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"THE LEGAL NATURE OF CORPORATE CONSORTIUMS: A COMPARATIVE STUDY OF THE LAWS OF IRAQ, EGYPT, AND FRANCE"

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ABSTRACT

This study analyzes the legal nature of consortium agreements as an emerging form of corporate alliance within the legal systems of Iraq, Egypt, and France. A consortium is a cooperative arrangement between multiple companies or individuals to jointly submit a bid or execute a specific project. It has gained significance due to the increasing complexity of economic projects and the need for coordinated resource management. Using an analytical-comparative method, the study first examines the definition, essential elements, and subject matter of consortiums. It then explores the legal framework governing their formation, legal effects, responsibilities, and dispute resolution mechanisms in the three jurisdictions. The findings indicate that a consortium is a private law contract with a temporary nature, and the involvement of public entities does not render it an administrative contract. While Iraq lacks specific legislation governing consortiums, Egypt and France have developed more advanced legal frameworks. The study recommends that Iraq adopt dedicated legislation and join relevant international conventions to enhance legal certainty in such agreements. Emphasis is also placed on the need to clarify liabilities and promote arbitration as a dispute resolution method.

KEYWORDS: Consortium, Corporate Alliance, Private Law, Iraq, Egypt, France, Arbitration.

1. INTRODUCTION

In the modern world, where economic projects often require broad cooperation due to their vast scale and technical and financial complexities, the consortium agreement has increasingly gained importance as a legal tool for bringing together various companies or individuals. This type of contract, rooted in the need to pool resources and mitigate investment risks, facilitates the execution of large-scale projects such as infrastructure development, construction, and technology transfer. However, the absence of a cohesive legal framework in some legal systems, along with the diversity in its legal adaptation, has raised questions regarding its nature, the responsibilities it entails, and the mechanisms for dispute resolution. This study, based on the thesis titled "The Legal Nature of the Legal Coalition of Companies (Consortium): A Comparative Study Between the Laws of Iraq, Egypt, and France," examines three legal systems rooted in the civil law tradition. Iraq, as a developing country with significant investment potential, still lacks a clear framework for regulating consortium agreements. Egypt, with a long-standing history in commercial contracting, offers a moderate approach. France, by contrast, represents a more developed model, with an advanced arbitration system and a well-established commercial legal framework. The central research question is: What is the legal nature of a consortium, and how is it regulated in these three jurisdictions? The objective of this study is to conduct a comparative legal analysis of this contract, to clarify the challenges involved, and to provide recommendations for improving its legal regulation—particularly in Iraq—as of March 16, 2025.

2. THE NATURE OF THE CONSORTIUM CONTRACT

Before analyzing the different approaches to the nature of the consortium contract, it is essential to first define the subject and context of the implementation of this contract. The consortium contract, as a modern phenomenon, does not have a clear precedent in traditional Islamic jurisprudence. However, contemporary legal scholars have made efforts to align it with general jurisprudential principles, which has led to differing opinions regarding its classification and analysis. One important approach is to align the consortium with the concept of a real partnership. In many legal systems, including the civil codes of France, Egypt, and Iraq, a "partnership" is defined as a contract in which two or more individuals combine their capital

or labor to achieve a profitable goal. The essential elements of this contract include consent, legal capacity, a lawful subject matter, and a formal structure (such as written documentation and official declaration). (*Al- Assad, 2004: 15*) The evolution of company law in France began with the issuance of the 1807 law, which included various types of companies. This process continued with the adoption of supplementary laws in 1856, 1863, and 1867, eventually reaching its peak with the drafting of the Commercial Code in 1966. (*Al- Arini, Al- Sayed Al- Faqi, 2005: 257*) Egypt adopted a set of socialist laws to nationalize companies and establish state-owned enterprises. The July 1961 and August 1963 laws were issued for the full or partial nationalization of companies, with the government managing these companies as the main owner, either independently or in cooperation with others. Following the shortcomings of Law No. 26 of 1954, the Egyptian legislator passed Law No. 159 in 1981 to regulate joint-stock companies, partnerships, and limited liability companies, which replaced the previous law. These reforms were later complemented by Law No. 3 in 1977. According to Article 505 of the Egyptian Civil Code, a company is defined as a contract. In this definition, a company is described as "a contract in which two or more persons, by contributing shares to a financial project, commit to sharing the profit derived from this project." In Egyptian jurisprudence, despite extensive interventions by the legislator in regulating companies, particularly in financial sectors that lead to the creation of an institution as an independent entity, the idea of a "contractual company" remains dominant within the realm of private companies. This means that the will of the partners must align to establish a company, and the contract results in the creation of a legal entity separate from the individual partners. (*Al- Sharqawi, 1986: 163*)

In Iraq, the Ottoman Commercial Code of 1850—originally based on the French Commercial Code of 1807—was initially applied. This law was later amended in 1882 with the enactment of the Joint Stock Companies Law. Subsequently, the law underwent further changes with the enactment of the 1913 law during the British occupation. These developments eventually led to the issuance of Companies Proclamation No. 26 in 1991. In 1957, the law was further reformed and entirely replaced by the new Commercial Companies Law No. 31. Then in 1982, Companies Law No. 36 was enacted, which repealed certain provisions of the previous legislation. Ultimately, Law No. 21 of 1997 introduced new legal regulations. Due to these

ongoing reforms, the laws have been applied to mixed, private, and investment companies, as well as to banks. Furthermore, as part of more recent developments, the Banking Law No. 40 of 2004 (1383 AH) has also been adopted as a reference for managing companies and banks. (Bashar Mohammad Al-Assad, Op.cit., p.15) Additionally, Iraqi law does not invalidate irregular company contracts, which has various legal and practical implications for the status of companies. (Hani Salah Sare' El-Din, Op. cit., p. 337) After the issuance of the French Commercial Code in 1807, it addressed company contracts and granted legal personality to all companies—except joint ventures. The Code imposed strict conditions for the formation of companies, such as the requirement for written contracts and official registration. If these requirements were not met, the company would be declared void. Moreover, companies were subjected to censorship and supervision. However, the enforcement of these regulations faced serious challenges due to practical difficulties and their impact on the legal status of the parties involved, especially concerning the retroactive effect of nullity. (Al-Jubouri, 2011: 38) A significant turning point in this process was the judicial decision of the Paris Court on April 8, 1829, where the concept of the "actual company" (*société de fait*) was introduced for the first time. The court, citing the need to protect the rights of third parties, refused to declare a commercial company void solely because it had been established without fulfilling formal legal requirements. It upheld the prior actions of the company, provided that the involved third parties had entered into transactions with the company without knowledge of the regulatory violations. (Al-Qadha, 2012: 218) In Egypt, prior to the influence of Western legal systems, Islamic jurisprudence governed civil and commercial transactions. According to this, companies in Islamic jurisprudence did not have independent legal personality, and the financial responsibilities of companies were directly attributed to the partners. (Al-Khafif, 1962: 13–14) However, with the enactment of the Egyptian Commercial Code in 1883, which was a literal translation of the French Commercial Code of 1807, the concept of the "real company" was introduced into Egypt's legal system. In 1899, the Court of Appeals of the Mixed Courts in Egypt issued a ruling recognizing the real existence of a company despite the lack of official registration and legal formalities. This ruling was made in a case where the Bank of Egypt sued the Yusuf Rizq Company, seeking the company's declaration of

bankruptcy due to its failure to pay its debts. The court, while acknowledging the practical existence of the company, ruled for its bankruptcy and dissolution, a decision that was confirmed in the appellate stage. (Mixed Court of Appeals of Egypt, 1998: 122) The courts of Egypt developed the concept of the "real company" by recognizing the existence of a real partnership with respect to creditors, as a result of the involvement of several individuals in commercial operations. Accordingly, even in the absence of legal personality, the real company became subject to registration and bankruptcy proceedings. After the introduction of the theory of the real company through the rulings of the Mixed Courts, the Egyptian Civil Code, as a legal basis, supported this concept. (*Al-Qalyoubi, 2012: 102*) With the enactment of Law No. (159) of 1360 SH (corresponding to 1981 AD), which regulated joint-stock, limited, and general partnership companies, the legislative process in Egypt moved towards restricting the right to annul companies. This law explicitly defined the conditions for acquiring legal personality and set a time frame within which the annulment could be requested; after this period, the right to annul the company is forfeited. (*Al-Qadha, 2012: 54*) Based on these developments, it can be said that the Egyptian legislator has not directly addressed the concept of the real company. However, the judiciary in Egypt, through multiple rulings, has established the concept of the real company. A real company is one that has actively operated but has been declared void due to a defect in one of its essential elements. Proving the existence of such a company is possible through all available means of evidence, and the judge can infer its elements based on the case's documentation. (*Egyptian Court of Appeal, 1967: 282*) In Iraq, prior to the legal developments, Islamic jurisprudence governed civil and commercial transactions. During this period, companies were merely considered contracts between individuals, and independent legal personality or separate financial liability for companies was not recognized. (Al-Khayyat, 2011: 336) A major transformation occurred with the issuance of the Ottoman Commercial Code in 1850, which was influenced by the French Commercial Code of 1807. This law transformed the concept of a company from merely a personal agreement into a formal contract subject to legal formalities. Later, with the enactment of the Iraqi Civil Code No. (40) of 1951, specific provisions concerning companies were introduced. (*Iraqi Civil Code, 1951*) According to this law, all company agreements—including amendments—must comply with legal

requirements. If these requirements are violated, the company contract is considered void. However, such invalidity may only be invoked between the partners or against third parties if one of the partners formally requests a ruling of nullity.

With the enactment of the Iraqi Companies Law No. 36 of 1982, followed by Law No. 21 of 1997, some argued that the theory of the real company could no longer be applied. This is because, according to Article (22), a company acquires legal personality only from the date of issuance of the certificate of incorporation, which serves as proof of compliance with the legal formalities of registration. Nevertheless, the concept of the real company was met with significant opposition from the beginning and was never formally recognized in Iraq's legislative process. This jurisprudential disagreement led to the formation of two schools of thought: one supporting the recognition of the real company and the other opposing it. The theory of the real company is based on the principle that a company contract, like a continuing contract, is executed progressively over time. (*Iraq, 1997: Art. 13*) Therefore, if one of the essential elements of the company is defective and the company is declared void, such nullity only applies prospectively and does not affect the company's past activities. As a result, a company that has already commenced its operations maintains legal existence and obligations toward third parties up until the issuance of the nullification ruling. This approach aligns with the goal of maintaining transactional stability and protecting the rights of good-faith parties. (*Hisham Khaled, N d: 243.*) Regarding consortium contracts, some legal approaches consider them similar to real companies (*société de fait*), as they include fundamental elements of partnership such as joint investment and the sharing of profits and losses. A second viewpoint holds that consortium contracts are a form of joint venture, viewing them not as companies *per se* but as collaborative investment arrangements between parties for specific projects or goals. (*Hafez Mutawa, 2008: 291*) However, this viewpoint has not gone without criticism, as the consortium, unlike a joint venture, distributes the project's profits among its members but lacks essential company elements, such as capital or independent legal personality. A consortium is merely a contract between partners and, like joint investment companies that lack independent legal personality, exists only in the internal relationships of the partners and is not recognized by third parties. A general partnership, on the other hand, has all the objective elements of a company and, upon its

establishment, is recognized as an official company subject to the regulations governing general partnerships. Therefore, the view that equates a consortium with a joint venture cannot be accepted. This is because consortia not only lack some fundamental elements of companies, but also, unlike joint investment companies with a hidden nature, often operate as visible groups. Additionally, a consortium cannot be classified as a general partnership, as the legal requirements for these two entities differ. (*Al-Badran, 2001: 22*) *In the third viewpoint*, consortium contracts are considered a type of joint venture. A joint venture company refers to a company formed between natural persons, where the partners are personally and jointly liable for all debts and obligations of the company, thereby acquiring a commercial personality. The distinguishing feature of these companies is joint liability, obtaining commercial status, and the limitation of partnership to natural persons. (*Al-Jundi, 1999: 72*) These companies are formed based on personal considerations and dissolve once these considerations cease to exist. (*Momen, 2019: 43*) Some jurists and legal scholars believe that a consortium is a type of general partnership because its members bear joint liability toward the employer for fulfilling obligations, and the employer can approach any one of them to enforce all or part of the obligation or to seek compensation, without this action violating the internal agreements among the members. (*Hafez Mutawa, 2008: 219*) However, this view has been criticized because a consortium does not have an independent legal personality, lacks the characteristics and requirements of a company, and is merely a contractual arrangement among the members. In a consortium, there is no joint investment, and the members do not share profits and losses internally. Each member is independently responsible for performing a part of the work. (*Momen, 2019: 132*) On the other hand, another viewpoint holds that the legal form of a consortium depends on the nature of its activity; if the consortium is formed for a single purpose and a temporary project, and there is a project manager but no independent name, address, or capital, it can be recognized as a joint venture. However, if the consortium is established to achieve one or more related objectives with the intention of partnership and allocation of capital shares, it is considered a *de facto* company which, even if not formally registered, possesses legal personality. (*Shaheen, 2019: 268*) Due to its unique nature, a consortium contract is neither a joint company nor necessarily endowed with an independent legal personality; most legal

perspectives recognize it as an indefinite contract arising from the parties' agreement and general principles of civil law. These contracts have distinctive features that set them apart from classic administrative or private contracts. Some legal scholars consider the consortium a special type of contract in which administrative and civil rules are applied in a combined manner, similar to concepts seen in commercial law. This combination gives the consortium contract characteristics of both private and administrative contracts, especially when a government party is involved. In Iraq, certain legal practices regard consortium contracts as closer to administrative contracts, since the parties' freedom of will is limited and regulated within special frameworks. From a comparative perspective, if the consortium is horizontal (between several peer companies), it more closely resembles a contracting agreement rather than an employment contract, since consortium members are independent and generally possess greater financial and technical resources than the employer, who is often a government or public entity. In vertical consortiums (where a main contractor company forms a partnership with several associates), its nature is similar to a subcontract that depends on the main investment contract. Ultimately, the nature of the consortium contract depends on the way it is formed and the roles of the parties in executing the project, but in all cases, the operational independence of the parties from the employer is maintained.

3. TYPES OF CONSORTIUM

Consortium contracts form the backbone of investment contract life and come in various forms, facilitating international commercial transactions. Therefore, their diversity has reached an unlimited extent, and perhaps the most prominent aspect is related to the method of contracting with the employer as well as the way the consortium is organized and managed.

3.1 From the Perspective of Contracting with the Employer

Consortium contracts can be viewed according to the type of relationships involved – more precisely, the relationship among the parties themselves and the relationship between the consortium and the employer.

A. Horizontal Unified Consortium Contracts:

Horizontal unified consortium contracts are those in which all parties sign the contract directly with the employer, i.e., the government. Therefore, the relationships among the consortium members are governed

solely by the investment contract, granting the employer a very significant right – namely, the right to supervise all actions taken by the consortium. Accordingly, it is clear that the employer has the authority to oversee the formation of the consortium and any changes that occur during the execution of the international investment contract. This supervisory right stems from the temporary nature of the consortium and its lack of independent legal personality. (*Al-Kasasbeh, Hamed, Hassan & Karim, 2019: 110*)

B. Vertical Consortium: This refers to a consortium contract in which one of the members signs the contract with the contracting party on behalf of the consortium, acting as the representative of the other members and being responsible to the contracting party. This member signs the contract and then forms the consortium with the other members to complete the execution of the project. In this context, we encounter multiparty arbitration because the contracting party does not directly recognize the other members of the vertical consortium. Therefore, the main member who signs the contract can invoke the arbitration award against the other members. (*Serry El-Din, Nd: 337*)

3.2. From An Organizational and Managerial Perspective

As a result of the extensive efforts by the consortium parties to maximize their benefits and each aiming to reduce their own liability by shifting the greatest burden onto the other party, consortium contracts have taken the following two forms:

A. Consortium Leader: In this type of consortium, full authority for organization and decision-making is granted to one of the parties. The scope and content of this party's responsibilities vary depending on the nature of the investment contract, the complexity of the project, and the agreements among the members. The duties, powers, and responsibilities of this leading party are specifically defined in the contract among the consortium members. According to some jurists, this party acts as the representative of the other consortium members and, in case of failure to fulfill obligations, will be solely responsible to the employer. (*Mousavi and Issa, ND:35*)

B. Consortium Committee (Cooperation

Committee – Coordination Committee): In the consortium committee model, unlike the leadership model where one member assumes management and decision-making authority, the managerial structure is collectively shared among a group of consortium members. This group holds responsibilities similar to those of the consortium leader, and important decisions are made through periodic meetings, which may be held every six months. These meetings aim to secure the collective interests of all members. According to some opinions in English legal jurisprudence, this participatory decision-making approach is supported as a model for maintaining balance in responsibilities and authorities among the members. (*Serry El-Din, N D: 338*) It should be noted that consortia are classified into various forms depending on the nature of the relationships among their members, the most important of which are as follows, **First, the simple consortium:** In this type, each member is independently and separately responsible for executing a part of the project and does not have any specific technical or economic relationship with the other members. The financial independence of the members is maintained, and each covers the costs of their own section. However, toward the employer, the members bear joint and several liability. (*Mousavi and Issa N D: 35*) **Second, the Coordinating Consortium:** This type is more advanced than the simple consortium and provides an organized structure for cooperation and coordination among the members. In this model, independence in performing tasks is reduced, and systematic collaboration takes place to achieve the project's objectives. However, toward third parties, the liabilities are individual, and only the members who have taken specific actions are held accountable. (*Saad bin Matlaq bin Abdullah, 2021: 33*) **Third, the Integrated Consortium:** This is the most advanced type of consortium, known in American legal doctrine as the "Diversified Consortium." In this model, the consortium operates as an integrated structure and performs multiple functions on behalf of its members, including financing, workforce management, obtaining bank guarantees, insurance, and subcontracting. Such a consortium closely resembles an organizational entity and is often used in large and complex international projects. (*Mousavi*

and Issa, N D: 36.)

3.3. Subject Of the Consortium Contract and Its Importance

A consortium (strategic alliance) is a type of contractual cooperation between two or more companies formed to achieve a common goal by pooling the resources, expertise, and competencies of its members. This partnership model increases the likelihood of project success. In contrast, commercial trade has evolved in response to new needs. Initially, merchants drafted sample contracts based on custom until legislators formalized these mechanisms through official laws and regulations. These commercial entities (such as lease with promise of sale, exclusive distribution, and commercial licenses) primarily originated in the United States and then became global. The key distinction: consortium contracts focus on strategic cooperation, whereas commercial contracts mainly regulate bilateral legal-commercial relationships.

A. Subject of the Consortium: Consortia are primarily applied in large government projects where, due to the vast financial and technical scale, execution by a single company alone is not feasible. (*Ismail, 2000: 37*) Such partnerships often appear in the form of international contracts, joint venture agreements, turnkey contracts, and major contracting projects.

B. Importance of the Consortium: In the past, governments relied on general contractors to execute large projects, who then distributed the work among specialized companies. However, with technological advancements and the simultaneous need for technical expertise and investment, this approach has given way to modern organizational structures. (*Abdelmajid, 2009: 43*) Meanwhile, the consortium emerged as a form of international cooperation among companies, aimed at concluding joint contracts for the execution of large-scale projects. The consortium contract pursues two main objectives: **First**, the development and enhancement of public infrastructure and the creation of new facilities through private sector participation and investment, which leads to economic growth; **Second**, encouraging the private sector to enter projects that were previously monopolized by governments by sharing risks and resources among the member companies. (*Ahmed, 2007: 77*) Based on this, consortium contracts play an

important role in advancing international cooperation, attracting investment, and utilizing the specialized and financial capacities of companies. **First:** The importance of the consortium contract for the government, including reducing the unemployment problem, obtaining technical assistance, effective and wise management, reducing time and effort, and fostering multiple solidarity towards the government. **Second:** The importance of the consortium contract for the private sector, including mobilizing capital, expanding small projects, facilitating entry into the investment market, and participating in risk-sharing.

4. REGULATIONS FOR THE FORMATION OF LEGAL UNIONS FOR CONSORTIUM COMPANIES

Consortia are contracts based solely on agreements among members and are contractual in nature, with their framework established through a specific agreement between the parties. These types of collaborations are often temporary and conclude upon the completion of the project or the administrative contract's subject activity. The primary characteristic of these contracts is the joint and several liability of the members toward the contracting party (such as the government or employer); meaning that each member is considered fully responsible for fulfilling the contract obligations, even if they are only responsible for a part of the work. Consequently, the consortium is regarded as a model for joint project execution based on mutual trust, task distribution, and organized cooperation among companies.

4.1. Provisions For the Formation of a Consortium Contract

The execution of investment contracts within the framework of consortia has become a prevalent method in large international projects for multiple reasons. This approach not only prevents potential losses for the parties involved but also enables the joint utilization of skills, financial resources, and specialized expertise – an essential factor for effective entry into international markets. Such contracts typically address projects whose scale and complexity exceed the capacity of a single company. For this reason, on February 23, 2015, the European Commission, through the Directorate-General for Research and Innovation, issued guidelines for drafting consortium contracts, emphasizing that the success of these contracts depends on the clear and

precise resolution of all issues and challenges that may hinder coordinated and effective cooperation among members. (*Directorate-General for Research and Innovation, 2015: 4*) The consortium contract follows specific stages, beginning with the proposal for formation. This process starts with the search for suitable partners by the individual or entity that initiated the idea of forming the consortium, followed by sending invitations to the targeted companies. At this stage, the parties discuss and exchange views regarding technical capabilities, financial capacity, intellectual property rights, and other important components. Additionally, the consortium's common objectives and internal policies are reviewed and agreed upon. (*Directorate-General for Research and Innovation, 2015: 2*) Consortia are generally formed to execute governmental, private, or international projects. Following the initial proposal, their establishment process includes two main stages: the negotiation stage and the contract conclusion stage. In the first stage, the terms of cooperation, division of responsibilities, management structure, and dispute resolution mechanisms are negotiated. In the second stage, the agreements reached are formalized into a contract that defines the legal framework for the consortium's activities.

A. Negotiation Stage: The negotiation stage of the contract is a crucial phase prior to the contract conclusion, as the preparations and arrangements made during this stage are no longer merely non-binding physical acts. Instead, there is an implicit or explicit agreement to negotiate once the parties enter negotiations, which governs the relationship between them. With this agreement, negotiations shift from being a mere physical act to becoming a legally binding process that creates a set of obligations, leading to liability. (*Al-Mohammadi, 2009: 387*) However, the characteristics of negotiation are as follows, **First, the nature of negotiations in consortium contracts:** Negotiation, in everyday language, means consultation, exchange of views, and dialogue. However, in legal terminology, negotiation is a process consisting of a series of discussions, consultations, and mutual efforts between two or more parties with the aim of reaching an agreement regarding a transaction or achieving a specific formula for cooperation. (*Al-Aboudi, 2005: 5*) **Second, the importance of contractual negotiation in consortium contracts:** Pre-contract negotiations play a fundamental role in aligning the parties'

objectives and preventing potential future disputes. This stage provides an opportunity to clarify rights and obligations, assess capabilities, and organize working relationships. Its importance is such that courts, in the event of ambiguity in the contract terms, may refer to the content of prior negotiations for proper interpretation. For this reason, negotiations are considered an essential and inevitable precursor in the contract formation process. (*Boukamash & Takawatch, 2018: 155*) **Third, the governing principles of negotiations in consortium contracts:** Pre-contract negotiations are considered an independent legal behavior separate from the contract itself and are analyzed under the general rules of obligations, relying on principles such as good faith, honesty, and legitimate trust. This stage, which is an inseparable part of the contract formation process, grants the parties the freedom to withdraw from negotiations, but simultaneously obliges them to refrain from acting contrary to good faith. If one party unjustifiably and in breach of the principle of good faith halts negotiations, it may be held liable for compensating damages incurred by the other party. Therefore, obligations such as seriousness in dialogue, confidentiality, and respect for legitimate trust are among the most important requirements of this stage. (*Abdelbaki, 1998: 174*) The most important condition governing negotiations is good faith.

B. Consortium Contract Conclusion Stage: After the successful conclusion of negotiations, the parties proceed to conclude an agreement entitled the “**Consortium Contract,**” the purpose of which is to achieve mutual benefits. (*Fathi, 2010: 334*) This contract, based on the principle of freedom of will and within the framework of the general rules of civil law, requires two essential elements: the will of two or more parties and coordination among them to achieve legal effects. One of the important stages in the process of concluding this contract is selecting an appropriate name for the consortium—a name that prevents confusion with other existing entities in the investment arena and is not similar to registered global trademarks. Next, the final draft of the contract is prepared. This draft includes a set of legal provisions mutually agreed upon by the parties. According to the

guidelines issued by the Directorate-General for Research and Innovation of the European Commission (2015), the consortium contract must contain information such as a description of the project idea, internal organizational structure, division of tasks, methods of management and voting, frequency of meetings, and responsibilities towards each other and the employer. (*Directorate-General for Research and Innovation, 2015: 6–7*) In French law, Article 1-6 also emphasizes the necessity of clearly identifying the identity and expertise of each party, their financial capabilities or contributions, as well as the appointment of the consortium leader. This leadership may be assigned to one or several individuals, in which case a structure known as the consortium committee is formed. It is worth noting that there is no equivalent provision for this type of regulation in the laws of Egypt or Iraq.

4.2. *Effects Of Consortium Formation and Provisions Resulting from Contract Completion*

A consortium agreement is a type of cooperation contract between two or more companies aimed at achieving a common goal. This contract entails multiple legal effects and imposes a set of rules and obligations on the relationships among the parties. To ensure the success of such a framework, it is essential that the provisions of the contract be drafted with clarity and precision, so as to fairly reflect the interests of all parties and prevent potential disputes. (*Serry El-Din, ND: 12*)

A. Obligations and Rights of Consortium Members: Members’ Obligations, First, the obligation to cooperate; Consortium members are required to maintain ongoing cooperation and fulfill their commitments to ensure the success of the project. This cooperation necessitates the exchange of information and good faith. (*Kazem Saud, 2007: 9*) **Second, the obligation of confidentiality;** the members must preserve confidential and technical information related to the project and prevent its disclosure. (*Directorate-General for Research and Innovation, 2015: 1*) **Third, the obligation of non-competition;** members must not engage in competing activities without the consent of the other members. **Fourth, the commitment to personal performance;** each member is obliged to personally carry out their work and cannot delegate it to others without

the approval of the other members. (Saleh, 2012: 122) **Members' rights include, first, the right to participate in consortium management**, allowing them to attend committee meetings and influence decisions; (Mousavi & Issa, 2020: 12) **second**, the right to receive financial payments according to their share and project agreements; (Abdelhafiz, 2005: 213) and **third**, the right to claim compensation from any member who fails to fulfill their obligations or causes harm.

B. Provisions Arising from Consortium

Contract Completion: "Among temporary federal contracts, there are legal distinctions in their provisions, particularly as some contain specific clauses that differentiate them from other agreements. Accordingly, the legal differences between consortiums and other contracts can be identified, as elaborated below. **First:** Absence of Shared Capital in Consortiums A defining feature of consortium agreements is that their members lack an independent legal entity separate from one another. In other words, a consortium is not recognized as a distinct legal entity, and all financial liabilities and ownership rights remain with its members. This means that, unlike corporations, the consortium's funds are not separate from the members' capital, and no specific shares are allocated to individual members within the consortium." (Badr, 2018: 72) In this structure, each member is independently responsible for the financial obligations related to the implementation of specific parts of the project. Participation is not based on shared equity in a joint investment, but rather is defined separately and specifically for each section of the work—whether during the preparation phase for bidding or during the implementation phase. (Saber, 2018: 56) **Second: Absence of Joint Liability Among Members,** The relationships among consortium members are defined through the consortium agreement. When the members form the consortium, they enter into mutual agreements to specify the rights and obligations of each party. In other words, this agreement regulates the responsibilities and contractual relationships between the members. (Amin, 2007: 56) Moreover, the consortium has no separate economic or legal personality independent of its members, because responsibilities in consortium agreements are determined unilaterally and

non-jointly among the members. **Third: Absence of joint liability towards others;** When the consortium operates to execute an administrative contract with a governmental agency, certain transactions with third parties such as suppliers, investors, or subcontractors take place. These third parties, as they engage in contracts and commercial dealings with the consortium, have specific responsibilities toward it. However, since the consortium lacks an independent legal personality, the liability of its members is individual and independent of one another. (Serry El-Din, ND: 42) This means that if damage is caused to a third party, that party can only take action against the member responsible for causing the damage and cannot pursue the entire consortium or other members. Ultimately, the consortium leader no longer acts as the legal representative of all members in dealings with third parties. (Department of Health and Social Care, 2010)

5. LEGAL REGULATIONS GOVERNING COMPANY UNIONS (CONSORTIA)

The consortium agreement, both structurally and in terms of legal effects, gives rise to complex and contentious conditions. The relationships between the contracting parties are a combination of cooperation and competition, which imparts a particular complexity to the project from start to finish. When considering the objectives of each party and their alignment with the consortium's common goals, the matter becomes even more complicated. Conflicts of interest among the parties necessitate that such contracts be drafted with great care and sensitivity. Especially important is that proper execution and the resulting relationships must be managed and supervised through diligent monitoring of the necessary steps to achieve the ultimate goal—successful project completion. According to the consortium agreement's terms, its members are obliged to fulfill their commitments, and the consortium is recognized as the contractor vis-à-vis the employer. Therefore, the members' obligations are commitments aimed at achieving a specific result, which, under French judicial law, is considered an obligation to achieve a result by the contractor. This principle is particularly evident in consortium agreements related to construction projects or turnkey contracts. In such contracts, if the members fail to properly fulfill their obligations, contractual liability arises, even if the members have exerted effort and exercised due diligence throughout the project. For this reason, within the

federation of consortium companies, strict and clear legal regulations must be observed to prevent conflicts of interest and legal issues, ensuring that the project progresses appropriately.

6. ARBITRATION AS A MEANS OF RESOLVING DISPUTES ARISING FROM CONSORTIUM CONTRACTS

Departments need to enter into contracts with various parties to carry out their activities, which may be divided into two categories: private law contracts or public law contracts. Private law contracts are governed by private laws and are based on the will of the parties, whereas administrative contracts are subject to public law regulations. The main difference is that administrative contracts, due to the existence of public authority and special governmental privileges, have different conditions and effects compared to private law contracts. In administrative contracts, specific public law rules and limitations apply, and these contracts are usually concluded by governmental bodies. (*Al-Haddad, 2001: 22*)

7. CONCLUSION

Large projects attract significant attention from many countries due to their ability to secure substantial loans and the high influence their owners exert on governmental decision-making. This influence can sometimes lead to decisions that overlook public interests. Therefore, small and

medium-sized enterprises (SMEs) need to unite by forming consortiums to stand against such projects and prevent bankruptcy. This study examines the legal nature of consortium contracts in Iraq, Egypt, and France, analyzing their similarities and differences. The findings indicate that consortium contracts are effective tools for connecting and cooperating among SMEs, enabling them to collectively resist large projects. These contracts allow companies to collaborate temporarily without creating an independent legal entity. Furthermore, consortiums support large projects in competing internationally, fostering trade growth and enhancing competition. Moreover, consortium contracts can serve as appropriate instruments to protect vulnerable projects and prevent bankruptcy, provided they are accompanied by other economic tools such as facilitating licensing procedures and improving the investment climate. In Iraq, shortcomings in drafting such contracts do not imply a disregard for their importance but rather reflect the challenges and complexities in anticipating interpersonal relationships. Ultimately, this research demonstrates that consortium contracts are of a private nature and do not require the state's presence as a contracting party. Nonetheless, they can contribute significantly to the economic growth and development of countries. These contracts are distinct from other international agreements and possess specific characteristics, such as the absence of shared capital and limited liability.

REFERENCES

A. Books

- Abdul Aziz Abdel Moneim Khalifa, *Applicability of Administrative Contracts and Their Dispute Resolution through Judiciary and Arbitration*, Dar Al Fikr Al Jami'i, Alexandria, 2010.
- Abdul Fattah Abdel Baqi, *Encyclopedia of Civil Law - Contract Theory*, Dar Al Nahda Al Arabia, 1998.
- Abdul Fattah Abdel Baqi, *Theory of Contract and Individual Will*, 2nd ed., Dar Al Nahda Al Arabia, Cairo, 2016.
- Abdul Hamid Al-Ahdab, *Encyclopedia of Arbitration: Arbitration in Arab Countries*, Vol. 2, Naufal Institute, Beirut, 2010.
- Abdul Qadir Nariman, *Arbitration Contract*, Renaissance Arab House, Cairo, 1996.
- Ahmad Abdul Hamid Ashoush, *Conflict of Curricula and Conflict of Laws*, Shihab University Foundation, Alexandria, 2003.
- Ahmad Abdul Karim Salameh, *Principles of Conflict and Choice of Laws*, 1st ed., Maktabat Al-Jalaa Al-Jadida, 1996.
- Ahmad Hamad Hassan Al-Waseet Qasim, *Sale Contract under Modern Judicial and Legal Directives and Consumer Protection Law*, New University Press, Alexandria, 2011.
- Ahmad Hassan Hafez Motawa, *International Construction Contracts Arbitration*, Renaissance Arab House, 2008.
- Ahmed Hassan Hafez Motawa, *Arbitration in International Construction Contracts*, Renaissance Arab House, 2008.
- Ahmed Makhlof, *Arbitration Agreement as a Method for Resolving International Commercial Contract Disputes*, Dar Al Nahda Al Arabia, Cairo, n.d.

- Ahmed Rashad Mahmoud, *Management Contracts in the Context of International Relations*, Dar Al Nahda Al Arabia, Cairo, 2004.
- Amna Khalil, *Legal System of Foreign Investment Contracts*, Dar Al Fikr Al Arabi, Beirut, 2019.
- Anwar Sultan, *Sources of Obligation in Civil Law*, Dar Al Thaqafa for Distribution and Publishing, Amman, 2005.
- Ashraf Abdelalim Al-Rifai, *Public Order and Arbitration in International Private Relations*, Dar Al Nahda Al Arabia, Cairo, 2nd ed., 1998.
- Ashraf Mohamed Khalil Hamad, *Arbitration in Administrative Claims and Its Legal Effects*, 1st ed., Dar Al Fikr Al Jami'i, Alexandria, 2010.
- Basem Mohamed Saleh, *Commercial Law (Theory of Merchant), Part One*, Al-Sanhouri Library, Iraq, 2012.
- Bashir Al-Salibi, *Alternative Solutions for Commercial Disputes*, Wael Publications, Amman, 2011.
- Basim Muhammad Saleh, *Commercial Law*, Al-Sanhouri Library, Iraq, 2012.
- Fuad Abdul Moneim Riyadh & Somaya Rashid, *Conflict of Laws and Jurisdiction*, 1st ed., Dar Al Nahda Al Arabia, Egypt, 1999.
- Hamid Maher Mohamed, *Legal System of Construction, Operation, and Rehabilitation Contracts*, Dar Al Nahda Al Arabia, Cairo, 2005.
- Hani Salah Sarayeddin, *Consortium Contracts and Other Cooperation Agreements in International Construction*, Dar Al Nahda Al Arabia, Cairo, 1999.
- Hani Salah Sarayeddin, *Legal and Contractual Regulations of Privately Financed Infrastructure Projects*, Dar Al Nahda Al Arabia, Egypt, 2001.
- Hazem Hassan Gomaa, *Diplomatic Protection of Joint Projects*, Ain Shams University, 1981.
- Hazem Hassan Gomaa, *Diplomatic Protection of Joint Ventures: An Analytical Study of Public International Projects and Their Protective Laws*, Faculty of Law, Ain Shams University, Cairo, 2nd ed., 1981.
- Hazem Hassan Gomaa, *Legal System of Joint Projects*, Dar Al Nahda Al Arabia, n.d.
- Ismail Ghanem, *General Theory of Obligation*, Abdullah Wahba Library, Egypt, 1966.
- Iyad Mahmoud Bardan, *Arbitration and Public Order*, Legal Publications Al-Halabi, Beirut, 2004.
- Luvarn Borel, *Private International Law*, translated by Mohamed Munir, 3rd ed., Dar Al Nahda Al Arabia, Cairo, 1993.
- Mahmoud Samir Al-Sharqawi, *Commercial Law, Part One*, Dar Al Nahda Al Arabia, Cairo, 1986.
- Mahmoud Samir Al-Sharqawi, *International Commercial Arbitration*, Dar Al Nahda Al Arabia, Egypt, 2012.
- Mohamed Abdelmajid Ismail, *International Contracts and Arbitration*, Legal Publications Al-Halabi, Beirut, 2003.
- Mohamed Abdelmajid Ismail, *Studies in International Administrative Contracts and Arbitration in Government Contracts*, 1st ed., Legal Publications Al-Halabi, Beirut, 2014.
- Mohamed Hassan Ibrahim Al-Najjar, *International Construction Contracts (FIDIC)*, University Publications, Alexandria, 2015.
- Mohamed Saeed Hassan Amin, *General Principles in the Implementation of Administrative Contracts*, University Culture House, Baghdad, 2007.
- Omnia Ahmed Saber, *Consortium Contracts*, Dar Al Fikr Al Arabi, Beirut, 2018.
- Riad Issa Al-Zuhri, *Manifestations of Administrative Authority in Contract Execution and Public Works*, Najaf, Iraq, 1978.
- Salim Abdullah Ahmed Al-Jabouri, *Current Company*, Legal Publications Al-Halabi, Beirut, 2011.
- Sami Badi Mansour, *Private International Law*, University House, Amman, 1997.
- Sami Badi Mansour, *Wad Okasha*, Mohamed Abd Al-Al, *Private International Law*, University House, Egypt, 1995.

B. Commercial and Corporate Law

- Akram Maliki, *Jordanian Commercial Law (Comparative Study) in Trade, Merchant, Store, and Commercial Contracts*, 1st ed., Dar Al Thaqafa for Publication and Distribution, Amman, 1998.
- Mahmoud Jamal Al-Din Zaki, *Concise in General Theory of Obligations in Egyptian Civil Law*, 3rd ed., Cairo University Press, 1978.
- Muhammad Fared Al-Arini & Muhammad Al-Sayed Al-Faqi, *Commercial Law*, Legal Publications Al-Halabi, Beirut, 2005.
- Muhammad Labib Shaqir, *Global Oil Market Monopoly Organization*, Arab Institute for International Studies,

1961.

Samihah Al-Qalyoubi, *Commercial Companies*, Dar Al Nahda Al Arabia, Cairo, 2012.

Sherzad Aziz Suleiman, *Good Faith in Contract Conclusion*, Dar Doghla Publishers and Distributors, Iraq, 2008.

Suleiman Mohamed Al-Tamawi, *General Principles of Administrative Contracts*, Al-Ma'arif Institute, Alexandria, 1976.

Suwaiki Houria, *Conceptual Framework of Association of Companies in Algerian Law*, *Legal Studies Journal*, Issue 3, 2015.

International Investment & Development

Abdel Hakim Mustafa Abdul Rahim, *Economic Development Contracts*, Dar Al Nahda Al Arabia, Cairo, 2012.

Abdel Hakim Mustafa Abdul Rahman, *Economic Development Contracts in Private International Law*, Al-Nasr Library, Cairo, 1991.

Abdelilah Al-Ameer, *Oil Production Contracts*, Dar Al Fikr Al Arabi, Egypt, 2020.

Maaha Saeed Badr, *Legal System of Consortium*, Dar Al Nahda Al Arabia, Cairo, 2018.

Marwan Mohy Eddin Al-Qutb, *Methods of Privatizing Public Services*, Human Rights Publications Al-Halabi, Beirut, 2015.

Mazen Faiz Mohamed Maqafeh, *Arbitration in Administrative Contract Claims, Comparative Study*, Master's Thesis, Al al-Bayt University, 2011.

Safwat Ahmed Abdel Hafez, *Role of Foreign Investment in Developing Private International Law Regulations*, University Publications, Alexandria, 2005.

Taher Shawqi Moamen, *Temporary Consortiums in Projects*, Renaissance Arab House, Cairo, 2019.

C. Academic Theses

Abhur Hamid Habash Ali, *Civil Liability for Disrupting Contractual Negotiations* (Unpublished Master's Thesis), Al-Israa Private University, Amman, 2015.

Ali Ahmed Ibrahim, *Principles of Arbitration in Foreign Investment Contracts*, Faculty of Law, Ain Shams University, 2017.

Amal Kazem Saud, *Obligation to Cooperate in Contracts*, PhD Thesis, Faculty of Law, Al-Nahrain University, 2007.

Azad Shakour, *Alternative Negotiation Tools for Resolving International Investment Contract Disputes*, PhD Thesis, Salahaddin University, Erbil, Iraq.

Bashar Mohamed Al-Asad, *Investment Contracts in Private International Relations*, PhD Thesis, Ain Shams University, Cairo, 2004.

Ehab Abdel Fattah Abdel Aziz, *Public-Private Partnership Contracts (PPP) and Their Legal Nature*, Cairo University, 2014.

Jasim Mohamed Musahib, *Foreign Investment and Their Relation to Financial Crises in Iraq* (Unpublished Master Thesis), University of Baghdad, 2010.

Mazen Faiz Mohamed Maqafeh, *Arbitration in Administrative Contract Claims*, Al al-Bayt University, 2011.

Mohamed Abdullah Abdullah Salem, *Legal and Contractual Frameworks for the Execution of Administrative Construction Contracts*, University of Baghdad, 2008.

Mohammed Ali Al-Maliki, *Legal Systems for Economic Development Contracts*, University of Baghdad, 2016.

Muayad Al-Khalid, *Legal System of Arbitration in Construction Contracts*, Faculty of Law, University of Baghdad, 2016.

Omnia Ahmed Saber, *Consortium Contracts*, University of Baghdad, 2018.

Sabah Abdul Rahman Auda, *Temporary Consortium in Construction Contracts*, University of Baghdad, 2012.

D. Articles

(Duplicate entry) *International Centre for Settlement of Investment Disputes (ICSID)*. (n.d.). *Dispute settlement mechanisms*. Retrieved from <https://icsid.worldbank.org>.

Abdullah, E. S. (2018). The legal system of temporary federation of companies (consortium). *Journal of the Faculty of Law and Political Science*.

Abdul-Mahmood, S. H. (2010). Negotiated contracts through the internet. *Al-Nahrain University Journal*, 13(2), Iraq.

Abdul-Samiee, H. (2013). Emergency conditions and their impact on administrative contracts in the Kingdom

- of Saudi Arabia. *Journal of Legal and Economic Research*, Mansoura University, (53).
- AIOC/BP (UK) 40%, Shell (Dutch/UK) 14%, Jersey, Texas, SoCal, Gulf, and Socal (USA) 7% each, CFP (France) 6%, Iricon Agency Ltd. (USA) 5%. (1954). *Iran Oil Consortium Agreement*. Retrieved from <https://archive.org/stream/1954IranOilConsortium/1954>.
- Al-Abadi, M. W. (2014). The nature of the governing law of a contract concluded with a foreign investor. *University of Jordan Journal*, (2).
- Alameddine, M. (2010). Comment on the ICSID ruling in the case of the French consortium against Morocco. *Arbitration Court Journal*, (6), April.
- Al-Dalu, A. A. M. (2014). Civil liability in the stage of electronic negotiations. *Journal of Legal and Economic Research*, Menoufia University.
- Al-Kasasbeh, H. H. S., & Hassan, S. K. K. (2019). Consortium contracts in administrative contracts. *Journal of Humanities and Social Sciences Studies*, 2(19).
- Al-Khazraji, R. A. (2014). The content of the principle of good faith in the implementation of international treaties. *Al-Youm Journal*, (64), Iraq.
- Al-Mahdi, M. N. M. A. S. (2009). Confidentiality obligation and civil liability: A comparative study. *Journal of Law and Economics for Legal and Economic Research*, Faculty of Law, Cairo University, (82).
- Al-Malih, M. W. M. R. (2015). Negotiations in international commercial contracts: A study of legal and technical aspects. *Journal of Jurisprudence and Law*, Hassan II University, Ain Chock, Casablanca, Morocco, (19).
- Al-Masri, M. W. H. (2004). The international contract between traditional theory and modern perspective. *Journal of Sharia and Law*, UAE, (20).
- Al-Mohammadi, S. S. F. (2009). Negotiated contracts between freedom and limitation: A comparative study. *Journal of Law*, Al-Nahrain University, 11(1). Special Issue of the First Annual Legal Conference, March 30.
- Al-Mousawi, A. F., & Issa, L. A. (2013). Joint venture. *Journal of Legal Sciences*, Faculty of Law, University of Baghdad, 28(2).
- Al-Sarayrah, I. S., & Al-Fuwaier, A. M. (2016). The burden of proving foreign rights before a foreign judge according to Jordanian law. *Studies in Sharia and Legal Sciences*, 43(Suppl. 3).
- Al-Yasiri, A. A. K. (2022). Civil liability for breach of the principle of good faith in contractual negotiations: A comparative study. *Al-Muhaqiq Al-Hilli Journal of Legal and Political Sciences*, 14(4).
- Awad, H. (n.d.). *Legal formulas and their role in attracting funding for municipal services and facilities*. Retrieved from <http://www.eyeslaw.net/vb/showthread>.

E. Web Sources

- International Centre for Settlement of Investment Disputes (ICSID)*. (n.d.). *Dispute settlement mechanisms*. Retrieved from <https://icsid.worldbank.org>.
- Iran and Consortium Agreement*. (1954, September 19–20). *Came into effect October 29, 1954*. (n.d.). Retrieved from <https://archive.org/stream/1954IranOilConsortium/1954>.
- Issa, L. A., & Akram, H. (2018). Technical assistance contract. *Journal of Legal and Political Sciences*, University of Anbar, (14).
- Khater, S. Y. (2011). Arbitration in administrative contracts: A comparative study of French and Egyptian law. Paper presented at the 16th Annual International Commercial Arbitration Conference, United Arab Emirates University, Faculty of Law.
- Mutt, G. (2005). *Production sharing agreements: Oil privatization under another name*. Paper presented at the General Union of Oil Workers Conference, Basra. Retrieved from <http://www.carbonweb.org>.
- Saber, A. D. H. (2008). Arbitration in administrative and BOT contracts (p. 263). Paper presented at the 16th Annual International Commercial Arbitration Conference, UAE University, Faculty of Law.
- Saleh, I. J. S. (2017). Forms of technology transfer contracts: A comparative study. *Journal of Legal and Economic Thought*, 7(2).
- Yassin, J. A. H., & Yahya, A. Z. (2012). Legal adjustment of electricity investment contracts concluded with foreign investment companies. *Ahl al-Bayt Journal*, (21), Iraq.

F. Court Decisions

- Baghdad Preliminary Court. (1981). Decision No. 1969/719 and Karkh Case No. 1696/150; Appeal No. 355 (General Reference Court). *Judicial Bulletin*, Vol. 3(2), p. 62.

- Egyptian Mixed Court of Appeal. (1899, February 8). Ruling published in the Supplement of Sharia and Judiciary, Year 11. Cairo: 1998.
- Egyptian Court of Appeal. (1964, December 24). Appeal No. 62 of Judicial Year 27. In Court of Appeal Rulings Collection, Vol. 15, p. 857.
- Cairo Court of Appeal. (1966, January 27). Decision No. 219/31, Commercial Department. Published in Technical Office, Vol. 17, Rule 24. Cairo, 1967.
- Egyptian Court of Appeal. (1986, December 3). Appeal No. 573 of Judicial Year 51. In Court of Appeal Rulings Collection, Vol. 37.
- Cairo Court of Appeal. (1997, March 19). Commercial Appeal No. 64, Judicial Year 113, Section 63. Published in State Litigation Reference Journal, 41(2), p. 659.
- Iranian Legal Opinions. (1997, July 7 & 2000, April 8). Fatwas No. 775 & 198, Case Nos. 1/47/200 & 32/2/3099. Legal Journal, 2001(1), p. 417. Includes decisions of the Supreme Court and High Administrative Appeal Court (Unpublished decisions, 2007).
- Iranian High Administrative Court. (2012, February 19). Appeal No. 3049 of the Judicial Year 32. In Judicial Decisions Collection, Vol. 35(1), p. 1143.
- Iranian Administrative Justice Court. (2013, January 18). Case No. 5429 of the 43rd Judicial Year. (Unpublished decision).
- Iraqi Court of Appeal. (2014, October 28). Appeal No. 1494/1393. (Unpublished decision).
- Iraqi Court of Appeal (Transitional). (2015, August 31). Appeal No. 1378/1394. (Unpublished decision).
- Iranian High Administrative Court. (2016, January 16). Appeal No. 88 of the 30th Judicial Year. (Unpublished decision).
- Iranian Administrative Justice Court. (2018, December 28). Case No. 488 of the 48th Judicial Year. (Unpublished decision).
- Jordanian Court of Appeal. (2021, August 25). Ruling No. 3162/2021. Qistas Publishing.

G. Laws and Regulations

- Law No. 3 of 2005, as amended by Law No. 190 of 2008. Official Gazette, No. 25 bis A, June 22, 2008.
- Law No. 35 of 1356 (Iraqi Calendar), on system reform. Iraqi Official Gazette, No. 2576, March 14, 1977.
- Iraqi Commercial Law No. 30 of 1984.
- Egyptian Commercial Law No. 17 of 1999.
- French Commercial Law No. 77-4 of 1977.
- Iraqi Civil Code No. 40 of 1951, as amended.
- Egyptian Civil Code.

H. English

- "The consortium agreement is a private agreement between the beneficiaries, to set out the rights and obligations amongst themselves" EUROPEAN COMMISSION Directorate-General for Research & Innovation. See Guidance How to draw up your consortium agreement, 23 February 2015, available at: http://ec.europa.eu/research/participants/data/ref/h2020/other/gm/h2020-guide-cons-a_en.pdf, Last visit (16/10/2018), 2
- Art. L430-3 du code de commerce, modifié par loi n 2008-776 du 4. août 2008.
- Baptista (L.O), Barthez (P.D), les associations d'entreprises (joint venture) dans le commerce international, 2ed, 1991, p.101.
- Consortium Agreement NHS Standard Contract 2012/13, P.19, on the site: - <http://www.bournemouthandpoole.nhs.uk/ws-Pan-Dorset/Downloads>
- Delaume, what is an international contract, An American and Gallic. Dillema, International and comparative Law Quarterly, Vol.28. April 1979.
- Dubisson (M), les groupement, entreprises pour les marchés international, Feduci., EUROPEAN COMMISSION Directorate-General for Research & Innovation op.cit, p10.
- European Commission, Seventh Framework Programme (FP7), Project Title (Consortium Agreement), 15/10/2007, P.6.
- Henri Batiffol et Paul Lagard, Traité de droit international privé, T02, 1983 p.25.
- Kurdistan pays \$1 billion to Dana Gas, partners to settle London case, available at: <https://www.reuters.com/article/us-dana-gas-arbitration/>

- LEBEN Chartes, " La théorie du contrat d'Etat et l'évolution de droit international des Investissements, RCADI, Tome 302, 2003
- Maria Mercedes Albornoz, Choice of Law in International Contracts in Latin American Legal Systems, *Journal of Private International Law* (UK), 2010(vol. 6, No. 1, PP: 45-70
- Mathou, les clauses de non concurrence, article sur le site, <http://site.juristudiant.com>, à le 29 déc. 2007.
- Paul lerebours-pigeonniere "Droit Intrational prive",8em ed, par lous souarn, precis Dalloz, BROCHE, 1962, p.143.
- Vandomme (Laurent), to time to budget, to specification, Rdal, n8, 1999.