficiency of the public sector. The private sector through which the public's need and profitability are met at the same time, and it is done by means of a contract ⁽⁵⁾.

The partnership contract is defined as: A contract under which a person of public law entrusts a person of private law with the task of financing a public utility project management, utilization, operation and maintenance for the duration of the contract in exchange for material paid back to him by the governing body, with public and private sector institutions working together. This is the definition of French law in article 1 of 17 June Order of the 2004 on Partnership Contracts ⁽⁶⁾, and that the reason for the formation of partnership contracts in a strictly technical sense in France was the result of the inadequacy of traditional methods of public utilities management and



development, as concession contracts, B.O.T. contracts, devolved measure and mixed economy corporations.⁽⁷⁾

Egypt's Partnership Contracts Act No. 67 of 2010 defines it as contracts, under which the state undertook to the project company to finance, establish and equip infrastructure and utilities projects, with a commitment to the project's maintenance and development for making its services available to the public on a regular and sustained basis throughout the contractual period.⁽⁸⁾

The National Partnership Council of the United States of America defined it as contractual arrangements whereby resources and benefits are mobilized for both the state and the private partner with a view to achieving higher efficiency and better access to capital, while maintaining the public interest through contractual clauses⁽⁹⁾.

The British Partnership Commission defined it as a risk-sharing relationship between the public and private sectors based on a shared goal to achieve a country's targeted policy objective⁽¹⁰⁾.

B-Justifications and motives

1. The state's desire to provide high-quality services in view of the rapid development in the current era, in proportion to the increasing number of people and their desires, which led state to pay attention to the issue of partnership between the public and private sectors in the field of establishing and managing public utilities⁽¹¹⁾ and that partnership leads to the reduction of state borrowing and the associated risks, and also leads to the creation of a new local market for long-term financing, and also leads to the creation of a new market for the private sector to manage project assets, develop the economy, create job opportunities, and increase the efficiency of public services⁽¹²⁾.

2. Partnership contracts lead to attracting foreign investment, and this revives the national economy and reduces public debt, in addition to that, it involves sharing risks with the private partner without having it borne by the managing authority alone, and it reduces the burdens on the state's public budget because of the private partner providing them. This enables the state to appropriate these saved funds to strategic projects such as defense, security and border control⁽¹³⁾.

3. The justification for the public-private partnership is reflected in the projects in place of these contracts, as PPP contracts are used in the implementation of state infrastructure projects, whether in the fields of energy, sports, transport and highways, health, education and scientific research, and justice (prisons), and there is no doubt that the private sector can provide expertise and financing to achieve this. Partnership contracts are an ideal way to transfer modern technology at a relatively acceptable cost, due to the contractor's commitment to financing, construction, operation and maintenance, which means: That the public utility will always be modernized by means of modern technology⁽¹⁴⁾.

4. From a practical point of view, partnership contracts are comprehensive contracts. In light of traditional contracts, the public sector contracts on construction and operation separately, and it is paid to the private party before the public party receives the proceeds. As for the partnership contract, the situation is in reverse. Where the public party contracts with the private party to build and operate together, and the private party will reap some profits from the investment by reducing the costs necessary to operate at the beginning of the project, and then raise the investment value in the field of construction and operation quality, and this indicates that traditional contracts lead to a decrease in the investment value, while partnership contracts lead to an increase in the investment value without the management losing the original utility⁽¹⁵⁾.

5. Finally, the partnership contracts were compatible with privatization and mitigated its impact, as it does not reach under the partnership the complete and permanent relinquishment of the state's ownership of the public utility, but rather it allows the state to resort to private financing in construction and exploitation, and to apply the latest methods of management and management⁽¹⁶⁾.

Second Topic: Distinguishing partnership contracts from similar contracts

1. Partnership and privatization contract

There is confusion between the partnership contracts and privatization, although there is a big difference between them, as privatization consists in permanently selling the ownership of the public sector to the private sector, while the partnership contract consists in the presence of the private partner alongside the general partner and the project company (a joint stock company) with the sole purpose, and the project company (public utility) as a whole, with its full production capacity and in a very good condition, will be transferred to the public sector at the end of the contract. Also, under the partnership, the general partner is originally responsible for providing



services and their quality, which leads to the direct contractual relationship with the private sector. Thus, the general partner will have the upper hand ⁽¹⁷⁾.

2. Partnership contract and contract (public tenders and auctions) public works

A public works contract is an agreement between the public administration and a natural or legal person to construct, restore or maintain a building for a public legal person with the intent of achieving a public interest for a price specified in the contract ⁽¹⁸⁾.

Through this, the partnership contract cannot be considered a public works contract. As the latter is limited to an agreement between the administration and the contractor with the intention of repairing or maintaining real estate utilities for one of the general administrative persons, and that this contractor adheres to the designs and timings specified by the administration, but the private person in the partnership contracts has the freedom to develop the project design. In addition to that the duties of the contractor continues throughout the term of the contract, as it commits to operating, managing and maintaining the public utility, in addition to providing an outstanding quality of service for a long period of time ⁽¹⁹⁾.

Partnership contracts also differ from public works contracts in the way the financial consideration is paid, where in public works contracts the contractor receives advance payments under the account or payments related to the actual implementation and according to its progress. Services, that is, they are in exchange for an actual service received by the citizen ⁽²⁰⁾.

3. Partnership contract and management contract

The private party in management contracts enters into a short-term contract with the public sector in order to operate and maintain the utility, and implement the investment program in it, while the public sector bears the responsibility of fully financing this investment throughout the duration of the contract, and under management contracts, the private party's capital is not exposed. As for the partnership contracts, the private partner bears the bulk of the risks of the project, in addition to being responsible for financing ⁽²¹⁾.

4. Partnership contract and concession contract

There is a confusion of concept between the concession contract and the PPP partnership contract. These two contracts share certain characteristics as the concession contract is a form of engagement with the state or one of its institutions, contributing to the provision of services to associates through their funds and workers with full risk tolerance. Concession and partnership contracts can also achieve common economic objectives. However, this confusion between the two systems was in the early years of the partnership's inception and it still exists in some developing countries that are unable to conclude genuine partnership contracts. In fact, there is a significant difference between the two contracts, since the fundamental difference between the concession contract and the partnership contract is that there is little reliance on the private party's funding and that the general party will remain the owner of the utilities or infrastructure for the duration of this contract under the concession contract. While partnership contracts are based on the private sector's adherence to quality and performance standards. Under such contracts, the private party receives fees from public sector payments, i.e. the private party does not collect consumer fees directly, but receives counterpart from the public party, based on usage or consumption rates, periodically and throughout the contracting period ⁽²²⁾.

5. Partnership contract and B.O.T.

A B.O.T. is a contract whereby a person under common law assigns a legal person subject of the private law to establish or exploit the public utility at its own risk for a fixed period, and the assignor receives direct benefit from the user, and at the end of the commitment period commits itself to return the utility in good condition and free of charge to the donor ⁽²³⁾.

French jurisprudence defines it: as a contractual process with a legal person subject to private law (project company) that undertakes the financing, construction and exploitation of a public utility granted to it by the state during a certain period, provided that the company is committed to returning the project to the donor at the end of the contract term ⁽²⁴⁾. We have similarities in some aspects and differences in others between the two contracts, as shown below:

A- Similarities:

The purpose of the two contracts is to create a public utility for the purpose of providing services to the public, with the administration enjoying some powers throughout the contract implementation period, such as monitoring and supervising the proper implementation of the contract, the right to amend it, and the right to retrieve the utility, both of which are complex contracts whose contractual relationships are intertwined in many stages, and both Financing and management contracts ⁽²⁵⁾.

B- Differences:



1. **Financial return:** In partnership contracts, the financial consideration is linked to the development of the project and is paid periodically throughout the term of the contract without being linked to the results of exploitation, and it is classified as an accountant in the contracting department's budget as operating expenses and not as a debt⁽²⁶⁾. That is, it is directly caused by the results of exploitation⁽²⁷⁾.
2. **Contract period:** In the partnership contract, the term of the contract is not less than five years, and not more than thirty years from the date of completion of construction and equipping works, or completion of development work⁽²⁸⁾, while the period specified for bot contracts may reach ninety-nine years⁽²⁹⁾.
3. **Risks:** In bot contracts, the risks are limited to the private sector only, and if any, they are considered secondary and ineffective, unlike partnership contracts, where the sharing or distribution of risks between the two parties is an essential condition or an essential condition for judging the validity of the contract and acknowledging its legal existence⁽³⁰⁾.

Third Topic: International and Arab experiences in partnership contracts and the most important lessons learned.

Each of the systems, if implemented on the ground, must be punctuated by some difficulties and failures, and this can only be seen by looking at the practical experiences of the countries that preceded in this field, and as below:

1. UK public-private partnership:

The first appearance of partnership contracts was in the United Kingdom and was known as the Private Finance Initiative (PFI), which is the term synonymous with partnership, and under the PFI the responsibility for financing and managing the contracted project rests with the private sector partner in return for collecting the proceeds of the services related to it according to specific periods of time, and eventually the ownership of these projects will be transferred to the public sector, and thus the United Kingdom is a major pioneer in the practice and development of partnership contracts, and it has added a lot to it through practice and experience⁽³¹⁾. Private financing contracts in 1992, but the actual and practical application of these contracts was during 1997, and actually more than (800) projects that depended on partnership between the public and private sectors were implemented⁽³²⁾. The United Kingdom has established several specialized administrative institutions for making this initiative a success⁽³³⁾.

2. Public-private partnership in France:

After the success achieved by the British Private Finance Initiative (PFI) in the field of restoration and reform of public services for education, public health and other infrastructure projects, and on the basis of: Having the same reasons and conditions lead to the same results, and through the cooperation between specialists from the major public works companies and the neo-liberal circles that were in favor of PPPs, France adopted the idea of PPPs⁽³⁴⁾.

According to the Legal Reform Program, the French state formally announced its interest in this new set of contracts, as Order No. 2004-559 of 17 June 2004 on partnership contracts was issued announcing that partnership contracts shared many characteristics with the private finance contracts (PFI) in the area of risk allocation and fees based on performance criteria and represents the new characteristics of this range of contracts developed, and a real development in public utility management and based on the development of certain legal and regulatory matters within the French judiciary. For public interest considerations, the partnership contract is concluded without following general contractual procedures. France was the model in the region when it entered into 35 infrastructure partnership contracts in September 2005⁽³⁵⁾.

3. The Australian experience:

Australian public opinion was initially skeptical about the partnership projects; since these projects may transfer wealth to private companies, and do not achieve the required value from public money and investments, but successive Australian governments have stuck to the public-private partnership program, and this requires official regulators to conduct investigations and studies on the success of partnership contracts and modernization efforts⁽³⁶⁾. Australia had 21 partnership projects with a total investment value of 10.5 billion Australian dollars implemented in hospital projects, highways, correctional utilities, water and sewage treatment projects, and the railway. As a result of these partnerships, the Australian government announced comprehensive policies that work on direction and guidance. The necessary measures towards partnership projects, including the national policy, the practical framework and the terms of the partnership, were defined as the scope of services, project management, public interest considerations, transparency and integrity requirements, bidding procedures, financial, accounting

and tax analysis, as well as official decisions, reports and industrial publications that announced to citizens the development of curricula Partnership in response to international developments ⁽³⁷⁾.

4. The public-private partnership in Egypt:

We will discuss the experience of the public-private partnership in Egypt as an example from the Arab countries; due to the acceleration of events in Egypt. The Egyptian government adopted in 1993 an economic reform program that pushed towards a shift towards privatization, and then adopted the B.O.T. system in 1996, but it changed it and adopted a new contractual system, PPP contracts, and Law No. 67 of the year 2010 “Regulating the Participation of the Private Sector in Infrastructure Projects, Services and Public Utilities” was issued, and its Executive Regulations No. 238 of 2011. Thus, providing the appropriate legislative environment for the application of this new category of contracts that lead to advancing development and maintaining high growth rates by upgrading the level of public utility services, and opening more investments to achieve faster completion, higher service, lower cost, and better maintenance for those projects that provide more job opportunities, and a higher level of income ⁽³⁸⁾. The Egyptian legislator paved the way for this law by establishing a unit called the Central Unit. Partnership in the Ministry of Finance, which is responsible for the public-private sector partnership, which began its activity in 2006, and this unit has undertaken the work of expertise and advice in the areas of preparation, negotiation and follow-up to the implementation of partnership contracts ⁽³⁹⁾. Thus, this legalization is the first integrated and unified legalization in the Arab region that regulates the participation of the public and private sectors in the establishment and management of public utilities.

Fourth Topic: Partnership advantages and disadvantages

Through the foregoing, it became clear to us that among the solutions to address the state’s shortcomings in building, developing and managing infrastructure projects and public utilities is the PPP system, but we do not say that it is the only system to be followed. Specialized studies indicate that the advantages of this system outweigh its drawbacks. However, we cannot underestimate the impact of these shortcomings, and great care must be taken when estimating the appropriateness of the partnership for each project and reducing the levels of risks when concluding it. Therefore, we will present the advantages of this contract for the two sectors, followed by its disadvantages with proposing solutions that can be followed to avoid the disadvantages or at least address them, and as below:

A- Advantages of Partnership ⁽⁴⁰⁾:

1. Increase in the monetary value of public money

Relying on the technology and skills of the private sector in completing partnership projects at the lowest costs and the highest level of services, with the same investment value, will lead to a higher value of public money investment.

2. Development of design and operation

The aspiration for high standards of services requires the private party to provide creative solutions and innovative means in the field of project design, construction and operation, where these innovative solutions will lead to raising the efficiency of the project by introducing management systems that are flexible and fast, due to the difference in production philosophy between both sectors.

3. Quick completion of the project

The partnership allows for the speedy implementation of the project according to the timetable set for it, as the capabilities of the private sector exceed those of the public sector, and are characterized by speed and flexibility.


4. Transfer of risk: Partnership leads to the transfer of project risks - such as financing risks, use of modern technology, time frame, building permits, etc. - to the private party being the best able to deal with it due to the availability of the necessary elements of expertise, funding and financial stability.

5. Addressing the lack of government funding: Partnership contracts allow the implementation of mega projects by relying on private sector financing while ensuring the continuation of project financing throughout the contract term. The burden of setting up other infrastructure projects.

6. Private sector stability and growth: Partnership projects provide the private sector with fewer risks and more investment opportunities throughout the decade. Partnership contracts also guarantee private capital flows and the growth of local industries and labor markets.

B- The defects of partnership, and the response to them:

1. Financial cost: The project goes through many preliminary stages, starting with the announcement of the desire to build the project, preparing the bid documents, preparing the necessary studies for it, and ending with implementation.

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2. Transfer of risk: Not transferring the full risks from the public sector to the private sector is one of the disadvantages of the partnership system, as some see ⁽⁴¹⁾. However, we see the opposite, especially in non-commercial projects, such as hospitals, schools, universities, etc.
 3. Interfering with state politics: Some consider that the partnership system would allow the project to interfere in the state's economic policy and sometimes political, and may threaten their national security, especially if they are developing countries and their concept of partnership is not yet mature. In addition, the partnership system may face opposition from citizens if the project is considered economic colonialism, or monopoly, or may lead to the wealth of private companies ⁽⁴²⁾.
 4. The response to this problem is to increase the cultural awareness of the beneficiaries' public about this system and clarify the full picture and the advantages of the system's adoption over the national economy. It is worth mentioning that the Egyptian Partnership Act No. 67 of 2010 adopted policies to prevent such risks. It established the Central Partnership Unit in the Ministry of Finance, as well as the Prime Minister's High Committee on Participation, which protects national security and domestic policy ⁽⁴³⁾.
 5. Multiple lenders: Multiplicity of lenders is an important issue for the host state, as multiple lenders increase the opportunity to compete for control of the project, which may have consequences for the enterprise. Lenders have a role to play in the project. They must therefore ensure that the financing is in accordance with the lending plan. Therefore, the state wished to place its control over the project so that it could be assured of funding and recover it with interest without any obstacles.
 6. Addressing this problem is by clearly defining each side's role in the project with the possibility of providing for sanctions in case of derailment. If loans are provided by local banks, the goal of the partnership contracts has not been achieved. The state's economic plan may therefore be jeopardized, and one of the solutions proposed in this regard is to provide in the partnership contract for borrowing a certain proportion of local banks, with the remainder being from abroad.

CONCLUSION

In summary, there is a wide difference between traditional and scientific management. Traditional management relies on decision-making based on experience, personal practice, guesswork and individual expectation. While scientific management is based on structured thinking, which is predicated on the establishment of integrated information systems that support correct decision-making based on databases, knowledge observatories and digital communication methods to maximize the overall quality of results and achieve the desired goals. New ways of managing economic utilities are therefore required, namely, public-private partnerships.

Public partnership is not an easy or simple process but a complex, compound and structured transformative process between international regional variables based on codified and diverse policies, strategies, systems and phases within an integrated network within the overall economic reform process of public sector entities so that the state can achieve more effective and efficient results in its outputs, that is, it is an integrated process aimed at balanced and sustained development at the level of the individual, society and state. Therefore, the success of this the PPP is depends on a prudent and contemporary management based on systems, techniques and concepts that help it to accomplish its work, with the advantage of excellence, giving and integrated achievement in the new environment of society, and in a dangerous domestic and global economic competition.

After completing the research tasks, I present the most important findings of the study with a set of recommendations, as below:

First: Most important findings:

The essence of the state's activity in all modern states is the operation of public utilities for the purpose of satisfying the necessary needs and requirements of individuals, this has led to the development of public utilities, coupled with a similar evolution in their establishment and management methods, which has led the state's thinking towards new legal methods of managing public utilities that avoid the disadvantages of traditional systems.

The study noted that there is a general trend in the countries of the world towards using the private sector's financing, technological and administrative potential to provide many projects under state control, supervision and financing.

The research found that development success depends on the activity of both the public and private sectors together, which are not opponents but essential pillars of the national economy,



and the right atmosphere must be created to coexist on the basis of competitiveness and complementarity and not on the basis of compassion and dissonance.

We also found that the idea of PPPs are not based on the framework of borrowing a financial debt or privatizing a particular sector but based on the idea of public sector procurement of services from the private sector. The financial reimbursement due to the contractor in the partnership contract is secured by the contractor's administrator and in the form of instalments of money and there is no direct relationship between the private partner and the beneficiaries of the services provided by him under the contract.

It is difficult for the contractor of management in partnership contracts to assume all risks individually. Therefore, the system of risk sharing or allocation that the legislator has made both in Britain and in France and in Egypt is a prerequisite for the validity and legal recognition of the contract.

Finally, the study found that PPP contracts are among the solutions that address the state's inadequacy in building, developing and managing public utilities and infrastructure projects. Partnership in essence is a reform policy aimed at eliminating the imbalance in the productive structures of public enterprises, an important source of funding, aimed at improving the quality of services and lifting the burden on the state budget.

Second: Recommendations

1. The nature of the partnership should be understood through careful analysis of the interests and directions of all parties concerned and how it expresses these interests, especially the state, which often holds the lead and largely controls the form and nature of the partnership. The state should create a legal and social system to activate the role of financial and business institutions.
 2. The need to develop administrative systems for the management of public utilities in general and economically in particular for the purpose of achieving the difficult equation in the desired economic balance between cost and return or between expenses and profits.
 3. The appropriate legal framework must be in place to ensure the safe application of the partnership, and the legislator in developing countries, including the Iraqi legislator, must expedite the legislation of a special law regulating partnerships. As his French and Egyptian counterparts did when they initiated a law on private public partnership, through which they specified what was meant by partnership contracts, who were responsible for signing those contracts, and who had a duty to monitor their implementation, with the need to support the central authorities of local authorities when contracting.
 4. Develop a national plan of projects to which the private sector can contribute in accordance with the state's priorities in the field of health and education services, environmental protection activities, infrastructure projects and community development. The state should prepare a team of negotiators in each of its sectors, each according to its specialization, to be aware of international economic transactions and to represent its interests, especially in major contractual transactions.
 5. The oversight bodies shall be independent and impartial and provided with administrative competencies in accordance with established standards to reduce corruption, prevent monopoly, protect consumer rights and give the right of NGOs and trade unions to oversee the work of the private sector.
 6. There must be effective and flexible management to make the necessary adjustments and adapt to variables in both internal and external economic and non-economic conditions to ensure the implementation of the objectives-based partnership contracts below:
 - Achieve sustained and economically balanced growth events in order to achieve sustainable development.
 - Drive towards excellence, control and satisfaction of both the private sector and beneficiaries.
 - Attempt to raise productivity while effectively reducing cost in order to rationalize spending and make profit.
 - These objectives can only be achieved through two main factors:
 - Structured planning in strategy and policy building.
 - Control, follow-up and development to measure kidney performance.
1. Empower the local community as a central and essential partner in partnership by raising awareness of the private sector's role as a partner in sustainable development.
 2. A private partner must adhere to international indicators and standards on its performance that focus on the quality of goods and services produced.

3. States should promote scientific research that will enhance the private sector's efforts to build technical autonomous capacity to activate the partnership between the public and private industrial sector and universities in the fields of scientific research and patents to implement high-tech projects.

4. States can become an investor and partner with a minority stake in partnership contract projects the public sector will become a contributor to the project and a partner in investment returns. This raises the value of the project's capital, as well as the state's financial competition for a proportion of ownership aimed at attracting investors. This will lead to greater convergence of interests between the two sectors and a more collaborative approach to improving project performance and risk management.

5. Partnership must become a new culture and practical reality applied in all economic and service activities. The first step is to be addressed by all those interested in economic and development affairs to study the concepts and principles of this system and exchange ideas to adopt standards and working methods in order to develop legislation and rules that facilitate its application and ensure its success.

6. Design of partnership contracts adapted to the country's economic, social and political realities and legislative traditions in all areas such as the environment and labor laws and to draw on and attempt to study and evaluate successful global experiences and analyze their strengths and weaknesses in order to capitalize on the positives and avoid the disadvantages resulting therefrom; While not relying on contract-ready formats, the success of these contracts depends on clearly defining the legal framework. That this framework will guarantee the rights of the private partner, and allow the public sector to expand by concluding this type of transaction to ensure the sustainability of the public service, its quality and its delivery to the public at the appropriate quality and price.


7. For the purpose of success of the methods developed in the management of economic public utilities, the administrations of states must take into account the following:

- Ability to understand, absorb and operate advanced information and communication systems.
- The need to introduce the concepts of reengineering systems, business, procedures and administrative processes.
- The need to introduce the concepts of reengineering systems, business, procedures and administrative processes. - Focus on the preparation, qualification, training and education of human cadres as they represent human capital, which is the bulk of the management of contemporary public utilities.
- Attention to strategic planning based on knowledge systems and support the role of research and development to accept new variables and concepts.
- A good preparation of contemporary administrative leadership based on human development.
- Driving towards diversity and excellence in business performance, taking into account the choice of activity that achieves competitive experience.

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