

# QSTP Licensing Regulations 2022

Dated August 15, 2022

## CONTENTS

### PART I PRELIMINARY PROVISIONS

1.	Title, Commencement and Authority	4
2.	Definitions	4
3.	Application of the Regulations	7

### PART II TYPES OF LICENSES

4.	Types of Licenses	7
5.	Eligibility to apply for a QSTP License	8
6.	Persons entitled to conduct business in the QSTP Free Zone	8
7.	Pre-approval for Licenses	8
8.	Information contained in the License	8
9.	Activity of a Licensee	8
10.	Term of License	8
11.	Discretion on granting or refusal of License	8
12.	Power to impose Conditions on a Licensee	9
13.	Types of Conditions to be imposed	9
14.	Withdrawal of Application	9
15.	Renewal of License and Lease	10

### PART III LICENSEE MANAGER

16.	Appointment of Licensee Manager	10
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### PART IV STRIKE OFF

17.	Strike-off of a Licensee from the Register	10
18.	Grounds for strike-off of a Licensee	10
19.	Obligation to vacate premises	11

**PART V  
FUNCTIONS AND POWERS OF THE QSTP MANAGEMENT**

20.	Functions and duties of the QSTP Management	11
21.	Authority and limitations of the QSTP Management	12
22.	To maintain a Register of Licensees	12
23.	To introduce rules	13
24.	Regulations on advertising	13
25.	Financial resources	13
26.	Notification requirements	14
27.	Power to request information	14
28.	Power to obtain information or documentation	14
29.	Investigation by QSTP Management	15
30.	Disclosure of information	15
31.	Power to make and amend	16
32.	Ineffectiveness or delayed effectiveness	16
33.	Investigation akin to judicial proceedings	16
34.	Notice of intent to investigate	16

**PART VI  
RECORDS & ACCOUNTS**

35.	Copies of records	17
36.	Annual reports	17

**PART VII  
GENERAL PROVISIONS**

37.	Employment rules	17
38.	Customs	17
39.	Export and import of goods	18
40.	Jurisdiction of officials	18
41.	Declaration of goods	18
42.	Inspection of goods by the QSTP Management	18

43.	Prohibited goods	18
44.	Abandoned, prohibited and confiscated goods	19
45.	Customs violations	19
46.	Tax exemption	19
47.	Import and export duties	19
48.	Incomplete or inaccurate information	19
49.	Fees and Fines	20

**PART VIII  
SUITS AND ACTIONS**

50.	Good Faith Bar	20
51.	No Foreign Suits	20
52.	Jurisdiction	20
53.	Applicable Law	20

## PART I

### PRELIMINARY PROVISIONS

#### 1. Title, Commencement and Authority

(a) These regulations shall be referred to as the QSTP Licensing Regulations 2022 (the “Regulations”).

(b) These Regulations have been issued by the QSTP Board pursuant to Law No. 36 of 2005 of the State of Qatar and shall replace the Free Zone Regulations dated 01 April 2015.

(c) These Regulations shall come into force on the date of its issuance by the QSTP Board and shall apply to all existing Licensees.

(d) To the extent that a Licensee is not compliant with the provisions of these Regulations, they shall rectify any such non-compliance within six (6) months from the issuance of these Regulations.

#### 2. Definitions

The following words and phrases wherever used in these Regulations shall have the meaning ascribed thereto hereunder, unless the context indicates otherwise:

“Applicant” shall mean a natural or corporate person which has received Pre-approval and is applying for a License under these Regulations.

“Application” shall mean an application to be granted a License under these Regulations.

“Branch” shall mean a branch registered pursuant to the Companies Regulations.

“Companies Regulations” means the Qatar Science and Technology Park Companies’ Regulations in force from time to time.

“Company” shall mean any company incorporated pursuant to the Companies Regulations.

“Conditions” shall mean any restrictions or conditions imposed by the QSTP Free Zone on the use of a License.

“Court” shall mean a court or judicial tribunal of competent jurisdiction in the State of Qatar.

“Customs Law” shall mean the laws, decrees, rules and regulations in place in the State of Qatar, determining the customs of all goods which enter and exit the Customs Territory.

“Customs Territory” shall mean the point where goods enter and exit the State of Qatar.

“Exported Goods” shall mean those goods produced in the QSTP Free Zone by a QSTP Licensee or a Restricted Licensee, which are transported out of the QSTP Free Zone.

“Hazardous Materials” shall mean any hazardous or toxic substance or hazardous or toxic waste, contaminant, or pollutant as defined in or regulated by any environmental, health or safety-related laws, rules or regulations from time to time enforced or enacted in the State of Qatar.

“Imported Goods” shall mean those goods which are transported into the QSTP Free Zone by a QSTP Licensee or a Restricted Licensee.

“Labour Law” shall mean Law No. (14) of 2004 as amended and replaced from time to time.

“Lease” shall mean the lease, and any amendments thereto, entered into between a Licensee, as tenant, and QF, as landlord, covering premises within the QSTP Free Zone.

“License” shall mean a QSTP License, a Restricted License or a Service License.

“Licensee” shall mean a QSTP Licensee, a Restricted Licensee or a Service Licensee.

“Licensee Manager” shall mean the natural person who is appointed by the Licensee to be its principal representative both within the QSTP Free Zone and in all matters before QF, the QSTP Board, the QSTP Management and authorities in the State of Qatar.

“Permitted Activities” shall mean those activities which a Licensee may undertake in the QSTP Free Zone in accordance with the terms of each of:

- (a) these Regulations;
- (b) the QSTP Criteria;
- (c) the License; and
- (d) the Lease.

“Pre-approval” shall mean the approval of the initial application submitted by a prospective Licensee to the QSTP Free Zone in accordance with provisions under these Regulations.

“Prohibited Activity” shall mean those activities which cannot be carried out in any manner whatsoever by any Licensee in the QSTP Free Zone, and being more specifically described as follows:

- (a) manufacturing, storing and trading in weapons, ammunition and explosives;
- (b) manufacturing, storing and trading in radioactive or nuclear materials or other Hazardous Materials;
- (c) manufacturing, storing and trading in drugs, other than such chemicals and medicines which may be required for the purposes of biochemical research and specifically approved in writing by the QSTP Free Zone;
- (d) printing money bills or currency of any country or developing, mining or dealing in cryptocurrency;
- (e) developing and researching any genetic material to be used for the purposes of human and animal cloning; and
- (f) any other activities prohibited pursuant to:
  - (i) the laws of the State of Qatar, unless such laws are expressly deemed inapplicable to the Licensees by virtue of the QSTP Free Zone Law or these Regulations;
  - (ii) the QSTP Free Zone Law;

(iii) the QSTP Criteria; or

(iv) the Lease.

“Prohibited Goods” shall mean those goods specified under these Regulations, which are prohibited, under any circumstances whatsoever, from entering into the QSTP Free Zone.

“QF” shall mean Qatar Foundation for Education, Science and Community Development.

“QSTP Board” shall mean the Board of Directors of the QSTP Free Zone.

“QSTP Criteria” shall mean the criteria prepared by the QSTP Free Zone from time to time for the information of prospective Licensees and setting forth the entry criteria and Permitted Activities and uses within the QSTP Free Zone.

“QSTP Free Zone” shall mean the free zone established under the QSTP Free Zone Law as the Qatar Science & Technology Park.

“QSTP Free Zone Law” shall mean Law No. (36) of 2005 of the State of Qatar (as may be amended from time to time).

“QSTP License” shall mean the license issued by the QSTP Board to a Company or a Branch pursuant to these Regulations.

“QSTP Licensee” shall mean an entity which has been granted a QSTP License under these Regulations and whose QSTP License has not expired or been struck off.

“QSTP Management” shall mean the management of QSTP, which shall carry its functions pursuant to the directions of QSTP Board.

“QSTP Tax Guidelines” shall mean the tax guidelines issued by the QSTP Free Zone from time to time and made available on its website.

“Register” shall mean a register of the name of all Licensees with all pertinent information and particulars of the same as maintained by the QSTP Free Zone.

“Regulations” shall mean these QSTP Licensing Regulations 2022.

“Restricted License” shall mean the license issued by the QSTP Board to a Restricted Licensee pursuant to these Regulations.

“Restricted Licensee” shall mean a natural person (or persons) or an entity which has been granted a Restricted License under these Regulations and whose Restricted License has not expired or been struck off.

“Service License” shall mean the license issued by the QSTP Board to a Service Licensee pursuant to these Regulations.

“Service Licensee” shall mean a natural person (or persons) or an entity which provides services to tenants of the QSTP Free Zone (whether such tenants are Licensees, Restricted Licensees or other Service Licensees), which has been granted a Service License under these Regulations and whose Service License has not expired or been revoked.

“Trade Name” shall mean a name (other than the full name of the Licensee (excluding a Service Licensee) as it appears on its License) which:

- (a) the QSTP Free Zone has approved in writing as a trade name, in its sole discretion; and
- (b) is accompanied by a Trade Name Disclosure in all materials in which it is used, including contracts, correspondence, receipts, notices or other papers, website, electronic storage medium, samples, models, or drawings.

“Trade Name Disclosure” shall mean, where a Trade Name is used, a disclosure by a Licensee (other than a Service Licensee) confirming the full legal name of the Licensee as appears on its License. Such disclosure to be included once in any material and on each page of the Licensee’s website (where applicable).

### 3. **Application of the Regulations**

(1) These Regulations apply to a Licensee or prospective Licensee in the QSTP Free Zone. The provisions of Regulations 25, 26, 36 shall not apply to a Service Licensee or a Restricted Licensee.

(2) References in these Regulations to any requirement for any document to be written, in writing, to be presented in writing or for the giving of any notice are to be construed as satisfied by an electronic record and any references in these Regulations to any requirement for a signature on any document or notice are to be construed as satisfied by an electronic document and/or electronic signature unless required to be signed in a particular manner by the QSTP Free Zone.

## **PART II**

### **TYPES OF LICENSES**

#### 4. **Types of Licenses**

(1) These Regulations recognize the following types of licenses:

- (a) QSTP Licenses
- (b) Restricted Licenses
- (c) Service Licenses

(2) In addition to the QSTP Licenses, the QSTP Free Zone may, in its sole discretion, issue Restricted Licenses and Service Licenses. Neither Restricted Licensees nor Service Licensees shall be required to incorporate as a Company or register as a Branch as a precondition to obtaining a Restricted License or Service License, as the case may be. Unless specifically waived by the QSTP Free Zone in its approval of an Application submitted by a prospective Restricted Licensee, the QSTP Free Zone shall apply similar requirements regarding the name of Restricted Licensees as prescribed in the Companies Regulations.

(3) From among the benefits to which a Licensee is entitled by virtue of the QSTP Free Zone Law and these Regulations:

- (a) the QSTP Free Zone may, in its sole discretion, grant or deny all or some of such benefits as a condition to approving the Application for the Restricted License; and



(b) no particular benefit shall be deemed to accrue to a particular Restricted Licensee unless such benefit is expressly detailed in the Restricted License issued by the QSTP Free Zone.

(4) Service Licensees shall not be entitled to any of the benefits accruing to QSTP Licensees and Restricted Licensees under and by virtue of the QSTP Free Zone Law and these Regulations.

#### **5. Eligibility to apply for a QSTP License**

To be eligible to apply for a QSTP License, a prospective QSTP Licensee must either incorporate as a Company or register as a Branch.

#### **6. Persons entitled to conduct business in the QSTP Free Zone**

No persons shall be entitled to enter into a Lease or conduct any Permitted Activity in the QSTP Free Zone without first obtaining a License from the QSTP Free Zone. All Permitted Activities by the Licensee shall be in accordance with the License granted to it.

#### **7. Pre-approval for Licenses**

(1) A prospective Licensee is entitled to apply for a License, subsequent to obtaining the Pre-approval. The documentation and information to be provided for Pre-approval shall be as prescribed by the QSTP Free Zone from time to time.

#### **8. Information contained in the License**

The issued License shall contain the following information:

- (a) name of the Licensee;
- (b) date from which License shall take effect and the term thereof;
- (c) name of the Licensee Manager;
- (d) category or categories of Permitted Activity to be undertaken by the Licensee; and
- (e) such other Conditions, including termination obligations imposed on the Licensee.

#### **9. Activity of a Licensee**

The QSTP Free Zone shall from time to time issue the Permitted Activities and its categories that may be used by a Licensee for a License.

#### **10. Term of License**

Where the QSTP Free Zone has approved an Application, it will give written notice to the Applicant. The term of the License, which term shall be determined by the QSTP Free Zone in its sole discretion, shall be the period beginning on the date of issuance and ending on the date of expiry as set forth in the relevant License.

#### **11. Discretion on granting or refusal of License**

(1) If the QSTP Free Zone, in its sole discretion, grants the Pre-approval, the QSTP Free Zone shall notify the prospective Licensee that it is eligible to make an Application pursuant to the provisions of these Regulations.

(2) If the QSTP Free Zone, in its sole discretion, rejects the Pre-approval documents, the QSTP Management shall give written notice to the prospective Licensee. Such refusal notice need not state the reasons why the Pre-approval request was refused.

(3) In determining whether to grant or refuse an Application, the QSTP Free Zone may take into account, without limitation, the following matters:

- (a) any entity that wishes to engage in any Prohibited Activity within the QSTP Free Zone;
- (b) whether an entity is an affiliate of any person who may choose to exercise its influence at the detriment of the ability of QF, the QSTP Board, and the QSTP Management to supervise and regulate the activities of the Applicant in the QSTP Free Zone; and
- (c) the accurateness and veracity of the information supplied.

## 12. **Power to impose Conditions on a Licensee**

(1) The QSTP Free Zone may, acting reasonably, at any time on or after issuance of the License:

- (a) impose Conditions which the QSTP Free Zone considers necessary or desirable in respect of the Permitted Activity undertaken by the Licensee. An explanation regarding the imposition of the Conditions may be requested by the Licensee; thereupon the QSTP Free Zone will provide a written statement of reasons on why the Conditions were imposed; and/or
- (b) vary or revoke any Condition so imposed.

(2) The QSTP Free Zone shall give the Licensee advance written notice of its intent to impose, vary or revoke Conditions, such notice to designate a compliance date for the Licensee that is reasonable under the specific circumstances.

(3) While recognizing that different Permitted Activities may necessitate different Conditions, no Licensee will be unfairly discriminated against by the QSTP Free Zone in connection with the imposition, variance or revocation of Conditions.

## 13. **Types of Conditions to be imposed**

The Conditions on the use of a License may include but are not limited to the following:

- (a) a Licensee shall not engage in any activity within the QSTP Free Zone which is not compatible with the Permitted Activities;
- (b) a Licensee may not carry out any business outside the QSTP Free Zone, in the State of Qatar, solely on the basis of a License granted to it pursuant to these Regulations; and
- (c) no Licensee shall carry out any Prohibited Activity.

## 14. **Withdrawal of Application**

The Applicant may make a written request to withdraw an Application before the same is considered by the QSTP Free Zone. Any fees paid by the Applicant shall be non-refundable.

## **15. Renewal of License and Lease**

- (1) Prior to sixty (60) calendar days of the date of expiry of the License and Lease the Licensee must notify their intention to renew the License and Lease.
- (2) If a License or Lease has not been renewed within the date of expiry then the QSTP Free Zone may apply late renewal fees as an administrative fee along with the sum due for renewal.
- (3) Such late renewal fees may be prescribed by the QSTP Free Zone from time to time.

## **PART III**

### **LICENSEE MANAGER**

## **16. Appointment of Licensee Manager**

- (1) Every Licensee, shall appoint a Licensee Manager, who shall be a natural person, upon issuance of the subject License and who shall be residing in the State of Qatar. In the event that the Licensee Manager ceases to be a resident in Qatar, the Licensee shall appoint a new Licensee Manager who is resident in Qatar.
- (2) The Licensee shall notify the QSTP Free Zone in writing within fourteen (14) calendar days of any change in the identity of the Licensee Manager.

## **PART IV**

### **STRIKE OFF**

## **17. Strike-off of a Licensee from the Register**

- (1) The QSTP Management may, if it thinks fit, advise a Licensee of its intention to strike it off due to material breach of these Regulations or the License.
- (2) If the Licensee does not comply or otherwise satisfy the QSTP Free Zone that it is not in material breach or has remedied any material breach of these Regulations, the QSTP Free Zone will strike off the Licensee from the Register.
- (3) All Leases shall include a provision whereby the Lease is automatically terminated in the event that the License has been struck-off by the QSTP Management.

## **18. Grounds for strike-off of a Licensee**

A License may be struck off for any of the following grounds:

- (a) if the Licensee has violated any provision of these Regulations (or the Companies Regulations in the case of a QSTP Licensee) or any term of the License;
- (b) if the Licensee has furnished any misleading or inaccurate information for the purposes of obtaining a License or satisfying any other obligation required of it under these Regulations (or the Companies Regulations in the case of a QSTP Licensee);

(c) if the Licensee has not commenced the Permitted Activity within six months of the issuance of the License, unless convincing reasons hindering the commencement of the Permitted Activity are provided;

(d) upon non-payment by the Licensee of any dues payable to the QSTP Management including but not limited to, the fee for the License or any other fee including renewal and administrative fees;

(e) if the Licensee has ceased to carry out the Permitted Activity in the QSTP Free Zone or if the Licensee is operating or carrying out the Permitted Activity outside the QSTP Free Zone;

(f) if the Licensee without obtaining the necessary approval is carrying out work of a different nature and category to that of the Permitted Activity;

(g) if a QSTP Licensee or Restricted Licensee is carrying out the Permitted Activity in the QSTP Free Zone under a name other than that designated in its QSTP License or Restricted License, as the case may be, other than a Trade Name in connection with a Trade Name Disclosure, it being specifically noted that the names of QSTP Licensees and Restricted Licensees must conform with the naming provisions set forth in the Companies Regulations;

(h) in the case of a QSTP Licensee, upon assignment of benefit or control by the QSTP Licensee to any third party, or any change in the ownership of the QSTP Licensee, without the prior written consent of the QSTP Management;

(i) in the case of a QSTP Licensee, upon termination of the Lease, whether by virtue of expiration of the term of the Lease without renewal or extension, termination by the landlord due to default, or otherwise;

(j) for the protection of the public and reputation of QF or the QSTP Free Zone; or

(k) upon any order of a Court.

**19. Obligation to vacate premises**

(1) Any Licensee struck off from the Register, shall immediately vacate the premises and reinstate the premises to the same condition they were in at the time of its entry into the Lease.

(2) Failure to comply with subsection (1) of this Regulation 19 will result in the Licensee being liable to a fine at the amount specified by QSTP Management from time to time and as posted on the QSTP Free Zone website. Additionally, the QSTP Free Zone shall have the right to enter the premises and charge the cost of any reinstatement to the Licensee.

## **PART V**

### **FUNCTIONS AND POWERS OF THE QSTP MANAGEMENT**

**20. Functions and duties of the QSTP Management**

The QSTP Management shall be required to perform (including, but not limited to) the following:

- (a) design and implement plans related to the development of the QSTP Free Zone directly or through third parties;
- (b) liaise and secure the participation of Licensees in the QSTP Free Zone;
- (c) contract with experts, consultants, sub-contractors and contractors required to implement the development and management of the QSTP Free Zone;
- (d) establish a management structure for the efficient operation of the QSTP Free Zone, including the hiring of the necessary personnel and establishment of the necessary infrastructure;
- (e) liaise with and be the primary point of contact for all prospective Licensees during and after the Pre-approval process and for all Licensees during and after the Application process;
- (f) monitor and review the performance and quality of the Permitted Activities of the Licensees;
- (g) monitor actions of the Licensees within the QSTP Free Zone in order to ensure compliance with these Regulations; and
- (h) establish systems and facilities for the filing of and production of documents and the provision of information whether in hard copy and electronic form and any fees that may be payable in this regard.

## 21. Authority and limitations of the QSTP Management

- (1) Any order or decision of the QSTP Management shall be considered by the Licensees to be binding.
- (2) Notwithstanding the provisions of Regulation 20 above, the QSTP Management shall not be authorised to, and shall not, do any of the following:
  - (a) hold or exercise any sovereign power not specifically delegated to it by the QSTP Free Zone Law or these Regulations;
  - (b) hold or exercise any power which cannot be lawfully exercised by or delegated to QF or the QSTP Management by the laws of the State of Qatar;
  - (c) arrange for the sale of any property in the QSTP Free Zone; or
  - (d) arrange for a Lease in the QSTP Free Zone for a term exceeding twenty years,

except where such powers are specifically given to the QSTP Board by these Regulations or any other regulations of the QSTP Free Zone, the QSTP Board delegates the management of the QSTP Free Zone to the QSTP Management.

## 22. To maintain a Register of Licensees

- (1) The QSTP Management shall maintain a Register in such form as it may determine, containing the information related to all Licensees. The Register may, at the discretion of the QSTP Free Zone be published online on the QSTP Free Zone's website and shall include such details as the QSTP Free Zone deems appropriate.

(2) The Register shall include the name, address and any Trade Name of the Licensees, the Licensee Manager and any pertinent information which the QSTP Management deems appropriate to record.

(3) The Licensees should notify the QSTP Management within fourteen (14) calendar days of any changes pertaining to the information entered in the Register. Any failure to do so is a contravention of these Regulations and will result in a fine as determined by the QSTP Management.

#### **23. To introduce rules**

The QSTP Management may issue rules from time to time to regulate the activities within the QSTP Free Zone including but not limited to:

- (a) adjusting the scope of Prohibited Activity;
- (b) limiting or expanding the nature of customers to whom a Licensee can provide its services;
- (c) the manner in which Licensees and their employees hold themselves out as providing work or conducting their business activities;
- (d) further information to be provided and disclosed by a Licensee in relation to its business, its legal owners and its beneficiaries for compliance reasons or any other reason required by the QSTP Free Zone; and
- (e) the form and content of accounts and records to be kept by Licensees.

#### **24. Regulations on advertising**

The QSTP Management may make the following rules and directives concerning the regulation of form and content of advertising within the QSTP Free Zone, and undertake the following actions pursuant to such rules and directives:

- (a) issue directives to Licensees to retract any commercial or campaign which the QSTP Management considers misleading;
- (b) make provisions as to matters which may or may not be included in advertising campaigns; and
- (c) provide for any exemption from the prevailing rules issued under this Regulation 24.

#### **25. Financial resources**

The QSTP Management may require Licensees to have and maintain in respect of their work and business activities such financial resources as are required by rules issued pursuant to this Regulation 25. Such rules may include the following:

- (a) imposition of requirements of accounting which comply with international standards, in terms of quality, scope and as may be determined by the QSTP Management from time to time; and
- (b) specification of assets, liabilities and any other matters to be taken into account for the purposes of evaluating the financial resources of Licensees.

## 26. Notification requirements

The QSTP Management may make rules requiring a Licensee, as the case may be, to provide notice to the QSTP Management of the occurrence of certain specified events including but not limited to the following:

- (a) any proposal to alter the nature or extent of the any business being carried on;
- (b) any changes in key personnel; and
- (c) any change in the financial position of a Licensee.

## 27. Power to request information

(1) The QSTP Management may, at any time during or after the submission of the Application, make a written request to the Applicant, or any authorised officer therein, to make available any further information and documentation which the QSTP Management, acting reasonably, considers pertinent for the purposes of processing any Application.

(2) Any failure to provide information deemed reasonably necessary by the QSTP Management shall result in rejection of any Application.

(3) The QSTP Management may, upon written notice of the same, require the Licensee to provide to the QSTP Management (at a time reasonably designated by the QSTP Management) any information either in the form of verbal representations before the QSTP Management or in the form of a written report which the QSTP Management may reasonably require for the exercise of its powers under these Regulations.

## 28. Power to obtain information or documentation

(1) The QSTP Management may by notice in writing require a Licensee or any other person in possession of documents or information, to produce certain specified documentation within the manner prescribed in its notice; or authorise any officer or agent the right to require a Licensee furnish them with such information or documentation which may be specified.

(2) For the above said purpose an officer or agent of the QSTP Management may enter any premises occupied by a Licensee on whom notice has been served under subsection (1) of this Regulation 28.

(3) Any power requiring a Licensee to produce information or documentation, so requested, shall include the following powers:

(a) make copies of any documents so produced by the Licensee and require the Licensee to certify the accurateness and validity of such copies; and

(b) if such documents cannot be produced, to require the Licensee or any competent officer of the same to state to the best of his knowledge or belief where such documentation may be.

(4) In all cases, the information or documentation must be reasonably required by the QSTP Management for the exercise of its powers under these Regulations.

(5) Any failure by the Licensee to provide the requested information or documentation will be liable for a fine as determined by the QSTP Management.

## 29. Investigation by QSTP Management

(1) The QSTP Management may appoint one or more persons, whose appointment shall be made known to the Licensee to investigate and report to the QSTP Management on the following activities of the Licensee:

- (a) the nature, conduct or status of the activity of the Licensee in the QSTP Free Zone or any aspect of it; and
- (b) ownership or control of the Licensee.

(2) An investigator may, for the purposes of their investigation, investigate the affairs of any other body corporate which is an affiliate of the Licensee.

(3) An investigator may, for the purposes of their investigation and after written notice specifying a time and location, enter the premises of any Licensee who is under investigation.

(4) An investigator shall, upon request, disclose the evidence of their authority to the Licensee.

## 30. Disclosure of information

(1) Subject to subsection (2) of this Regulation 30, no person:

- (a) who receives information relating to any business or other affairs of any person under these Regulations; or
- (b) who obtains any such information directly or indirectly from a person who has so received the information;

shall disclose such information without the consent of the person to whom it relates, or from whom he has obtained it.

(2) Notwithstanding subsection (1) above, disclosure of information is permitted where such disclosure:

- (a) is of information that has already been made available or has become known to the public from alternative sources;
- (b) enables the QSTP Board or the QSTP Management to discharge the obligations conferred by it under these Regulations, including disclosure to the auditor of a Licensee, as the case may be, or to otherwise safeguard the public interest;
- (c) is to any independent expert in the fields of law, accounting or other area which requires the engagement of persons with specialised skill, for whom the dissemination of such information is necessary for the expert to undertake the task that has been conferred on him;
- (d) is made by the QSTP Free Zone and is for the purpose of marketing the QSTP Free Zone to potential customers;
- (e) assists a home regulator of any foreign company or foreign-owned company which is situated outside the QSTP Free Zone and the State of Qatar (or where such disclosure is required by any legal or regulatory authority which has jurisdiction over such person); or



(f) is for the purpose of investigating any criminal activity.

**31. Power to make and amend**

(1) Without prejudice to the specific powers mentioned elsewhere in these Regulations and notwithstanding the absence of such powers in certain other sections of these Regulations, the QSTP Management may amend or supplement these Regulations on reasonable notice.

(2) Without prejudice to the specific powers mentioned elsewhere in these Regulations to prescribe matters or issue decisions or implementing regulations and notwithstanding the absence of such powers in certain other sections of these Regulations, the QSTP Management may make rules and/or implementing regulations from time to time to prescribe any matter to be prescribed under these Regulations or for the better carrying out of these Regulations and, in particular, the QSTP Management may make implementing regulations to fix or amend fees and fines for any function or offence performed under these Regulations. The QSTP Criteria shall be deemed implementing regulations for these purposes.

**32. Ineffectiveness or delayed effectiveness**

Notwithstanding the provisions of Regulation 31 above, neither any amendment or supplement to these Regulations nor any rule or implementing regulation (or amendment or supplement thereto) issued by the QSTP Management shall be effective:

- (a) if it contravenes the powers vested in the QSTP Board by the QSTP Free Zone Law;
- (b) if it conflicts with the QSTP Free Zone Law (which, it is noted, neither the QSTP Management, QSTP Board nor QF has the power or authority to amend in any manner); or
- (c) prior to the expiration of the License of any Licensee, if a material adverse effect would otherwise result to the Licensee, by virtue of the immediate effectiveness of such amendment or supplement to these Regulations, rule or implementing regulation (or amendment or supplement thereto).

**33. Investigation akin to judicial proceedings**

Any officers deputed by the QSTP Management shall have the capacity of judicial investigation officers as regards to violations/crimes committed in violation of the provisions of these Regulations.

**34. Notice of intent to investigate**

Where a violation under these Regulations is alleged, the investigation officers referred to in the preceding Regulation 33 shall issue a notice in accordance with the charge sheet issued by the QSTP Management. A copy of such note may, if necessary, be delivered to the authorised police station for action as per the provisions of these Regulations.

**PART VI**

**RECORDS & ACCOUNTS**

### 35. **Copies of records**

(1) The QSTP Free Zone may, in the manner and upon payment of the fee prescribed by it, issue certified copies of documents pertaining to a Licensee as the QSTP Free Zone may from time to time consider appropriate.

(2) The QSTP Free Zone may, at its sole discretion, issue a replacement copy of documents to a Licensee where it is satisfied that the original has been lost or damaged.

### 36. **Annual reports**

Each Licensee and Restricted Licensee shall submit annually to the QSTP Management, within four months from the end of its respective financial year, the following items prepared in accordance with generally accepted accounting principles:

- (a) balance sheet;
- (b) operating and trading accounts;
- (c) profit and loss statement or income statement;
- (d) statement of source and application of funds;
- (e) list of the capital assets which the value of their sale, or the value of their written off or appropriation paid up compensations, has been used for the purchase of new assets, and the date of the sale, the acquisition of the compensations, or the appropriation shall be noted on the list, together with their book value, the value of the achieved capital profits, and the purchase date and value of the new assets;
- (f) list of the asset depreciation including the new plant and equipment, purchase date and value with additional depreciation; and
- (g) list of the details of income and expenditures specified in the profit and loss statement.

## **PART VII**

### **GENERAL PROVISIONS**

#### 37. **Employment rules**

Employees of QSTP Licensees shall be subject to the provision of the Labour Law.

#### 38. **Customs**

(1) The QSTP Free Zone shall, in coordination with The General Authority of Customs of the State of Qatar, issue import and export instructions regulating the processes of importation and exportation of goods into and from the QSTP Free Zone and all matters related thereto.

(2) All issues of custom laws and rules not referred to in the QSTP Free Zone Law or these Regulations shall bear the meaning and interpretation as prescribed under the Customs Law and the directives issued by the Chairman of The General Authority of Customs of the State of Qatar.

### 39. **Export and import of goods**

All goods entering and leaving the QSTP Free Zone shall be treated as Imported Goods and Exported Goods respectively upon the signature of the QSTP Licensee or Restricted Licensee as importer or exporter, as the case may be.

### 40. **Jurisdiction of officials**

(1) All goods earmarked for the QSTP Free Zone shall remain sealed at the Customs Territory and be transported for the purposes of custom proceedings to take place at the QSTP Free Zone.

(2) All customs inspections, procedures and inventory of goods to be admitted to or removed from the QSTP Free Zone shall take place at the QSTP Free Zone by the QSTP Management, or its designee, in coordination with The General Authority of Customs of the State of Qatar.

(3) QF may designate an area in the QSTP Free Zone as the point through which all goods must enter or exit the QSTP Free Zone.

### 41. **Declaration of goods**

(1) Goods entering or exiting the QSTP Free Zone shall be admitted to the QSTP Free Zone pursuant to an application made by a QSTP Licensee or Restricted Licensee. Instructions issued by the QSTP Management shall prescribe the forms for the declarations and information to be included in the application, the documents to be attached thereto and any other provisions and procedures the QSTP Management deems necessary for the admission of goods into, or removal of goods from, the QSTP Free Zone.

(2) A cargo movement permit of goods subject to removal from the QSTP Free Zone or the Customs Territory shall be issued by the QSTP Management prior to its outward movement pursuant to an application made by the QSTP Licensee or Restricted Licensee. The QSTP Management shall issue instructions prescribing the conditions and procedures necessary to grant such a permit.

### 42. **Inspection of goods by the QSTP Management**

The QSTP Management may order the inspection of any goods entering the QSTP Free Zone, whether or not it has reasonable grounds to assume that such goods are not those that have been declared or are Prohibited Goods.

### 43. **Prohibited goods**

Unless specifically approved in writing by the QSTP Management (and accompanied by such licensing from the competent authorities in the State of Qatar as may be necessary), the following goods shall not be allowed to enter into the QSTP Free Zone under any circumstances:

- (a) spoiled merchandise;
- (b) flammable goods;
- (b) radioactive or nuclear materials or other Hazardous Materials;
- (c) weapons and war ammunitions of any type;
- (d) all types of drugs and their derivatives;

(e) merchandise whose origin or source is from banned countries as such may be designated from time to time by the State of Qatar;

(f) merchandise violating accepted standards of behaviour in the State of Qatar and the region; and

(g) merchandise violating the laws of the State of Qatar regarding intellectual, commercial, industrial, literary or artistic property.

#### 44. **Abandoned, prohibited and confiscated goods**

The QSTP Management shall be authorised to take any of the following actions as it elects in its sole discretion:

(a) store goods that have been abandoned, left unclaimed or sequestered by the QSTP Management under the terms of these Regulations;

(b) destroy, sell or otherwise dispose of abandoned goods; or

(c) confiscate and return to the original sender any Prohibited Goods.

#### 45. **Customs violations**

(1) The following shall be considered customs violations under these Regulations:

(a) admitting, exiting, possessing or transporting any Prohibited Goods;

(b) obstructing the duties of any of the QSTP Management's officials or officers in the exercise of their powers under these Regulations, including their right to search and inspect goods; and

(c) submitting false or forged documentation to the QSTP Management regarding the nature and identity of the Imported Goods.

(2) The QSTP Licensee or Restricted Licensee, as the case may be, shall be liable for any loss or damage arising out of committing any of the foregoing customs violations.

#### 46. **Tax exemption**

A QSTP Licensee shall adhere to the QSTP Tax Guidelines. Pursuant to the QSTP Free Zone Law, QSTP Licensees (and Restricted Licensees if explicitly provided for in the subject Restricted License) shall benefit from the corporate tax exemption provided the QSTP Tax Guidelines are adhered to.

#### 47. **Import and export duties**

As set forth in the QSTP Free Zone Law, no import or export duties of any kinds shall be levied on any goods of QSTP Licensees (and Restricted Licensees if explicitly provided for in the subject Restricted License) entering or leaving the QSTP Free Zone or the State of Qatar. For the avoidance of doubt, Exported Good to the Customs Territory shall be subject to customs duty.

#### 48. **Incomplete or inaccurate information**

A Licensee who fails to provide the information required under these Regulations or under any rules made under these Regulations to the QSTP Free Zone, or who provides information, which is incomplete

or inaccurate, commits a contravention of these Regulations and is liable to a fine to be determined by QSTP Management from time to time.

#### 49. **Fees and Fines**

(1) The QSTP Management will issue a schedule of fees and may update the schedule from time to time.

(2) An Applicant or a Licensee must pay any fee due to the QSTP Free Zone immediately upon or prior to the fee becoming due.

(3) Such fees paid by an Applicant or a Licensee are not refundable, save for any special circumstances which requires the QSTP Free Zone to intervene and decide otherwise.

(4) The QSTP Free Zone will issue a schedule of fines and may update the schedule from time to time, where the QSTP Free Zone may impose appropriate fines for a contravention of the provisions of these Regulations.

### **PART VIII**

#### **SUITS AND ACTIONS**

#### 50. **Good Faith Bar**

No suit or action shall lie against QF, the QSTP Board and the QSTP Management, or any person acting on behalf of them, in respect of anything done or omitted to be done in their official capacity in good faith.

#### 51. **No Foreign Suits**

Neither, QF, the QSTP Board, the QSTP Management, nor anyone acting on their behalf, shall be required to prosecute, defend or take part in any proceedings outside the jurisdiction of the Court.

#### 52. **Jurisdiction**

Unless otherwise agreed between the parties, all suits and actions between any parties (whether QF, the QSTP Board, the QSTP Management, a Licensee, the managing agents, if any, of the foregoing, or any other parties) concerning the applicability, interpretation and any other issue pertaining to these Regulations shall be referred to and settled by the lower and higher Court. All third parties, by submitting an application for Pre-approval, hereby submit to the exclusive jurisdiction of the Court and waive any claim of inconvenient forum.

#### 53. **Applicable Law**

Unless otherwise agreed between the parties, in the absence of provisions in these Regulations or any other regulations that may be issued by the QSTP Board, the laws of the State of Qatar shall apply in any disputes arising. Any applications made to the Court shall be done in the manner prescribed by the Qatar Civil Procedure Law. Orders made by a Court concerning these Regulations shall be enforced by the QSTP Management as orders made in an action pending therein.