
Public-private Partnership (PPP) in Algeria: Towards a Gradual Adoption of The Principle.

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Received: 05/2024

Published: 11/2024

Abstract:

The current economic situation in Algeria imposes several challenges to be overcome in a collective manner, affecting all spheres of society, public and private actors should demonstrate precaution, resilience, and flexibility to adapt to the current situation and find suitable solutions.

This is an important step towards involving national and foreign private economic operators in the financing, implementation and operation of projects of high importance for the national economy.

However, the absence of a legal framework specifically dedicated to public-private partnerships leaves economic partners perplexed, particularly foreign investors who are demanding more visibility and stability in the Algerian legal arsenal in terms of public-private partnerships.

Keywords: partnership, public-private, private financing, economic operators.

Introduction:

In the era of globalization, the future of Algeria will depend on its ability to adapt to the new data of international competition and its capacity to produce and sell in the best conditions of cost and quality. The upgrading of the world economy in general and public services in particular acquires, in this context, an imperative necessity through the rationalization of the optimization of organizational methods and the modernization of management methods.

Thus, faced with the economic crisis linked to the fall in oil prices which seriously affects the State's financing capacities and the inadequacy of the

institutional capacities of public operators, the public authorities must turn to the national and foreign private sector to restructure the national economy and develop public services which require the mobilization of capital and significant know-how provided by private operators within the framework of public-private partnership contracts (PPP).

The Algerian State found itself forced to resort to the public-private partnership contract model in several sectors, particularly in the field of hydraulics; however, an analysis of the related legal texts raises the question of the **nature of these contracts as well as their legal regime?**

I. The evolution towards the consecration of the principle

public - **private partnership** contract (PPP) , which is very topical today, appears to be the instrument for the transformation of public activity by allowing the State to refocus on its essential missions, to offload financial responsibility for public services to private entities which participate in the sustainable development of the State.

In this perspective we will proceed to the analysis of the evolution of the ppp contract (**section I**), in a second stage we will try to demonstrate the legal framework of said technique

1. The PPP technique: a public procurement mechanism

The public partnership contract makes it possible to entrust an economic operator or a group of economic operators with a global mission under private project management. When it is concluded by a legal entity under public law, it is an administrative contract by determination of the law subject to the same provisions as those applicable to traditional public contracts, with the exclusion of certain rules incompatible with the substance of these contracts: allocation, duration of the contract, price, financial execution of the contract.

Since it is by nature a contract with deferred public payment, the public-private partnership market involves mainly private financing for all the operations to be carried out.

constructed¹ works are made available .

Payment is called "deferred" because it remunerates, over the entire duration of the contract, all the services ordered by the buyer from the completion of the work. This method of remuneration assumes private pre-financing set up by the contract holder².

2. other ppp mechanisms

In the absence of a legal framework, specifically dedicated to public-private partnership techniques, the Algerian legislator is content with a few rules dealing with the subject in various legal texts, such as law n°23-12³ establishing the general rules relating to public procurement and executive decree n°18-199⁴ relating to the delegation of local public services.

A. Public procurement contracts

The public procurement contract is defined as a contract concluded for consideration by a public authority to meet its needs in terms of works, supplies or services, and within the framework of which the price is paid by the administration either in the form of a monetary payment or a waiver of revenue⁽⁵⁾. Also, the contract is executed at the sole risk of the public authority⁽⁶⁾.

The public-private partnership contract and the public procurement contract are distinguished on several levels: first, the particularity of the PPP contract is that it constitutes a method of financing mainly thanks to the fees collected from users. The element of remuneration from users therefore leads to ruling out any assimilation of the PPP contract with the public procurement contract in which

¹ POACONNIER Stéphane, Summary of public procurement law, Le Moniteur, Paris, 2017, p 143.

² Ibid , p 143.

³Law No. 23-12 of August 5, 2023 establishing the general rules relating to public procurement, JO No. 51 of August 6, 2023.

⁴Executive Decree No. 18-199 of August 2, 2018, relating to the delegation of public services, JO No. 48 of August 5, 2018.

⁽⁵⁾.Article 2 of Presidential Decree No. 15-247 of September 15, 2015 on the organization of public procurement and delegation of public services, JO. No. 50 of September 20, 2015. Repealed

⁽⁶⁾. WAKED Rita .The international administrative contract, LGDJ, Paris , 2013 . p245.

the remuneration of the co-contractor is directly collected from the administration (7).

So the main difference between the two contracts lies in the operating risk, which is the responsibility of the administration in the context of a public contract, but of the private co-contractor in the context of a partnership contract (8).

B. Delegation of public services

There are many distinguishing marks. First of all, the PPP contract appears to be a subsidiary contract which can only be used due to the complexity of the project or its urgency.

On the other hand, as soon as the public service is delegable, the public authority responsible for it can resort to the delegation of public service, without any special conditions.

The PPP contract generally entrusts the financing, construction and maintenance of a structure or equipment, while the public service delegation does not systematically include the financing and construction of the structure: the interested farmer or manager does not assume the cost of the initial works (9).

Consequently, some authors in Algeria believe that the public-private partnership contract could be assimilated to a public service delegation without taking into consideration the risk-sharing criterion which represents a determining distinguishing factor which must be the subject of a contractual clause and that a precise assessment of the risks must be made in the evaluation report, then within the framework of a competitive dialogue, to finally be translated into a mandatory clause in the public-private partnership contract.

Based on the above, it is deduced that it is necessary to distinguish between the PPP contract and the public service delegation, in particular the concession

(7). It should be noted that the remuneration of a public contract holder may consist of income from commercial activities or from the operation of the public service itself, see: MOREAU David : “the remuneration of the holder of a public contract by own income CP.ACCP. No.: 97.2010. P64.

(8). It should be noted that WAKED Rita considered that the Bot contract is not a public-private partnership contract, op.cit P246

⁹. Idem, p75 .

contract ⁽¹⁰⁾, especially since these two contracts are distinguished at the level of risk sharing, or the contract is supposed to operate an optimal distribution of risks between the administration and its co-contractor.

On the other hand, in the delegation of public service the total transfer of risks is carried out by the delegate.

II. The evolution towards specific regulation for PPPs

The Algerian legislator referred to public-private partnerships in the provisions of Article 37 of Organic Law No. 18-15 of September 2, 2018 relating to the Finance Law for the year 2018 which authorizes the use of public-private partnership techniques as follows; "the State may resort to total or partial financing of public investment operations within a contractual framework or partnership with a legal person of public or private law, in compliance, in particular, with the medium-term expenditure framework and the programs selected for the sector concerned". The analysis of this article allows us to identify the criteria for identifying PPPs(1) and to raise their legal nature(2).

1. The criteria for identifying ppp according to the provisions of article 37 of law n18-15

The criteria that identify public-private partnership contracts can be summarized in the following points: object of the contract, the holding by the private contractor of public authority prerogatives, and the sharing of risks.

A- Purpose of the contract:

It is now accepted that public service activity is a service activity ⁽¹¹⁾ consisting of the granting of services to users and integrating the individual interest of each user.

¹⁰. It should be noted that law no. 05.12 relating to water considered the public service concession and the public service delegation agreement as distinct means of managing the public water and sanitation service, however, this law did not consider the concession as a delegation contract, insofar as the public water service concession can only be awarded for the benefit of persons under public law, ZOUAÏMIA Rachid , The delegation of public service for the benefit of private persons, Belkeisse Edition, Algiers, p67.

¹¹. BRENET François : "Service concession contracts outside public service", The new concession law, Editions CREAM . Montpellier. 2016 p86.

This activity can take different forms, justice, post, water, gas, transport, roads, sanitation, household waste collection, etc. ()¹² and the identification of the activity subject to the PPP contract as being a public service activity which is a service activity is manifested in the second phase of the contract since in said contract and as it is designed, the first phase consists of the construction of an infrastructure taken in its material sense and taken over by the public person at the end of the contract⁽¹³⁾, and the second phase which gives rise to the operation of said infrastructure in the form of public service provision offered to users⁽¹⁴⁾.

B- The holding by the private contractor of public power prerogatives .

The prerogatives of public authority are attributed to the private person by the public person⁽¹⁵⁾, given that it carries out an activity of general interest⁽¹⁶⁾ and as the purpose of the PPP contract corresponds to a purpose of general interest, and given that the said contract grants the private co-contractor the right to collect fees from users, which constitutes, in the light of positive law, a prerogative of public authority⁽¹⁷⁾ while retaining the power of control throughout the execution of the contract of the public person.

C- Risk sharing :

Risk sharing must be the subject of a contractual clause, the PPP contract is supposed to ensure an optimal distribution of risks between the administration and its private co-contractor, each bearing the risks that it controls

¹²delegable local public services , see the instruction of the Ministry of the Interior, No. 006 of June 9, 2019 implementing executive decree No. 18.199 of August 2, 2018, JO No.: 48 of August 5, 2018 relating to the delegation of public service.

¹³. On the return of goods see: ZOUAIMIA Rachid , The delegation of public service for the benefit op.cit,p99.

- TERNEYRE Philippe : “The status of the assets of public service delegations after the ruling such as Douai , ADJA . 2013 P.724

¹⁴. WAKED.JABER,Rita op. cit p119

¹⁵. Idem237

¹⁶. On the activity of general interest see: AUBY.Jean François , Public service management contracts. LGDJ. Paris, 2016, P14.

¹⁷. Note that the holding of public authority prerogatives is no longer essential for the recognition of public service, according to the French Council of State, CE 22 July 1994. Municipal Office of Planning and Management of Allanche, No. 122 709. Rec. CE, p100.

best ⁽¹⁸⁾, schematically the risk would be decoupled into technical risk (design, construction, execution,) and commercial risk (operating risk), the first would be assumed by the company, the second by the administration ⁽¹⁹⁾.

2. The legal nature of PPPs

In this section, we will consider, based on the different elements that characterize the public-private partnership contract, classifying it within the existing legal categories ⁽²⁰⁾, in particular that of administrative contracts on the one hand (A) and that of international trade contracts (B).

A: PPP contract is an administrative contract

Considering the characteristics of the public-private partnership contract, it can be given the administrative qualification.

Indeed, two criteria are now required in order to give the contract its administrative qualification, an organic criterion ⁽²¹⁾ and a material criterion ⁽²²⁾. The latter is composed of two elements, one relating to the object of the contract and the other to its content ⁽²³⁾. In France, it was necessary to wait for the Epoux Bertin judgment for the alternative nature of administrative contracts to be expressly formulated: "that the purpose of the said contract is to entrust, in this regard, to the interested parties the very execution of a public service mission, then responsible for ensuring the repatriation of refugees, that this circumstance is sufficient, in itself, to give the contract in question the character of an administrative contract" ⁽²⁴⁾.

¹⁸. BOITEAU Claudie , Public service delegation agreements, Le Moniteur, Paris, 2007. P78.

¹⁹. MAJZA Beatrice , "The partnership contract and risk". CP. ACCP . 2006. No. 56. P60.

²⁰. WAKED. JABER Rita , op.cit P101

²¹. See article 800 of law n°08.09 of February 25, 2008 relating to the code of civil and administrative procedure, JO N°: 21 of April 23, 2008 "administrative courts are the courts of common law in matters of administrative disputes.

- They have jurisdiction, in the first instance and subject to appeal, in all cases in which the State, the Wilaya, the Municipality or a public establishment of an administrative nature is a party"

²².The administrative qualification of a contract in France is currently carried out by determining a text. See the order of June 17, 2004 which qualified PPP contracts as administrative contracts.

²³. WAKED. JABER Rita , op.cit P102

²⁴. CE. April 20, 1956, Bertin Spouses and Ministry of Agriculture. C/ Consort Grimoald and others www.conseil-etat.fr

In Algeria, the relationship between the two elements of the material criterion of the administrative contract has not yet been established by case law, given that the administrative qualification of a contract is based on the existence of the organic criterion ⁽²⁵⁾ which concerns the requirement of the participation of the public person as a necessary condition in order to give the contract an administrative nature.

In light of the above, to say that the material element required for any administrative qualification of the public-private partnership contract is present, requires that it have as its object the management and operation of a public service.

The administrative qualification of the contract relating to a public service has been established since the aforementioned Bertin spouses judgment ⁽²⁶⁾, that any contract whose object is to entrust the co-contractor of the administration with the very execution of a public service has, by its very nature, the character of an administrative contract. And the object of public-private partnership contracts relates to the contribution to the realization of the public service, and corresponds to an industrial and commercial public service "SPIC", however the practice of ppp contracts in Algeria has revealed the submission of this type of contract to the principles of public service known as the "Rolland laws", namely the obligations of equality, continuity and mutability.

Therefore, the administrative qualification company of the public-private partnership contract in Algerian law requires, on the necessity of the participation of the person of public law in the contract and that the private co-contractor be of Algerian nationality.

This criterion, described as classic, is based on a main idea relating to the nationality of the co-contractor, because the opposite case, that is to say the existence in the PPP contract of an extranational element, is sufficient to qualify the said contract as an international trade contract ⁽²⁷⁾.

B : PPP contract is an international trade contract

²⁵. Article 800 of law 08.09 op.cit

²⁶. CE. April 20, 1956, op.cit.

²⁷. WAKED JABER Rita, op.cit. P254.

If we have been able to establish that the PPP contract is an administrative contract, the analysis of the different doctrinal opinions ⁽²⁸⁾ reveals that the internationality of the contract is established by reference to two criteria, one is legal and the other is economic ⁽²⁹⁾.

1. The legal criterion:

This criterion, described as classic, is based on a main idea, that relating to the existence in the international trade contract of an extranational element or of an international legal relationship between the parties ⁽³⁰⁾.

Among the elements of foreignness which were retained by the Algerian legislator ⁽³¹⁾, the foreign nationality of the co-contracting company, the location of the property in question, the place of execution and the place of conclusion of the act, etc.

A- Economic criterion :

Algerian law has drawn heavily on French law, establishing the economic criterion to qualify a contract as international, by referring to the expression "**international trade**" within the framework of the legislative provision defining international arbitration.

This is how the 2nd ^{paragraph} of article 1039 of the code of civil and administrative procedure provided that : "international arbitration, within the meaning of this code, is arbitration which hears disputes relating to the economic interests of at least two States".

Following the above, we have noted the coexistence in positive law of two criteria of internationality of the contract. The first, legal, is based on the elements of foreignness of the contract, the second, economic, is based on the object of the contract consisting today in the calling into question of the interests of international trade.

²⁸. BATIFFOLHenri : Encyclopedia, Dalloz, international law, contract and convention, 1997, n°: 09. P564 "the contract is international if by the acts concerning its conclusion or its execution, or the situation of the parties as to their nationality or their domicile or the location of its object, there are links with more than one legal system.

⁽²⁹⁾ . WAKED.JABER Rita .op.cit , p259 .

⁽³⁰⁾ .Idem ;p260 .

⁽³¹⁾ . Order 75-58 of September 26, 1975 amended and supplemented, relating to the civil code JO N°100

However, PPP contracts are not recognized by the Algerian legislator, despite their existence in practice, there is an absence of a reference text which determines their legal regime, and we cannot speak of a common law of PPPs, if we admit that the law applicable to public contracts in Algeria is that of the public partner ⁽³²⁾.

However, the use of this technique via article 37 of law no. 18-15 above leads us to highlight a few remarks;

- Article 37 of the aforementioned law does not provide details on the areas in which the State can resort to public-private partnerships, leaving the way open to the government and the Algerian investment promotion agency AAPI to assess investment requests;
- The legislator also does not specify the terms through which public-private partnership contracts should be concluded. This leaves investors perplexed, particularly foreign economic partners who are demanding more visibility and stability in the Algerian legal arsenal in terms of private investment.³³

Unlike in France, the public-private partnership formula is limited to situations involving reasons of general interest such as urgency ⁽²⁾ which seeks to make up for a harmful delay or the complexity of the project constituted when the public person is not objectively able to define alone and in advance the technical means which can meet its needs or to establish the financial or legal structure of the project ⁽³⁴⁾.

So the term "partnership" refers to equipment or services requiring significant investments that are provided by the private individual. Therefore, private financing will only be mobilizable if the contract ensures very rigorous risk sharing throughout the necessarily long life of the contract. This implies that all parties "administrations, banks, operators" weave contractual relationships that precisely determine all the risks identified and which party takes charge of them,

³². AHMANE Kheira , The international water contract. Contribution to a study of public-private partnership, dissertation for the magisterium degree in public economic law, Faculty of Law. University of Oran, 2014, P10

³³BENHAMMA Abderrahmane, p 342

³⁴. LICHERE François , Partnership contracts: false novelty or true liberalization in the public community RDP , 2004, p1547

and that engage each in mutual participations or guarantees for the administration (35).

In France, the objective of the PPP contract in France was designed to resolve questions of financing and construction of works and does not primarily target the public service management activity developed from the work (36).

3. Analysis of the Algerian experience in PPPs

The Algerian State needs today, more than ever, to resort to public-private partnership techniques promoting an alliance between the public sector and the private sector and which could envisage:

- investment operations linking public and private capital.
- prepare a fluid and promoting business environment promoting the competitiveness of economic operators.

According to the economic literature, the decision to resort to a PPP can be based on three foundations: namely additional financing and benefiting from technical capacities developed by private actors.

According to the United Nations Conference on Trade and Development (UNCTAD) report published in July 2021, Algeria is the 4th African country in terms of public-private partnerships for infrastructure with a total amount of billions of dollars behind Nigeria 37.9 billion dollars and South Africa 25.6 billion dollars,

This means that the aforementioned law n°18-15 has not allowed a real take-off of PPPs in Algeria, only 4 projects are underway in terms of seawater desalination

- The construction and management of a seawater desalination plant
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³⁵. GUYLAIN Clamou r , OLIVIER François , The public-private partnership contract, vector of recovery, JCI administrative March 2009, p07.

³⁶. GUGLIELMI Gille J , The French concession and the emergence of new contractual forms. JCI Administration and local authorities No. 16 of April 16, P24.

- The construction and management of a seawater desalination plant

Indeed, the absence of a clear and specified legal framework has caused the following:

- exclusion of certain public persons such as local authorities.
- Lack of a central unit responsible for establishing and managing the national partnership programme.
- Lack of coordination between the different institutions, due to the lack of understanding of this new management mechanism.
- Flexibility identified and slowness of certain procedures relating to public procurement.
- Existence of certain public establishments, governing public-private partnerships.

The new law must necessarily cover;

- The creation of a national commission responsible for PPPs under the Prime Minister, empowered to develop a national strategy and an annual programme and to define the conditions and modalities for prior evaluation and negotiated procedures ³⁷.
- the broadening of the scope of application to local authorities, their groups and their organizations.
- Bringing the provisions of the law governing public-private partnership into line with those of sectoral laws.

Conclusion:

Since 2015, and by virtue of Presidential Decree No. 15-247 , Algeria has adopted two types of contracts which constitute traditional forms of association of the private sector in the management and modernization of public services.

³⁷ CHABOUNE Mounia, Public-private partnership, a sine qua non condition for economic recovery after the Covid 19 crisis, Sultan Moulay Slimane University, 2021, p 41 .
www.psychologyandeducation.net

More recently, new contractual forms have emerged which are commonly referred to as public-private partnerships, where public and private actors decide to act together to respond in the most effective way possible to a collective need by sharing resources, risks and profits.

At the end of the above, we note the absence of a reference text which sets out the general rules applicable to the PPP contract, which can only deploy its effects as a useful instrument of good governance and economic recovery when it is endowed with a legal nature and a legal regime enshrining its particularities.

Finally, a critical analysis of the effectiveness of public-private partnership contracts requires a careful examination of concrete achievements, especially in the field of seawater desalination.

If Algeria wishes to benefit from the advantages of the PPP contract, in particular: building a new infrastructure base, offering itself a financing technique which relieves the State, a transfer of know-how, etc. , it must put in place:

- A clear and coherent legal, legislative and regulatory framework favorable to investment, particularly foreign investment (guaranteeing competition and regulation of the markets concerned).

- Guarantee stability of fiscal and economic legislative policy.

- The requirement of the project company to involve local capacities in the design, execution and operation of the project.

- The requirement of the project company to purchase raw materials, production equipment and spare parts from local suppliers.

- The balanced distribution of risks and the establishment of an adequate administrative structure which deals with the project company, in particular for obtaining permits necessary for the construction and operation of the project.

Bibliography

¹ POACONNIER Stéphane, Summary of public procurement law, Le Moniteur, Paris, 2017, p 143.

² Ibid , p 143.

³ Law No. 23-12 of August 5, 2023 establishing the general rules relating to public procurement, JO No. 51 of August 6, 2023.

⁴ Executive Decree No. 18-199 of August 2, 2018, relating to the delegation of public services, JO No. 48 of August 5, 2018.

⁵ Article 2 of Presidential Decree No. 15-247 of September 15, 2015 on the organization of public procurement and delegation of public services, JO. No. 50 of September 20, 2015. Repealed

⁶ WAKED Rita . The international administrative contract, LGDJ, Paris, 2013. p245.

⁷ It should be noted that the remuneration of a public contract holder may consist of income from commercial activities or from the operation of the public service itself, see: MOREAU David : “the remuneration of the holder of a public contract by own income CP.ACCP. No.: 97.2010. P64.

⁸ It should be noted that WAKED Rita considered that the Bot contract is not a public-private partnership contract, op.cit P246

⁹ Idem , p75 .

¹⁰ . It should be noted that law no. 05.12 relating to water considered the public service concession and the public service delegation agreement as distinct means of managing the public water and sanitation service, however, this law did not consider the concession as a delegation contract, insofar as the public water service concession can only be awarded for the benefit of persons under public law, ZOUAÏMIA Rachid , The delegation of public service for the benefit of private persons, Belkeisse Edition, Algiers, p67.

¹¹ . BRENET François : “Service concession contracts outside public service”, The new concession law, Editions CREAM . Montpellier. 2016 p86.

¹² . On delegable local public services , see the instruction of the Ministry of the Interior, No. 006 of June 9, 2019 implementing executive decree No. 18.199 of August 2, 2018, JO No.: 48 of August 5, 2018 relating to the delegation of public service.

¹³ . On the return of goods see: ZOUAIMIA Rachid , The delegation of public service for the benefit op.cit,p99.

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¹⁴ . WAKED.JABER,Rita op. cit p119

¹⁵ . Idem237

¹⁶ . On the activity of general interest see: AUBY.Jean François , Public service management contracts. LGDJ. Paris, 2016, P14 .

¹⁷. Note that the holding of public authority prerogatives is no longer essential for the recognition of public service, according to the French Council of State, CE 22 July 1994. Municipal Office of Planning and Management of Allanche, No. 122 709. Rec. CE, p100 .

¹⁸. BOITEAU Claudie , Public service delegation agreements, Le Moniteur, Paris, 2007. P78 .

¹⁹. MAJZA Beatrice , “The partnership contract and risk”. CP. ACCP . 2006. No. 56. P60.

²⁰ . WAKED. JABER Rita , op.cit P101

²¹ . See article 800 of law n°08.09 of February 25, 2008 relating to the code of civil and administrative procedure, JO N°: 21 of April 23, 2008 “the administrative courts are the jurisdictions of common law in matters of administrative disputes.

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²². The administrative qualification of a contract in France is currently carried out by determining a text. See the order of June ¹⁷ , 2004 which qualified PPP contracts as administrative contracts.

²³ . WAKED. JABER Rita , op.cit P102

²⁴ . CE. April 20, 1956, Bertin Spouses and Ministry of Agriculture. C/ Consort Grimoald and others www.conseil-etat.fr

²⁵ . Article 800 of law 08.09 op.cit

²⁶ . THIS. April 20, 1956, op.cit

²⁷ . WAKED JABER Rita , op.cit. P254.

²⁸ . BATIFFOLHenri : Encyclopedia, Dalloz, international law, contract and convention, 1997, n°: 09. P564 “the contract is international if by the acts concerning its conclusion or its execution, or the situation of the parties as to their nationality or their domicile or the location of its object, there are links with more than one legal system.

²⁹ . WAKED.JABER Rita .op.cit,p259.

³⁰. Idem ; p260.

³¹. Order 75-58 of September 26, 1975, amended and supplemented, establishing the Civil Code JO No. 100

³³ . AHMANE Kheira , The international water contract. Contribution to a study of public-private partnership, dissertation for the magisterium degree in public economic law, Faculty of Law. University of Oran, 2014, P10

¹BENHAMMA Abderrahmane, p 342

³⁴ . LICHEREFrançois , Partnership contracts: false novelty or true liberalization in the public community RDP , 2004, p1547

³⁵ . GUYLAIN Clamou r , OLIVIER François , The public-private partnership contract, vector of recovery, JCI administrative March 2009, p07.

³⁶ . GUGLIELMI Gille J ,The French concession and the emergence of new contractual forms. JCI Administration and local authorities No. 16 of April 16, P24.

³⁷ CHABOUNE Mounia, Public-private partnership, a sine qua non condition for economic recovery after the Covid 19 crisis, Sultan Moulay Slimane University, 2021, p 41 .