

Bridging Humanity



المدينة العالمية للخدمات الإنسانية
INTERNATIONAL HUMANITARIAN CITY

International Humanitarian City

General Rules and Regulations

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1 PRELIMINARY AND KEY PROVISIONS

- 1.1 This document is to be referred to as the General Rules and Regulations.
- 1.2 These General Rules and Regulations are issued in accordance with Article 5 of Law No. (1) of 2012 (the IHC Law).
- 1.3 These General Rules and Regulations come into full force and effect on the date of their issuance by the Authority's Chief Executive Officer. Subsequent amendments to these General Rules and Regulations shall also come into full force and effect on the date of their issuance by the Authority's Chief Executive Officer.
- 1.4 The purpose of these General Rules and Regulations is to set out the framework rules and regulation with which Establishments must comply. These General Rules and Regulations are binding on all Establishments, and all employees and invitees of Establishments. For the avoidance of doubt, these General Rules and Regulations apply equally to NPO Establishments, UN Agencies and Commercial Establishments, unless specifically stated otherwise.
- 1.5 The Authority's Chief Executive Officer may, from time to time, amend these General Rules and Regulations.

2 INTERPRETATION

- 2.1 Capitalised words in these General Rules and Regulations have the meaning indicted below:

Authority: the International Humanitarian City Authority established in accordance with the IHC Law.

Authority's Registration Regulations: regulations governing the registration of Establishments in the Freezone, which are issued by the Authority from time to time.

Authority's Licensing Regulations: regulations governing the licensing of Establishments in the Freezone, which are issued by the Authority from time to time.

Commercial Establishment: any entity which holds a Licence to undertake commercial activities in the Freezone.

Employee(s): an employee or employees of an Establishment who are authorized to work in the Freezone by the Authority.

Establishment(s): any NPO Establishment, Commercial Establishment or Intergovernmental Establishment which meets the Registration Requirements and holds a Lease and a Licence to operate in the Freezone, or any UN Agency approved by the Authority to operate in the Freezone.

Freezone: the geographical area comprising the International Humanitarian City.

GCC: the Gulf Cooperation Council region.

Government Services Department: the Government Services Department of the Authority.

Guidelines: the guidelines governing the registration and licensing requirements of new Establishments or licence renewal of existing Establishments, which are issued by the Authority from time to time.

Immigration Law: Federal Law No. (6) of 1973, together with any applicable ministerial decrees, resolutions and directions as may be issued under or in connection with the Immigration Law.

Intergovernmental Establishment: any entity which holds a Licence to undertake activities in the Freezone. For the avoidance of doubt, an Intergovernmental Establishment is an agency set up by member states and established via a treaty or charter to carry out not-for-profit activities.

Labour Law: Federal Law No. (8) of 1980, together with any applicable ministerial decrees, resolutions and directions as may be issued under or in connection with the Labour Law.

Lease: the lease agreement executed between the Establishment and the Authority for any Property.

Licence: a Licence issued by the Authority pursuant to the Authority's Licensing Regulations.

Licensing Requirements: the licensing requirements identified in the Authority's Licensing Regulations and Guidelines.

NPO Establishment: any entity that holds a Licence to undertake not-for-profit activities in the Freezone.

Operations Department: the Operations Department of the Authority.

Property: physical space within the Freezone which is leased by an Establishment from the Authority (and which can constitute office, warehousing, showrooms or open yard space).

Registration Requirements: the registration requirements identified in the Authority's Registration Regulations and Guidelines.

Relevant Authorities: any relevant Dubai or UAE Government body or authority having jurisdiction in connection with any matter related to these General Rules and Regulations or other matter connected to the Freezone or the Authority.

Sanctions: any punitive action that may be taken by the Authority in accordance with these General Rules and Regulations or any other rule or regulation promulgated by the Authority, or as determined by the Authority in its sole discretion.

Sponsorship Agreement: the sponsorship agreement executed between the Establishment and the Authority for the sponsorship of Employees.

UAE: United Arab Emirates.

UN Agency: an agency, administrative body or administrative unit of the United Nations.

Working Day: every day that is not a Friday, Saturday or public holiday declared for the Government sector in Dubai.

2.2 A reference to a particular law or regulation in these General Rules and Regulations is a reference to that law or regulation as it is in force, taking account of any subsequent amendment, extension, or re-enactment and includes any subordinate legislation made under it, from time to time.

- 2.3** References in these General Rules and Regulations to time periods are to be construed in accordance with the Gregorian calendar. Whenever these General Rules and Regulations reference a period of time, unless specifically referencing a Working Day, such period will include every calendar day, except that:
- 2.3.1** When the last day of the period falls on a Friday or a Saturday, the period will end instead on the following Sunday; and
 - 2.3.2** When the last day of the period falls on a Dubai public holiday for the Government sector, the period will end instead on the next day that is not a Dubai public holiday for the Government sector.
- 2.4** Unless the context otherwise requires, any reference in these General Rules and Regulations to a “person” includes a reference to a natural person, and to a corporate body, limited liability company, association or partnership and to the legal or personal representatives, legal successors and lawful assigns of any such person.
- 2.5** A person who wishes to submit an original document or a photocopy of a document written in a language other than English or Arabic must also submit a notarized translation of that document in English or Arabic, prepared by a translation service acceptable to the Authority. Certain classes of documents may be submitted electronically if approved by the Authority.
- 2.6** In the event of any inconsistency in these General Rules and Regulations or between these General Rules and Regulations and any other applicable law or regulation (whether issued by the Authority or otherwise), the Authority will determine the correct interpretation and each Establishment shall be so bound.

3 POWER AND GOVERNANCE OF INTERNATIONAL HUMANITARIAN CITY FREEZONE

- 3.1** In accordance with the IHC Law, the Authority pursues the following objectives:
- 3.1.1** establishing a hub for providing humanitarian aid in emergency situations and for disaster relief and to enable Establishments to achieve their objectives;
 - 3.1.2** inviting, attracting and licensing Establishments specialised in providing humanitarian services in a manner that this does not conflict with the legislation in force in Dubai;
 - 3.1.3** ensuring a quick and effective response in case of disasters and emergency situations; and
 - 3.1.4** creating a favourable environment that supports humanitarian activities.
- 3.2** The Freezone’s, governance structure is set out in the IHC Law and these General Rules and Regulations will be administered in a manner consistent with the IHC Law.
- 3.3** The Authority may appoint authorised representatives as deemed necessary for the implementation of these General Rules and Regulations, who shall be empowered to undertake any functions in these General Rules and Regulations which are designated to the Authority.
- 3.4** The Authority may, but is not obliged to, waive any requirement or obligation set out in these General Rules and Regulations, the Authority’s Registration Regulations or the Authority’s Licensing Regulations, for any Establishment or entity applying to become an Establishment, at the Authority’s sole discretion. Any such waiver shall be in writing and shall be specific to the Establishment or entity applying to become an Establishment and shall be given or withheld on a case by case basis. Should the Authority determine not to waive any requirement or obligation set out in these General Rules and Regulations, the Authority’s Registration Regulations or the Authority’s Licensing Regulations, the Authority’s decision shall be final and binding and the Authority shall not be required to give reasons.

4 GENERAL PROVISIONS

- 4.1** The Freezone accepts applications for Licences from international humanitarian actors, as well as from commercial companies, to encourage non-profit and commercial entities to share best practices to increase their operational efficiencies and improve institutional learning.
- 4.2** In order to become an Establishment, an entity must meet the following three criteria:
- 4.2.1** Meet one of the following requirements:
- (a)** Be validly registered with the Dubai Economic Department, or equivalent authority in any other Emirate (if the Establishment is a local branch of a commercial entity);
 - (b)** Be validly registered with the Authority in accordance with the Authority's Registration Regulations; or
 - (c)** Be validly registered and incorporated in a jurisdiction outside the UAE (if the Establishment is a branch of a foreign entity);
- 4.2.2** Hold a Licence (with the exception of a UN Agency); and
- 4.2.3** Hold a Lease.
- 4.3** All Licences shall be issued pursuant to these General Rules and Regulations and the Authority's Licensing Regulations (and any other related rules or regulations issued by the Authority). An Establishment should pursue objectives in relation to the humanitarian and/or emergency relief fields but the Authority will accept applications for a Licence from entities that do not offer services in these fields, provided that the entity has a connection to the humanitarian and/or emergency relief fields. Such applications will be considered on a case by case basis and approved at the Authority's sole discretion. Registration and Licensing Guidelines may be made available to entities applying to become an Establishment or to Establishments and such Registration and Licensing Guidelines (if any) may be amended from time to time by the Authority.
- 4.4** All entities and individuals working or operating in the Freezone, including all Establishments, visitors and contractors working for an Establishment, are required to comply with these General Rules and Regulations and any other related rules or regulations issued by the Authority. Any non-compliance by any Establishment may be subject to Sanctions in accordance with these General Rules and Regulations.
- 4.5** An Establishment must have a Lease for a Property within IHC and a Licence (issued in accordance with the Authority's Licensing Regulations) to operate in the Freezone. UN Agencies registered in the Freezone are exempt from obtaining Licences to operate within the Freezone, provided they have obtained the Authority's written approval to operate in the Freezone.
- 4.6** Payment for services or applications to be processed by the Authority must be made in advance, unless otherwise approved or specified by the Authority. All payments to the Authority shall be in accordance with the tariff at the end of these General Rules and Regulations, or as specified in any other rule or regulation promulgated by the Authority. All tariffs may be subject to change from time to time without notice.
- 4.7** UAE and Dubai laws, decrees and regulations are applicable within the Freezone unless otherwise prescribed in these General Rules and Regulations, other regulations promulgated by the Authority or as specified in any UAE or Dubai laws. Any conflict between Freezone rules and regulations and the laws of the UAE or Dubai shall be determined by reference to UAE or Dubai laws. Any violation of UAE and Dubai laws, decrees or regulations shall be notified by the Authority to the Relevant Authorities.

- 4.8** Without limitation to these General Rules and Regulations, all Establishments must comply with the rules and conditions applicable to Establishments that are set out in the IHC Law.
- 4.9** The Authority's office hours are from 8:00am to 4:00pm daily from Sunday to Thursday. Any applications and documents will be accepted by the Authority up to 3.30pm but no applications or documents will be accepted after this time. During the holy month of Ramadan the Authority's office hours may change and such change shall be notified to Establishments.
- 4.10** Any violation of these General Rules and Regulations will be subject to Sanctions including the suspension of an Establishment's operations within the Freezone, in accordance with the provisions of Section 15, or as determined by the Authority.
- 4.11** All Establishments shall deliver a copy of their certified auditor's report specific to the operation of the Establishment within the Freezone (duly signed by the certified auditors) to the Authority within three (3) months of the end of the calendar year, or where the financial year of the Establishment differs to the calendar year, within three (3) months of the end of the financial year, provided this is not less than once per calendar year, unless otherwise approved by the Authority.
- 4.12** Commercial Establishments are permitted to open a branch outside the Freezone provided the Commercial Establishment first obtains:
- 4.12.1** All required approvals from all Relevant Authorities; and
 - 4.12.2** Written approval from the Authority, which may be withheld at the Authority's sole discretion without the need to give reasons.

5 INTERNATIONAL HUMANITARIAN CITY LEASES AND PROPERTY

- 5.1** With the exception of approved UN Agencies, an Establishment must execute a valid Lease before being entitled to hold a Licence. The Establishment must, at all times, comply with the terms and conditions of each Lease, including the payment of rent to the Authority in accordance with the Lease.
- 5.2** In accordance with the Revocation, Cancellation or Suspension of a Licence article in the Licensing Regulations, the Authority reserves the right to repossess any Property upon expiration or termination of the Establishment's Lease and Licence, if such Lease or Licence is not renewed or cancelled (as appropriate).
- 5.3** Establishments wishing to erect signboards on their Property must notify the Authority and seek the Authority's approval. The design, size, colouring and location of the signboard must be approved by the Authority prior to manufacture and erection.
- 5.4** Sub-leasing and sharing of any Property is not permitted without the Authority's prior written permission.
- 5.5** Without limiting the terms of any Lease, in the event an Establishment's Licence or Lease is terminated or expires, it is the responsibility of the Establishment to ensure that the Property is fully vacated, including:
- 5.5.1** The removal of all furnishings and equipment to ensure that the Property is cleaned and restored to its original condition;
 - 5.5.2** All waste material is appropriately and correctly disposed of; and
 - 5.5.3** Compliance with any other direction or notice issued by the Authority.
- 5.6** If the Establishment abandons goods on the Property, the Authority shall issue a notice to the Establishment of the Authority's intention to treat such goods as "abandoned". A specified date for clearance of the abandoned goods will be given in the notification. If the abandoned goods have not been removed by that date specified in the notice,

the Authority will act to remove them without further reference to the Establishment. The Establishment shall be liable for any costs incurred by the Authority in doing so and the goods shall become the property of the Authority.

- 5.7 Upon obtaining the written approval of the Authority, Establishments may rent storage area(s) within the UAE but outside the Freezone however Establishments may only use such storage area(s) for storage. Establishments are not permitted to conduct any other activities out of such storage areas, including without limitation, the provision of any services or the conduct of any trading activities.

6 INSURANCE

- 6.1 Establishments must provide the Authority with evidence that they have taken out the following insurance policies within twenty (20) Working Days of the Establishment's Licence issue date or Lease commencement date or in the case of renewal of any Licence or Lease, evidence that the Establishment has renewed the following insurance policies at the time of renewal of the Licence or Lease:
 - 6.1.1 Third Party Liability (or public liability) insurance in respect of death or injury of any third party or damage to property of any third party; and
 - 6.1.2 Workmen Compensation Insurance in accordance with the Labour Law and the Sponsorship Agreement for all employees sponsored by the Authority, in the amount of AED 500,000 per occurrence and in aggregate. The values listed in this Section must be for any single occurrence, and there shall be no limit in the insurance policy as to the number of occurrences; and
 - 6.1.3 Property All Risk Insurance to cover the internal fixtures and fittings of the Establishment's Property and all other assets contained at the Property.
 - 6.1.4 Any other insurances specified in the Lease, Sponsorship Agreement or other agreement between the Establishment and the Authority or in any other rule or regulation promulgated by the Authority or any Relevant Authority.
- 6.2 The Authority may at its sole discretion waive any of the insurance requirements under this Section.
- 6.3 The insurance policies required under this Section must be maintained by the Establishment for the duration of the term of its Licence, Lease and/or Sponsorship Agreement and must note the date of expiry of the policy. Any amendments or endorsements to any of the insurance policies must be notified to the Authority within 20 working days of such event.
- 6.4 A copy of the insurance policies required to be maintained under this Section must be forwarded to the relevant department of the Authority.
- 6.5 The Authority will not be liable for any loss or damage to an Establishment's contents, due to any reason whatsoever, including theft or natural calamities or resulting from any act or omission of the Authority.

7 PRODUCTS

- 7.1 All Establishments must comply with the following general restrictions:
 - 7.1.1 With the exception of food or beverage vendors specifically approved by the Authority, retail trading is only allowed in the Freezone with the prior written approval of the Authority on a case by case basis provided such retail trading is lawful;
 - 7.1.2 Manufacture of any items is strictly prohibited within the Freezone unless approval in writing, in advance, is obtained from the Authority; and

- 7.1.3** All activities must be in compliance with the Establishment's Licence and restricted to the Property unless approved otherwise by the Authority.
 - 7.2** All Establishments must comply with the following marketing restrictions:
 - 7.2.1** All Licences issued by the Authority will only be valid in the Freezone. Establishments cannot display or sell their products directly outside of the Freezone. Any activity undertaken by the Establishment outside of the Freezone must be undertaken in accordance with the laws of the UAE and Dubai and the Establishment must be licensed by the Relevant Authority to undertake such activities;
 - 7.2.2** Potential customers may visit the Property of an Establishment for the purpose of viewing goods; and
 - 7.2.3** The restrictions in this Section do not apply to trade exhibitions which are approved by the Relevant Authority in the UAE or Dubai. Establishments may themselves display and sell their products at such trade exhibitions in the same way as any other foreign company but Establishment's must obtain the Authority's prior written approval.
 - 7.3** In accordance with Article 16 of the IHC Law, all Establishments are exempt from customs duty on all imports (including apparatus, materials, goods and products) which are necessary for the Establishment to perform its approved activities. In addition, where an Establishment is exporting any product, it must comply with the following duty-free restrictions:
 - 7.3.1** Goods manufactured in one GCC country which are exempt from import duty in another GCC country, must be clearly marked with:
 - (a)** The name of the manufacturer; and
 - (b)** The name of the country of manufacture;
 - 7.3.2** The information required under this Section can be included by:
 - (a)** Printing directly onto the product;
 - (b)** Use of adhesive labels;
 - (c)** Printing on the wrappers of individual items of foodstuff; or
 - (d)** Stitched labels; and
 - 7.3.3** Where the Establishment will be exporting any goods and will be claiming an exemption from import duty, a 'Certificate of Origin' must be obtained from the UAE Ministry of Economy or the Dubai Chamber of Commerce.
 - 7.4** Establishments must abide by all regulations stipulated by UAE sea, air and land port authorities.

8 HEALTH, SAFETY AND ENVIRONMENT

- 8.1** Establishments must comply with the following rules:
 - 8.1.1** Paved ground in front of or behind any Property, corridors between offices of a Property and open areas between plots of land, are not to be used for the placement or storage of equipment, waste, or other items;
 - 8.1.2** With the exception of food or beverage vendors specifically approved by the Authority, cooking is not permitted in any Property;

- 8.1.3** In the event of an Employee suffering any contagious illness, food poisoning or serious accident, the Establishment must:
- (a)** Immediately report the incident to the Operations Department;
 - (b)** Within two (2) Working Days of the illness or accident, present a written report to the Operations Department, in accordance with any procedures promulgated by the Authority from time to time, giving the Employee's name, identity number, address and nationality. The report must also include a brief account of the circumstances of the illness or accident and a note of any medical aid provided; and
 - (c)** Maintain records of any illness or accident adversely affecting any Employee;
- 8.1.4** Establishments who are using contractors within the Freezone should ensure that all contractors abide by the Authority's safety and security rules promulgated by the Authority from time to time. A copy of the safety and security rules must be collected from the Operations Department;
- 8.1.5** Use of containers for any kind of storage outside a Property, without the Authority's written approval on a case-by-case basis, is not permitted;
- 8.1.6** Containers and portable cabins must not be used as office, mess hall, accommodation blocks for Employees, or any other purpose that may endanger health and safety, create potential fire or environment hazard, or which may affect the aesthetic look of the Freezone; and
- 8.1.7** The Establishment shall not be permitted to utilise vacant outdoor spaces within the Freezone as a place to store empty containers or portable cabins under any circumstances.
- 8.2** If the Authority is notified of any illness or accident under this Section, the Authority shall then notify the Dubai Police, or other Relevant Authority, of the accident or illness if the Authority determines that such notification would be appropriate.
- 8.3** If an Establishment fails to comply with any health, safety or environment rules or regulations promulgated by the Authority from time to time, the Authority may, at its discretion, take one of the following steps:
- 8.3.1** Apply any of the Sanctions set out in Section 15;
 - 8.3.2** Where there is the threat of immediate, or actual, danger to health, safety or the environment, the Authority will issue a "Prohibition Notice", which requires the Establishment to immediately cease all operations until such time as the required remedial action has been implemented by the Establishment, to the satisfaction of the Authority;
 - 8.3.3** Where there is the threat of potential or actual danger to health, safety or the environment, the Authority will issue a "Correction Notice", which specifies the necessary corrective action to be taken by the Establishment and the required completion date. The Authority will monitor implementation to ensure that the Correction Notice is complied with. Provided that the necessary corrective action is undertaken by the Establishment by the required completion date, normal operations of the Establishment can continue; and
 - 8.3.4** Where the Establishment commits minor violations which do not pose a potential or actual danger to health, safety or the environment, the Authority will notify the Establishment of the violation and request that the Establishment take corrective action. If there is a persistent failure by the Establishment to remedy minor violations, the Authority will issue a "Warning Notice", which specifies the necessary corrective action to be taken by the

Establishment and the required completion date. The Authority will monitor implementation to ensure that the Warning Notice is complied with. Provided that the necessary corrective action is undertaken by the Establishment by the required completion date, normal operations of the Establishment can continue.

9 INSPECTION OF PROPERTY

- 9.1** The Authority may inspect any Property from time to time to ensure compliance with these General Rules and Regulations, any applicable Lease conditions or for any other purpose detailed in this Section, at any time without prior notice (but to the extent possible with prior notification and consultation with the relevant Establishment). The Authority may inspect any Property for the following purposes
- 9.1.1** To inspect any work or building activities being undertaken by the Establishment;
 - 9.1.2** To examine any process or object causing the discharge of any unusual, noxious or offensive substance, noise or smell;
 - 9.1.3** To examine any process or object that may threaten or does threaten health, safety or the environment;
 - 9.1.4** To apply tests, take samples, conduct experiments and generally make enquiries as deemed necessary or proper in order to confirm compliance with these General Rules and Regulations and any other applicable laws or regulations;
 - 9.1.5** To confirm that the terms of the Sponsorship Agreement, or any other agreement executed between the Establishment and the Authority, are being complied with; and
 - 9.1.6** To confirm that the Establishment's activities comply with the Licence.
- 9.2** The Authority may request documentation pertaining to the Establishment's Employees, activities and finances and the Establishment must comply with that request within the time specified by the Authority or, if no time is specified, a reasonable time.
- 9.3** The Establishment must make available all necessary facilities leased, owned or controlled by the Establishment in the Freezone for entry, inspection, examination and testing, when requested by the Authority.
- 9.4** Inspections of any Property by any outside organisation (with the exception of the Relevant Authorities and with prior notification to the Authority) are strictly prohibited, unless the Authority gives its prior written approval. Any Establishment being approached by any unauthorized party to inspect any Property or request information about the Property must notify the Operations Department immediately.

10 EMPLOYEE AFFAIRS

- 10.1** Establishments must comply with the following Employee guidelines:
- 10.1.1** All Establishments must notify the Authority of the names of Employees that are authorised to communicate with the Authority, and legally bind the Establishment, in respect of all administrative and other matters. The names of such authorised Employees shall be recorded on an "Authorisation Form" which shall be completed and signed by the Establishment and shall be retained by the Government Services Department. Any changes to the

authorized Employees should be immediately notified to the Authority in writing and a new Authorisation Form should be completed;

10.1.2 The Establishment must ensure that all Employees have travel documents and passports which are acceptable for entry into the UAE, prior to any application being submitted to the Authority or otherwise for a UAE visa;

10.1.3 The Establishment must pay in advance to the Authority the costs associated with any passes, permits, and/or visas issued in respect of Employees or visitors, in accordance with the tariffs provided in these General Rules and Regulations or as specified in any other rule, regulation or guidelines;

10.1.4 Any Establishment wishing to claim a refund for a service or application which has been cancelled or rejected (either by the Establishment or by the Authority or other Relevant Authority) must apply in writing to the Government Services Department within six (6) months of the date of payment. Details must include the receipt number issued by the Authority, the name of the Employee for whom the service was applicable (if any) and the date on which the original payment was made. The Authority will provide the Establishment with a refund, subject to any deduction for expenses incurred by the Authority, including administrative expenses. The Authority's decision on the amount to be refunded is final and is to be determined by the Authority at its sole discretion; and

10.1.5 All Employee records must be retained by the Establishment for at least five (5) years.

10.2 Establishments must comply with the following Employee sponsorship guidelines:

10.2.1 Subject to Article 10.2.3, the Establishment must enter into a Sponsorship Agreement with the Authority to sponsor Employees who are to be employed by the Establishment to work in the Freezone. An Establishment must at all times comply with all terms and conditions contained in the Sponsorship Agreement and any applicable provisions in these General Rules and Regulations;

10.2.2 Employees sponsored by the Authority may only work in the Freezone but they may live in and move freely within the UAE;

10.2.3 Provided that the Authority gives its prior written approval, Establishments can employ Employees not sponsored by the Authority, temporarily or permanently, where the Employee:

- (a)** is a UAE or GCC national;
- (b)** is a female sponsored by a relative to work in the UAE;
- (c)** is an employee of a parent company or affiliate company of the Establishment which is registered and licensed in the UAE;
- (d)** is a volunteer not being paid by the Establishment, including interns and work experience placements; or
- (e)** is an employee of a UN Agency permitted to operate in the UAE who holds a diplomatic identification card; and
- (f)** in respect of all Employees listed in paragraphs (a) to (e) above, if required under UAE law the Employee must hold a valid UAE National ID Card, the costs and penalties associated with such UAE National ID Card to be the sole responsibility of the Establishment;

- (g) in respect of all Employees listed in (d), the Establishment must submit to the Authority a Volunteer Undertaking Letter in the format specified by the Authority
- 10.2.4 The Establishment must in respect of all Employees, whether sponsored by the Authority or not, obtain an appropriate Member Card (as defined in Article 10.3) from the Authority so that the Employee may freely enter and leave the Freezone;
- 10.2.5 The Authority cannot guarantee the acceptance of visa applications by the Relevant Authorities, and is not required to provide the Establishment with justification and reasons for any rejection, nor refund the associated costs of any application made by the Establishment, where an application for a visa is rejected. Any refund shall be processed pursuant to Article 10.1.4;
- 10.2.6 An Establishment must not employ a person, whether temporarily or permanently, who is not sponsored by the Authority or approved in writing by the Authority;
- 10.2.7 Any person working for an Establishment who is not sponsored by the Authority or approved in writing by the Authority shall not be recognised by the Authority as an Employee for the purposes of these General Rules and Regulations; and
- 10.2.8 The Authority has the right (but not the obligation) to utilise the powers granted to it under the IHC Law to confirm the status of persons working for the Establishment and any other persons found in a Property or otherwise in the Freezone, at the invitation of an Establishment.
- 10.3 Establishments must obtain the following Member Cards for all Employees working, volunteering or interning in, or persons visiting, the Freezone:
 - 10.3.1 Member Cards - following any internal approvals carried out or required by the Authority, including in the case of a replacement Member Card, a successful Dubai Police clearance, all Employees will be issued with a Member Card by the Authority which provides a unique identification for each Employee. The Member Card serves as a permit to work in the Freezone, allows access into the Freezone and is also a source of identification that can be used instead of the Employees' passport. If a Member Card is lost, then a replacement Member Card cannot be issued without a Dubai Police clearance;
 - 10.3.2 Temporary Member Card - a temporary Member Card maybe issued to an Employee in the following circumstances:
 - (a) Upon the Employee's arrival in the UAE (until the Member Card is ready);
 - (b) Upon withholding of the Employee's passport by any Relevant Authority (until the passport is returned);
 - (c) In the event of loss of the Member Card (until a replacement is issued); or
 - (d) To Employees not sponsored by the Authority and who have been approved to work on a temporary basis for an Establishment in the Freezone;
 - 10.3.3 Member Cards will be issued to:
 - (a) Female Employees, not sponsored by the Authority, but who are sponsored by a relative;
 - (b) An employee of a UN Agency permitted to operate in the UAE;

- (c) Employees who are employed by a parent company or affiliate company of the Establishment which is registered and licensed in the UAE; and
 - (d) Volunteer Employees not being paid by the Establishment, including interns and work experience placements; and
- 10.3.4** All Member Cards referred to in this Section must be obtained in advance from the Government Services Department. The Establishment must ensure that all Member Cards are returned to the Government Services Department immediately at the termination or expiry of the employment, internship or volunteering of any Employee.
- 10.4** Visitors Pass - Visitors Passes will be issued to all contractors and visitors to the Freezone and no visitor may access the Freezone without first obtaining a Visitor Pass. Visitor Passes may be collected from the security guards and the visitor or contractor should provide all required information to security, including appropriate identification, and if required, vehicle registration. The Establishment must ensure that all Visitors Passes are returned to the security guards at the time any visitor or contractor exits the Freezone. The Establishment shall be liable for the cost of any lost or unreturned Visitor Pass and the visitor shall not be permitted to leave the Freezone unless the Establishment acknowledges paying such cost.
- 10.5** Establishments must comply with the following process in order to confirm the employment of an Employee:
 - 10.5.1** Establishments wishing to employ any Employee pursuant to the Sponsorship Agreement are responsible for the following costs in advance to the Authority:
 - (a) Cost of processing the entry permit for the proposed Employee;
 - (b) Cost of air ticket from the proposed Employee's point of origin to Dubai;
 - (c) Cost of processing the proposed Employee's visa and Member Card;
 - (d) Any other costs notified by the Authority to the Establishment relating to the sponsorship or employment of the proposed Employee or set out in the Sponsorship Agreement; and
 - (e) If the Establishment is not a NPO Establishment, a bank guarantee or company cheque in accordance with the Sponsorship Agreement;
 - 10.5.2** Under no circumstances may the Establishment charge the costs identified in this Section to the proposed Employee or deduct the costs from the Employee's salary;
 - 10.5.3** If there is no mandatory employment contract specified by the Authority, the Establishment may enter into any form of employment contract with its Employees, including the template employment contract that may be provided by the Authority from time to time (if any), provided always that the employment contract, including employment conditions such as hours of work, end of service benefits and holiday leave entitlements, are in compliance with, or provide more generous benefits than as specified in, the terms and conditions of the Labour Law and applicable regulations promulgated by the Authority from time to time. If the Employee is employed under the Sponsorship Agreement, the Authority may, but is not obliged to, specify a mandatory employment contract that must be used for all such Employees;
 - 10.5.4** The Authority may monitor the Establishment and its Employees, and request records from the Establishment, to ensure that the Establishment observes all applicable laws and regulations, as well as the Sponsorship Agreement; and

- 10.5.5** The Establishment shall submit any proposed Employee's entry permit, passport and employment contract, within five (5) Working Days of arrival of such Employee in the UAE, to the Government Services Department.
- 10.6** Where the Establishment intends to terminate the employment of any Employee or implement disciplinary action in respect of any Employee, the Establishment must notify the Authority within ten (10) Working Days of the termination or action being taken. The following information is to be provided to Government Services Department, which must be signed by the Establishment's authorized person:
- 10.6.1** Name and Member Card number of the Employee;
- 10.6.2** Date of offence; and
- 10.6.3** Disciplinary action taken or grounds for termination.
- 10.7** The Authority may request further clarification or information in respect of any Employee or the Sponsorship Agreement and the Establishment must respond within forty eight (48) hours.
- 10.8** Any abscondment (unexplained absence) of an Employee that continues for seven (7) consecutive Working Days must be notified by the Establishment to the Government Services Department, within five (5) Working Days in writing. The Authority will then notify the Relevant Authorities.
- 10.9** If requested by the Authority, the Establishment must return the passport of any Employee to the Authority for cancellation of the Employee's visa.
- 10.10** Where an Establishment has entered into a Sponsorship Agreement, the Government Services Department may provide, at the written request of the Establishment, a salary certificate comprising the following information:
- 10.10.1** The name of the Establishment;
- 10.10.2** The name of the Employee; and
- 10.10.3** The monthly salary of the Employee, provided the information is consistent with that information held for the Employee by the Government Services Department.
- 10.11** In the resolution of any labour disputes that may arise:
- 10.11.1** The Labour Law and any regulations promulgated by the Authority shall apply;
- 10.11.2** The Authority shall not be responsible for the resolution of any labour disputes arising between an Establishment and an Employee but all labour disputes must first be referred to the Authority in order to escalate such dispute to formal dispute resolution;
- 10.11.3** In the event of a labour dispute arising between an Establishment and an Employee, the Authority will, at the request of the Establishment or the Employee, issue a letter on behalf of the Authority referring the dispute to the Ministry of Labour. The Ministry of Labour may, in turn, refer the matter to the Dubai Courts;
- 10.11.4** No labour dispute may be referred directly to either the Ministry of Labour or the Dubai Courts without being first referred to the Authority, who may refuse to make a reference at its sole discretion; and
- 10.11.5** The Authority shall implement any decision or order of the Ministry of Labour or the Dubai Courts with respect to a labour dispute.

11 TRAFFIC AFFAIRS

11.1 Establishments must comply with the following general traffic rules:

- 11.1.1** The roads in the Freezone must be treated as public roads and all UAE and Dubai road rules must be complied with;
- 11.1.2** Any driver, operator of a vehicle or equipment, including those whose operations are confined to the Establishment's Property, must be in possession of a valid licence issued by the UAE Ministry of Interior and / or the Dubai Roads & Transport Authority and suitable for the class of vehicle or equipment being driven or operated;
- 11.1.3** All vehicles and equipment must be appropriately registered and licensed, as required in order to legally be used or operated in the UAE and Dubai;
- 11.1.4** Vehicles shall not be parked outside the Property unless parked in a nominated parking area. Any parking violations may incur sanctions or fines imposed by the Operations Department; and
- 11.1.5** Movement of goods within the Freezone shall be done by an Establishment directly, or by any UAE registered transportation company.

12 SECURITY AND FIRE

12.1 Establishments must comply with the following general security and fire rules:

- 12.1.1** The Operations Department is responsible for the safeguard of personnel and property within the Freezone area and for authorising all movement of vehicles and personnel into and out of the Freezone. In the event of any Establishment becoming aware of any fire, theft, or other violations of security, the Establishment shall immediately notify the Operations Department in the first instance. Where appropriate, the Operations Department shall in turn, notify or involve the Dubai Police or the Dubai Civil Defence, or any other Relevant Authority;
- 12.1.2** All vehicles and personnel moving in and out of the Freezone are required to have an appropriate pass or card, in accordance with Section 10;
- 12.1.3** For security reasons, the Establishment must inform the Operations Department in writing about any shift working arrangements outside of normal business hours;
- 12.1.4** Vehicles entering and exiting the Freezone may be subject to a search or security check at the various entry and exit gates to the Freezone;
- 12.1.5** Establishments who lease any Property must ensure that a second key is lodged with the Operations Department, and in the event that locks are changed a second key for the changed locks must be lodged with the Operations Department;
- 12.1.6** Establishments must provide the contact details of their nominated Employee to the Operations Department, who shall be the contact point for the Establishment in the event of fire, burglary or other incident;
- 12.1.7** For any serious traffic violation occurring within the Freezone, the Operations Department may notify the Dubai Police for them to take appropriate action. For minor offences not involving accidents, the Operations Department shall issue a warning to the offending driver and Establishment;
- 12.1.8** Firearms and weapons are not allowed in the Freezone. Any violations will be notified to the Relevant Authority;
- 12.1.9** The Operations Department shall implement appropriate fire preventive and fire control measures in accordance with any regulations and practices

promulgated by the Authority from time to time. Establishments can obtain a copy of fire related procedures from the Operations Department (if any);

12.1.10 Establishments must comply and cooperate with any directions by the Authority in respect of installing or maintaining a dedicated telephone line for the fire protection system, and all costs of installing and maintaining such telephone line will be paid for by the Establishment; and

12.1.11 Fire-fighting personnel are authorized by the Authority to take full control of a fire-fighting situation. Where an Establishment's Property is unmanned, unguarded, closed or locked, fire-fighting personnel are authorised to make forced entry where there is reasonable justification (including a subsequent false alarm discovery), and / or where failure to do so could result in significant losses to any Establishment, the Authority or other third party.

13 COMMUNICATIONS AND MEDIA

13.1 All Establishments are requested to submit to the Authority annual activity reports on or before the first Working Day of February of each calendar year detailing their activities and accomplishments as per the format specified by the Authority from time to time. The Authority reserves the right to use such information in its marketing collaterals and communication tools to highlight the strengths and benefits of the Authority and its member Establishments.

13.2 All Establishment wishing to conduct fundraising activities must notify the Authority three (3) months in advance in writing in order to obtain the Authority's approval or otherwise and receive any required assistance and to obtain any required approval of the Islamic Affairs and Charitable Activities Department (IACAD) of Dubai Government.

13.3 Establishments wishing to conduct awareness and or public social activities in the UAE should notify the Authority in writing three (3) months in advance of the event, where the Authority's sponsorship or patronage is required. If the Authority's sponsorship and patronage is not required, the notice should be provided to IHC in writing one (1) month in advance of the event. Events related to humanitarian emergencies are exempt from these notice periods but notice in writing should be given to the Authority as soon as possible.

13.4 Establishments are not allowed to announce fundraising or awareness campaigns through any communication tool without first obtaining the approval of the Authority.

13.5 Establishments are not allowed to publish any news or information related to the Authority or the Freezone without obtaining approval from the Authority on the content of the news or information to be published.

13.6 Establishments are not allowed to install any marketing collaterals in common areas within the Freezone without obtaining written approval from the Authority.

13.7 Establishments must state on all official written communications that they are a member of the Freezone (whether such communication is in paper format or electronic, sent by facsimile or email, or by courier or post).

13.8 If an Establishment repeatedly violates this Section the Establishment will be subject to Sanctions by the Authority.

13.9 Establishments must not enter into any contractual arrangement that is related to or makes provision for any fundraising or humanitarian activities, including non-binding contractual arrangements or memorandum of understandings, with any Dubai or UAE entity, without first obtaining written approval from the Authority which may be withheld at the Authority's sole discretion.

14 BREACH OF GENERAL RULES AND REGULATIONS

- 14.1** Where any act or omission of an Establishment causes the Authority to incur any cost or expense for which the Authority is not liable, whether under these General Rules and Regulations or other laws or regulations applicable in the Freezone, the Establishment shall be liable to reimburse the Authority for such cost or expense upon receiving an official invoice from the Authority detailing the cost or expense incurred.
- 14.2** When an Establishment breaches these General Rules and Regulations, the following general principles shall apply:
- 14.2.1** Ignorance of these General Rules and Regulations shall not excuse any breach of these General Rules and Regulation;
- 14.2.2** An Establishment in breach of these General Rules and Regulations shall be guilty of an offence which, if capable of remedy, must be remedied to the satisfaction of the Authority within the timeframe required by the Authority; and
- 14.2.3** If an Establishment is in breach of these General Rules or Regulations or any other rule or regulation promulgated by the Authority, the Establishment shall be liable to the Authority for the Sanctions as specified in Section 15 or elsewhere in these General Rules and Regulations or any other rules or regulations promulgated by the Authority, or such other sanctions the Authority may consider necessary from time to time.

15 TARIFFS AND SANCTIONS

- 15.1** The following table sets out the tariffs applicable in the Freezone:

All amounts are in AED subject to change without any notification	
Registration Fee	Tariff
NPO Branch (one time)	1,000
Commercial Branch (one time)	1,000
New Commercial Co. FZ-LLC (one time)	15,000
Members Transaction Fee	
Converting Commercial Branch to FZ-LLC	8,000
Transfer of Shares	2,300
Change of Share Capital (increase or decrease)	1,200
Amalgamation of FZ-LLC	1,500
Notarization of Board Resolution	150
Notarization of Memorandum of Association	100
Notarization of Articles of Association	100
Amendment of Memorandum of Association	200
Notarization of Signature Specimen	50
Attestation of True Copy	50
NOC Issuance	50
VAT Exemption Letter	100
Certificate of Good Standing / Incumbency Letter	1,700
De- Registration FZ-LLC	5,000
NPO / Intergovernmental Branch (per annum per activity from one segment)	6,500
Commercial Branch (per annum per activity from one segment)	6,500
Commercial Licence for FZ-LLC (per annum per activity from one segment)	15,000
Adding activity from different segment (per annum)	2,000

Change of Manager	400
Change of Establishment name	400
Re-issuance of licence or any amendment in licence	400
Licence Cancellation	1,500
Licence Renewal Delay Fee	
Late renewal licence fee (per month)	500
Facility Management Fee & Services	
Facility related rental charges, services fees (Per Square Meter Per Annum)	
Office space for NPO Establishment	AED 430
Office space for Commercial Establishment	AED 807
Office space for NPO Establishment at warehouses	AED 270
Office space for Commercial Establishment at warehouses (showrooms)	AED 380
Warehouse space for NPO Establishment	AED 270
Warehouse space for Commercial Establishment	AED 380
Open yard space	AED 3
Utilities and Services	AED96
Rent Deposit	(10% of total annual rent)
Covered parking	
One reserved covered parking per 50sqm of leased area for each Establishment. Extra covered parking is subject to availability at an additional cost.	

Note: All above rates / fees are subject to availability of space

15.2 Without limiting any other Article in this Section, in the event the Authority determines that it would be appropriate to apply a Sanction to any Establishment for any breach of these General Rules and Regulations or any other regulation promulgated by the Authority, the following procedure shall be followed (subject to the provisions of Article 15.8):

15.2.1 The Authority shall issue a warning letter notifying the Establishment of the breach and a time period for rectifying the breach;

15.2.2 If the breach continues after the period specified in the warning letter, the Authority may issue a second warning letter notifying the Establishment of the continuation of the breach and a time period for rectifying the breach (noting there is no obligation for the Authority to issue a second warning letter in the event of serious breaches); and

15.2.3 If the breach continues beyond the period specified in the original warning letter or second warning letter (if issued), the Authority may elect to take any or all of the following actions, for a period to be determined by the Authority in its sole discretion:

- (a) Suspend any services being provided by the Authority to the Establishment;
- (b) Notify other Relevant Authorities of the breach and advise that services to the Establishment be suspended;
- (c) Prevent all Employees from having access to the Property and cancel any access or other cards issued to the Employees;

- (d) Cancel all or some of the visas for Employees; and / or
- (e) Terminate the Establishment's License and / or Lease in addition to repossessing the Property.

15.3 The Authority reserves the right to ban the entry or exit of goods, Employees or visitors of Establishments, where the Authority considers such a ban necessary. Except in the case of a serious breach, the intention to impose a ban will be notified to the Establishment in writing by the Authority and a period to remedy the breach will be specified. Once imposed, a ban will not be lifted until the breach has been rectified to the satisfaction of the Authority.

15.4 The Authority reserves the right to disconnect the electricity supply to any Property when any accounts payable to the Authority or to DEWA are not paid by the Establishment within the prescribed period. A re-connection charge will be payable by the Establishment before supply is restored.

15.5 When an Establishment breaches the terms of its Licence, the Authority reserves the right to take additional measures without notice, including closure of the Establishment's operations if the unauthorised activities are of a very serious nature such as:

- (a) Violation of any health, safety or environment rules or regulations promulgated by the Authority that threaten the health or safety of any person; or
- (b) Violation of any UAE or Dubai law or regulation, including and rules or regulations issued by any Relevant Authority applicable to the Establishment's activities, which threaten the health or safety of any person.

15.6 In the event an Establishment breaches any health, safety or environment rules or regulations promulgated by the Authority, the following general principles shall apply:

15.6.1 In the event of any unauthorised dumping of any substance whatsoever within the Freezone, an Establishment will be sanctioned and in all cases the dumped substance must be cleared, either by the offending Establishment or by the Authority, who will charge the Establishment accordingly; and

15.6.2 The Authority may apply a Sanction without notice for serious violations of any health, safety or environment rules or regulations promulgated by the Authority. In order to ensure fairness of judgment and apportionment of blame, the Authority shall conduct an investigation into the circumstances leading to the violation but the Authority's judgment following any investigation will be final and not subject to review.

15.7 Any costs incurred by the Establishment in respect of any action taken pursuant to this Section 15 shall be payable by the Establishment on the first written demand of the Authority and in the event the Establishment fails to make payment of the demanded sum, the Authority may recover such demanded sum by other means, including encashing any bank guarantees or deposits being held by the Authority.

15.8 The Authority reserves the right to amend or vary or depart from the provisions of this Section 15 and impose (or not impose) Sanctions as the Authority may determine in its sole discretion.

16 DISPUTE RESOLUTION

16.1 Any dispute or difference that arises out of or is related to these General Rules and Regulations or any other rule or regulation promulgated by the Authority, shall be determined by reference to the Authority in writing in the first instance. The Establishment must set out full details of its dispute or difference and provide such

further information as reasonably requested by the Authority. The Authority shall consider the dispute or difference and will provide a written response within forty (40) Working Days of receipt of all information reasonably required by the Authority. The Establishment and the Authority shall act in good faith to amicably resolve any dispute or difference within forty (40) Working Days of the Authority's written response.

- 16.2 Subject to Article 16.3 and 16.4, if the dispute or difference cannot be resolved amicably by reference to Article 16.1, or if the Authority has a claim against an Establishment, the dispute or difference shall be referred to and finally resolved by the Courts of Dubai.
- 16.3 Any dispute or difference arising between an Establishment and the Authority may be finally resolved by reference to arbitration under the Rules of the Dubai International Arbitration Centre in Dubai following the execution of a valid arbitration agreement by the Establishment and the Authority. For the avoidance of doubt, the Authority shall have no obligation to enter into any such arbitration agreement and the election to do so shall be at the Authority's sole discretion.
- 16.4 If the Establishment is a UN Agency and if the dispute or difference cannot be resolved amicably by reference to Article 16.1, or if the Authority has a claim against a UN Agency, the dispute or difference shall be referred to and finally resolved by arbitration under the Arbitration Rules of UNCITRAL in Dubai.

17 UN AGENCY PRIVILEGES AND IMMUNITIES

- 17.1 Nothing in or relating to these General Rules and Regulations or any other rule or regulation promulgated by the Authority shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the UN Agencies including the privileges and immunities enjoyed by them pursuant to the 1946 Convention on the Privileges and Immunities of the United Nations, the 1947 Convention on Privileges and Immunities of Specialised Agencies, customary international law, other relevant international or national agreements and under domestic law.
- 17.2 Subject always to Article 17.1, if the exercise of any right or performance of any obligation by the Authority, whether under these General Rules and Regulations or any other rule or regulation promulgated by the Authority, is likely to, or does, contravene any privilege or immunity applying to any UN Agency, the affected UN Agency must notify the Authority as soon as reasonably practicable in writing.