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OVERVIEW

The World Health Organization has characterised the coronavirus (COVID-19) as a pandemic. As this is not just a public health crisis but one that will touch every sector, businesses, organisations and the legal community must also be prepared. This Resource Kit gives readers direct access to practical guidance that deals with the impacts of COVID-19 on a number of areas & industries: Employment, Commercial, Insurance, Transport, Banking & Finance, Immigration, Tourism, Tax and Civil Rights. The Kit also includes direct links to LexisNexis Global COVID-19 free Resources from the United States, UK, Canada, France & Australia and direct links to Law Firm COVID-19 Resources. A full COVID-19 Toolkit is available to subscribes on Lexis® Middle East[1 p.17].

Q&A - How to lead through change

GCC - by Changeosity

Overview

This is not the time for command and control leadership. Autocratic decision-making may help you immediately cope with COVID-19 emergency measures. However, if there is any legacy that comes from COVID-19 it is this; uncertainty is the new constant and leaders must embrace sustainable practices that future-proof their businesses from crises to come.

Curiosity, courage, collaboration and caring will insulate people and business from harm during these unprecedented times. It is a time to focus on long-term solutions to short-term disruption. Lead through change now and your people and your business will come through this stronger than ever into the Future of Work.

This Q&A with **Changeosity** should come as an inspiration to many, in this tumultuous time.

1. What does collaboration look like in practice?

- Communicate overall direction in a way that is meaningful to your team members.
- Trust your teams and delegate 'how' to the right people at the right time.
- Listen to your trusted advisers in order to have varied perspectives.
- Be clear about what you know, what you don't know and what you are doing to learn more.
- Your communication should be thoughtful, sensitive and frequent.
- Encourage cross-department and cross-team sharing of best practice to help solution development to real-time problems.
- Be open to course corrections without judgement or adverse reaction.
- Adopt abundance thinking; sustainable business practices will be your competitive advantage.

2. What does curiosity look like in practice?

- Acknowledge to yourself and others that your business is facing uncertainty and that change is necessary.
- Taking a risk-based approach, identify high risks and come up with a roadmap to address these as a priority.
- Critically assess your contractual risks arising from non-compliance or non-performance including whether contracts allow any relief from termination, payment obligations or other penalties and quantify these risks.
- Go far beyond 'low hanging fruit' when it comes to budget cuts; focus your lens on longer term needs as much as short term measures.
- Reach out to your customers and encourage risk transparency to start generating options for mutually agreeable solutions.
- Reach out to your suppliers and creditors to have open discussions about impact and to generate ideas to overcome any impasse.
- Critically assess your cash-flows, profit & loss and balance sheets to identify key triggers that may significantly impair liquidity and likely impact on accounts payable and receivable.
- Discuss issues and successes with your peers in the industry and beyond and seek input and support.

3. What does courage look like in practice?

- Stabilise your supply chain by adopting bridging strategies such as supply rationing, pre-booking logistics capacity, using existing stock and categorising high-priority status on orders.
- Prioritise your customer needs by focusing on their pain-points and offering them immediate solutions to assist with the adverse conditions they face.
- Also consider implementing immediate replacement arrangements such as low-cost outsourcing, automation and alternative suppliers.

- Have brave discussions with banks and creditors about re-scheduling debt, lease or other payment breaks etc to assist to alleviate pressure points.
- Optimise cost reduction measures and look at ways to improve cash positions through early divestment of non-core business.
- Re-negotiate credit terms, renew efforts to collect payments or create payment plans and proactively manage your cash-flows by pushing out creditors.
- Be open to challenging assumptions such as the speed or affordability of implementing automated solutions. Look for solutions that are resilient and future-proof.
- Think long-term minimization of payroll costs by putting in place solutions that create efficiency with the Future of Work in mind.

4. What does caring look like in practice?

- On any decision, consider the personal and professional challenges that employees and families are facing during this crisis.
- Encourage employees and stakeholders to openly discuss ideas, questions, concerns and fears, without repercussion.
- Financially incentivise your employees to adopt preventative and protectionist practices (not penalise them).
- Provide necessary support and resources to enable safe and productive home working.
- Consider a variety of leave options in a respectful and caring manner; sick pay, unpaid leave, annual leave, severance package, reduced hours / days by mutual agreement etc.
- Use clear and concise guidance papers for non-mandatory issues to assist employees to understand how to behave.
- Offer internal mentorship and coaching to assist employees to decide on path forward.
- Embrace the opportunity to fine-tine your flexible-working practices to better enable your business to move into the Future of Work.

Q&A - What will the legal landscape look like post COVID-19 and what should we expect from a business perspective?

by Charles Laubach, Mahmoud Abuwasel, Dr. Gordon Blanke, Taimur Malik, Wisam Al Sindi and Nouf Bannan

Insight on the GCC region by Wisam AlSindi & Nouf Bannan (Wisam AlSindi Law Firm, KSA)

- Following the outbreak of the COVID-19 in the GCC, many GCC countries took exhaustive precautionary measures to decrease its spread in order to mitigate as much as possible the legal and commercial consequences as well as potential losses that may arise accordingly.
- The COVID-19 have impacted and will continue to impact the supply and demand in many sectors. It already caused extreme challenges to all businesses especially in industries relating to aviation, retail, tourism, hospitality, entertainment, Hajj and Umrah, and real estate. Due to the suspension of work and the closing of borders, many employees are facing difficulties working which may consequently affect their income.
- Post COVID-19, many businesses will either try to sustain their cash flow by delaying investments and amending their business model or will file for liquidation or bankruptcy. In addition, such businesses will also seek to suspend the work of many employees in order to decrease their costs. In the cases of liquidation, companies will be forced to terminate all employment contracts accordingly which will increase the unemployment rate.
- As such, the GCC legal landscape following COVID-19 will be comprised of many employment disputes regarding the legality of their employment contracts termination. In addition, businesses filing for liquidation or bankruptcy will seek the assistance of lawyers to efficiently complete the procedure and ongoing businesses will seek for many legal advices on all suspended agreements due to COVID-19 and the appropriate method for continuation.
- Further, the most affected industries by the COVID-19 such as aviation, tourism, and hospitality will need the assistance of lawyers for the filing of claims regarding any losses and damages they incurred that could be potentially reimbursed. Many parties to different kinds of agreements will seek advice to understand the mechanism of either terminating the agreement or the amendment thereof to ensure its application without further damages. Additionally, parties who failed to agree to suspend their agreements will also seek to file claims to the competent authority chosen to adjudicate their disputes in order to either terminate or amend their agreements.
- For companies in connection with Hajj and Umrah, if the government of Saudi Arabia did not lift the suspension of entrance of pilgrims within a reasonable time before the commencement of the Hajj season of 1441H, many signed agreements relating to Umrah or Hajj services such as catering, lease and other services shall be terminated. In such cases, the parties to these agreements will need to seek legal assistance to arrange any required post termination consequences.

- The GCC will face many challenges post COVID-19 in which some may not be mitigated and others may not be irreparable but hopefully with efficient legal assistance and the application of sufficient business precautions and restructuring, such challenges can be resolved.

Insight on the GCC region by Taimur Malik (Clyde & Co, UAE)

- The challenges being faced by local law firms and sole practitioners in the region during this time of crisis will result in widespread adoption of proper technology infrastructure by legal practitioners in the region. This will lead to better protection of client documents and improved delivery of legal services.
- The remote work arrangements being necessitated now will result in increased acceptability for flexible and remote work arrangements. This would eventually make the profession accessible to a wider workforce and may also result in reduced overheads and costs for law firms.
- Courts and arbitration centres will introduce and adopt e-dispute resolution services. We are already witnessing electronic submission of documents and hearings through video links taking place in some instances. This would enable registered practitioners to work across the region without having to travel as frequently as currently required.
- The corporate services work related to companies is likely to be computerized completely and this should save a lot of time which is currently spent by young lawyers and company secretaries at the offices of relevant Ministries, Capital Market Authority offices, Notary Public offices and Free Zone authority offices.
- The legal work force is likely to become more inclusive because of implementation of remote and flexible work arrangements, improved IT infrastructure at most firms and introduction of e-dispute resolution services.

Insight on the UAE by Charles Laubach (Afridi & Angell, UAE)

The Iraq invasion and occupation of Kuwait in 1990 changed the landscape in the region considerably. But one change that no one saw coming was the opening of the region to media and broadcasting. For the first time, viewers in the UAE were given complete access to foreign news broadcasts. When the crisis was over, the UAE opened further to entertainment and sports broadcasting. Of course, today the UAE is a regional leader in all areas of media, both traditional and electronic.

The COVID-19 crisis is now thrusting upon the UAE new ways of living and working. Is this an inflection point or a bump in the road? I expect that it is an inflection point in two respects, and that the UAE will lead the way in both:

- It will catalyse the use of electronic documentation. We already know that reliance on physical documents is expensive, inefficient and insecure. Now, it will also be exposed as unnecessary as we are required to make use of work-arounds. The UAE will move to reliance on electronic documents and electronic authentication for all purposes.
- We will experience working from home and learning from home. The applications that enable this will be made permanently available.

We also predict, less confidently:

- Workplace managers will move from supervising clocking in to supervising productivity.
- The need to commute to the workplace will decline.
- There will be more scope than ever for freelancers working in the gig economy.
- We will see even more flexi-desks.

Insight on dispute resolution services across the GCC by Dr. Gordon Blanke (Blanke Arbitration, UAE)

- The COVID-19 pandemic is anticipated to impact arbitration as a preferred form of commercial dispute resolution at both a procedural and a substantive level. Such impact will likely be felt across the board, affecting both onshore arbitrations seated in one of the GCC's more trusted places of arbitration, such as Dubai, and freezone arbitration seated in the DIFC, the ADGM or the QIFC. This is in particular due to the disruptive effect of the virus on regional and international travel and on the continued provision of cross-border trade and services in all industry sectors.
- With regards to procedure, the interaction between tribunals and the parties will be prompted to move entirely online, in-person meetings between relevant stakeholders becoming too high-risk in a highly contagious environment. This might initially pose challenges, but these will be short-lived. GCC telecommunications networks are generally well developed and offer access to electronic platforms that facilitate the holding of virtual case management conferences and hearings without the parties, the witnesses or tribunal members having to be present physically in one location. The ADGM Arbitration Centre in Abu Dhabi, in particular, provides state-of-the-art hearing facilities for hosting procedural meetings and hearings that facilitate the remote participation of both party counsel and witnesses, whether fact or expert. The risk of contagion will also promote the electronic submission of pleadings, evidence and hearing bundles. In this sense, virtual hearing venues and the use of artificial intelligence at all levels of the arbitral process will increase exponentially.

- As a result, care will have to be taken to sensitise the local courts to novel practices of oath administration (e.g., by video-conferencing) in an attempt to comply with the prevailing mandatory requirements of the laws of evidence that continue to apply to the taking of fact and expert witness testimony in the region. Such practices will receive support from more modern-worded regional arbitration laws, such as the 2018 UAE Federal Arbitration Law (Federal Law No. 6 /2018), which expressly authorises the remote participation of parties and experts in hearings before the tribunal. In a similar vein, the increased use of information technology across the arbitral process will arguably relax requirements for the overly formalistic physical execution of arbitral awards in favour of electronic signatures, which – according to some commentators – are already permitted by a literal reading of Federal Law No. 6/2018.

- At a substantive level, we will see a surge in disputes in all industry sectors, especially those with a cross-border element, such as aviation, maritime, and those resulting from a disruption of the local supply chain, such as in the domestic construction industry. Depending on their precise nature, some of these might be brought in commercial, others in investment arbitration fora of either regional (e.g., OIC, Arab Investment Agreement) or international (e.g., BITs with regional, GCC membership) reach. In either of these fora, to what extent COVID-19 constitutes an event of force majeure or an unforeseen circumstance within the meaning of the applicable civil codes or public international law will become hotly debated questions at the heart of any dispute.

Insight on e-dispute resolution services in the UAE by Mahmoud Abuwasel (Wasel & Wasel, UAE)

- On 18 March 2020, due to the Coronavirus, all hearings at the three stages of the Dubai Courts (Primary, Appeals and Cassation) were adjourned until 16 April 2020. Other courts systems (such as the Abu Dhabi Courts) are also taking precautionary measures in reducing foot traffic to courts, permitting access to relatively only litigant representatives.

- As travel is hindered, staff work from home and general work routines (domestic and global) are disrupted, parties to litigation should consider options for managing trials via e-litigation strategies and technologies pursuant to recent developments in Emirati legislation.
- Law firms in the UAE are expected to adapt their court pleading standards to comply with Ministerial Decision No. 259 /2019 and Ministerial Decision No. 260/2019 on e-litigation and are continuously submitting interim applications to apply e-litigation procedures to on-going court cases (whether at the civil, trade, tax, or administrative circuits).
- Brick-and-mortar court hearings have been stayed, and as the que for e-hearings grows, we are protecting our clients' interests and are advising conscious litigants to get ahead of the curve and schedule their e-hearings before the line-up on video-conference facilitation builds up.

- Ministerial Decision No. 259/2019 and Ministerial Decision No. 260/2019 were issued to regulate e-litigation procedures. Ministerial Decision No. 260/2019 regulates electronic proceedings in civil procedures, whilst Ministerial Decision No. 259/2019 does so for criminal procedures. The Decisions regulate the following:
    - Requests for application of e-litigation procedures instead of standard brick-and-mortar litigation.
    - Electronic filing and electronic signing of pleadings and applications.
    - Liaising with the case management office electronically.
    - Electronic summons and notifications of parties.
    - Virtual attendance of litigants, their representatives, witnesses, and experts.
    - Virtual hearings and electronic minutes of the hearings.
    - Confirmation of agreements and consents during virtual hearings.
    - Submission of evidence and validation of evidence in virtual hearings.
    - Appointment and reliance on translators for litigants for e-litigation procedures.
    - Electronic filing of petition order requests, and petition order e-issuance.
    - Electronic issuance of writs of execution (enforcement orders).
    - Digital judgments (with digital signature by the presiding judge or Head of the respective circuit).

Prior to the Decisions regulating the process, e-litigation in the UAE was first introduced on 18 September 2017 with the issuance of Federal Decree-Law No. 10/2017 (the “e-Trial Law”). The e-Trial Law made amendments to the Civil Procedures Law issued by Federal Law No. 11/1992. The e-Trial Law introduced in Title 6 in Book 3 of the Law under the name of "Use of Remote Communication Technology in Civil Procedures'" Articles 332-343 of Federal Law No. 11/1992 address the new e-Trial system.

- Court summons in e-litigation can now be conducted by the plaintiff directly to the defendant via email (or any other form of modern communication subject to Court approval) as opposed to the summons being handled by a courier service under the administration of the Case Management Office. The form of direct summons between litigants digitally has different requirements, failing to comply with which may grant opposing counsel grounds to void the procedures.

- Moreover, each Case Management Office has a different set of standards to accept email correspondence, such as the domain address and sender email, whether the email can be a person's personal email address or whether it must be a generic corporate email (such as ‘info@...' or ‘admin@...').
- Another byproduct of the manifestation of e-litigation is the focus on the right for corporates to represent themselves without having to engage counsel, under Article 26 of the Bylaws to the Civil Procedures Law, which is becoming easier to realize in the current realm of e-litigation.
- Post COVID-19, we can imagine that many clients and practitioners will continue to take advantage of these seamless new digital processes, particularly general counsel who opt to litigate directly before the courts via distance (using email, etc.) without having to engage external counsel.

Q&A - Property law & COVID-19

UAE - by John Peacock

A distinction must be made between Residential and Commercial leases and each one will be dealt with separately hereinbelow where necessary.

1. Do landlords or tenants have any obligation to report the virus (to each other) under their lease?

a. Commercial Properties:

- Landlord's Obligations
  - It is generally more common in a commercial circumstance for the landlord to own/manage the entire facility rather than just individual units. In this case should one of the units within a multiple unit facility have a confirmed case of COVID-19, the landlord would be under an obligation to inform all tenants and to subsequently close the entire premises and disinfect same.
  - The landlord would further be under an obligation to inform the authorities given the situation with COVID-19.
- Tenant's Obligations
  - The tenant in this instance would be under an immediate obligation to close his store and also immediately notify the landlord.
  - The tenant would also need to ensure that the people (staff and visitors) present in the store at the time and even over the last fortnight were notified of the case and their identities (if known) would need to be brought to the attention of the landlord so that necessary arrangements can be made to have their identities disclosed to the relevant authorities for necessary steps to be taken.

b. Residential Properties:

- Landlord's Obligations
  - The landlord would be under an obligation to inform any potential tenants that there was recently a case of COVID-19 either in the building and most importantly, if it was located in the residential unit immediately prior to the potential tenants occupation, should the landlord have been aware thereof.
  - Should the Landlord be aware of COVID-19 in the building and have a current tenant, they should also notify this tenant thereof. This however, is unlikely to be an established duty of care that the landlord owes a current tenant to the same level as he would be obliged to disclose it to a new tenant.
- Tenant's Obligations
  - The tenant would be under an obligation to notify the landlord in the event the tenant is vacating the premises, or if the landlord will be visiting, or in the case of routine maintenance required, whereby the landlord would arrange for same. The tenant would have an obligation to advise any visitors to the premises that there is an incident of COVID-19 on the premises.

2. What rights do tenants have where a landlord decides to close down the building to prevent the spread of the virus?

a. Commercial Properties:

- Should the closure be government mandated, then there is nothing the tenant can do but to comply, such as in the current case where the UAE government has announced the forced closure of malls to prevent the spread of CoVid-19, however the tenant can claim force majeure as a defense against the payment of rent to the landlord due to the landlord's impossibility of performance.

- Should the closure be enforced by the landlord, it is likely the tenant would be able to challenge this decision of the landlord, and should rental be claimed by the landlord, the tenant may be able to claim non-performance of the landlord in terms of the contract to have a reprieve from payment of the rent for any period that the tenant has not had access to the premises.

b. Residential Properties:

- A tenant can challenge any such directive from the landlord to close any residential premises and the landlord will not be permitted to restrict entrance by tenants to their residential units or evict tenant from their apartments for this reason.

- The landlord (if he had right to do so such as in the case the landlord owned the entire building) could restrict visitors and non-residents from entering the building for non-essential reasons and the tenant would not be able to challenge this decision.

3. What rights do landlords have where a tenant decides to "close up shop" in order to prevent the spread of the virus?

- In the event that a tenant elects to "close up shop" on his own accord, the landlord will still have a claim for rent and the tenant would not be able to use force majeure as a defense to the claim for rent, unless the tenant can prove that when applying an "objective test" to the circumstances, a reasonable person would also have made such a decision due to the threat or risk of contamination of the tenant or the tenant's employees.

- Where the landlord has a claim for "turnover rent" and the tenant does not conduct business in accordance with the provisions of the tenancy agreement, such as being open for certain hours, etc., then the landlord would have a claim for damages to the extent of the landlord's lost income based on the reasonable anticipated turnover of prior turnover records.

INSIGHT- Measures taken by Saudi Arabia to combat COVID-19

Saudi Arabia - by Dr. Qaisar H Metawea and Lamisse Bajunaid

Overview

Saudi Arabia has been proactively initiating precautionary measures against COVID-19 since March 2020. The measures have initiated reforms in the operations of government services, employment practices, the role of financial institutions during crises, and financial incentives.

Analysis

- In terms of governmental services, most of the public sector has been obligated to work remotely, which has led to active reform in online services. Governmental authorities have not only continued to provide their services online, but have launched new online services, such as the increase of power of attorney authorities available online and announcement of online court hearings issued by the Saudi Ministry of Justice Circular No. 87/11 and Saudi Ministry of Justice Circular No. 88/11 dated 11/03/2020 (see ANNEX). Some authorities, such as the Saudi Authority for Intellectual Property and the Saudi Bar Association have also shifted to providing online seminars and workshops.

- The precautionary measures have also impacted the private sector. The Ministry of Human Resources and Social Development issued instructions that apply where employees do not need to attend at the workplace to conduct their jobs, including:
    - 1) Employees at head offices must work remotely.
    - 2) Entities in the private sector must decrease the number of employees attending at their branches and other facilities to the minimum required limit in order to facilitate the entity's work, provided that the number of employees attending the place of work must not exceed 40% of the number of employees employed by the entity. Entities may apply to the competent authorities to increase this percentage.
    - 3) Where employees must attend at the workplace, or the employer provides housing for the employees, the employer must abide by the precautionary measures enforced by the Ministry of Health.
    - 4) There must be sufficient space between each employee in attendance at the workplace.
    - 5) Entities must enforce a disclosure mechanism that requires its employees to disclose an increase in temperature, coughs, difficulty breathing, exposure to the virus, or arrival from travel, and a notification mechanism to notify the authorities in this case.
    - 6) The instructions above shall not apply to activities relating to the provision of food, medicine, treatment, and logistics services provided to the end consumer.

- 7) Some employees, such as those who are pregnant, over 55 years old, or oncology patients, must be granted mandatory sick leave (which must not be deducted from the employee's annual leave credit).

Finally, the Ministry supplemented Saudi Ministry of Human Resources and Social Development [2 p.17]Decision No. 120453 /143[2 p.17]8 dated 19/09/2017 governing remote work with the issuance of an official guide[3 p.17] on remote work during COVID-19.

- The Saudi Arabian Monetary Authority has also issued SAMA Circular No. 41051339/1441 dated 29/03/2020,[4 p.17] which mandated the obligations of banks towards individuals and the private sector during this crisis, including an obligation to contact clients from the private sector who are harmed by the precautionary measures to offer amendments or restructuring of loans, implement plans to continue to pay employee wages such as short term loans, and inform SAMA immediately of these measures. In addition, the circular obligates banks to suspend online service fees and other charges and suspend the repayment of individual loans for a period not less than 6 months.

- Finally, the Ministry of Finance, the General Authority of Zakat and Tax, and the General Organization for Social Insurance have also responded to the COVID-19 crisis by implementing financial incentives. The Ministry of Finance has launched an initiative to mitigate the effect of the pandemic, which includes enabling employers to obtain refunds of work visa fees, postponing the collection of customs duties, service fees, and municipal fees. GAZT has implemented a program until 6 June 2020, which includes waivers of fines and penalties, granting applicants unrestricted Zakat Certificates for the year 2019, suspension of seizures, unconditional acceptance of payments by instalments, and acceleration of refund payments. In addition, GOSI has waived the penalties for late payments of entitlements due in March and April 2020 and has announced that it shall resume the penalties on 15 May 2020.

In conclusion, even though many of the above reforms are effective temporarily during the crisis, it is likely that at the end of the crisis, both the public and private sector will have accumulated extensive experience in technological tools to work remotely and efficiently.

ARTICLE - UAE insolvency landscape post COVID-19 pandemic

United Arab Emirates - by Peter Bowring

Overview

With the COVID-10 pandemic, which is already having and predicted to have a further significant impact on the UAE economy, we can expect to see several businesses being driven to build strategies which include financial recovery, restructuring and insolvency. This article will explore whether the current insolvency framework across the UAE can manage such demand, whilst delving into what the legal framework could possibly look like post pandemic.

The current UAE insolvency framework

The UAE's current federal insolvency regime is a new standalone law of 230 Articles (Federal Decree-Law No. 9/2016 as amended by Federal Decree-Law No. 23/2019). It provides for three heavily Court reliant procedures and a fourth procedure under the auspices of a newly established Financial Restructuring Committee (FRC) as follows:

- (i) a voluntary preventive composition procedure which is a lightly Court regulated process for solvent businesses facing liquidity issues.
- (ii) a rescue / rehabilitation procedure which kicks in after insolvency and where the Court appoints an expert / trustee to run the insolvent business.
- (iii) a last of the line insolvent liquidation procedure which, as you would expect, involves the winding up of the business and distribution of its assets; and
- (iv) a FRC lead out-of-court procedure originally aimed at financial institutions of the “too big to fail” type but recently expanded to include all “regulated” businesses.

In tandem with these procedures, the new bankruptcy law introduced a new insolvency test of “Over-indebtedness” defined as where “the Debtor's Assets, at any given time, do not cover the Debtor's liabilities" which basically adds a balance sheet test of insolvency to the existing cash flow test which is rather arbitrarily defined as when a business is unable to pay its debts within 30 days of them falling due.

Whether a business in financial difficulties finds itself in the voluntary preventive composition procedure in (i) above or (ii) the rescue / rehabilitation procedure in (ii) above is largely dependent on the cash flow insolvency test since, if its debts are less than 30 days unpaid, it will find itself in the voluntary preventive composition procedure in (i) above whereas, if its debts are more than 30 days unpaid, it will find itself in the rescue / rehabilitation procedure in (ii) provided, of course, that it is capable of rescue.

If the business isn't capable of rescue, then it will be heading for liquidation and distribution of assets. Note that the two procedures are mutually exclusive although if during a solvent composition a debtor is unable to pay its debts for more than 30 days, the composition procedure will convert to the insolvent rescue / rehabilitation procedure.

The current law was introduced to streamline and provide strict time limits in order to transform the pre-Federal Decree-Law No. 9/2016, which was not a standalone insolvency law, but 255 Articles contained in the Commercial Code (Federal Law No. 18 /1993). Further, it was intended to be a step towards a more debtor friendly "rescue culture" driven regime where a debtor would be able to pre-empt a last of the line liquidation and distribution of assets by restructuring early with the assistance of the breathing space granted by a Court ordered moratorium. Finally, it was designed to de-stigmatize business failure by repealing certain previous insolvency-related criminal offences; most notably the criminalization of bounced cheques and "bankruptcy by default" (where the debtor did not file for bankruptcy within 30 days of the onset of insolvency).

In summary, the current law sought to improve the legal framework for entrepreneurs, small businesses and risk takers with the aim to "develop and support the UAE economic system" as His Highness Sheikh Khalifa bin Zayed Al Nahyan stated when Federal Decree-Law No. 9/2016 was introduced.

Effectiveness of the current regime in the wake of COVID-19?

How effective is the current law likely to be in the wake of COVID 19?

Unfortunately, the answer is likely to be not very effective at all, for the following reasons:

- (i) it does not cover partially or wholly owned state businesses unless they opt in. This leaves a huge gap in the regime given that most bigger businesses in the UAE have some degree of governmental control and, for example, in the last crisis this lead to the need for a special tribunal to be set up (Dubai Decree No. 57/2009) to deal with disputes related to the financial position of Dubai World;
- (ii) secured creditors are not bound by the proceedings. There ranking remains the same and effectively if they have security over the businesses principle assets (as typically they do) then they can take the heart of the business out making it impossible for enough blood to pump round to keep the rest of the business alive. This severely hampers the effectiveness of the current insolvency regime in practice;
- (iii) it is purely a court driven procedure. Whereas early drafts of the current law provided for a private out-of-court procedure for companies in financial difficulty but not yet insolvent, in line with international trends in insolvency law including Chapter 11 in the US and Administration in the UK, regrettably, no out-of-court procedure has up until now been introduced. This hinders the reaching of consensual out-of-court settlements at a time when many businesses need them most and where they therefore often face a stark choice between the dictates of the banks out-of-court or putting themselves at the mercy of the Court;
- (iv) in terms of the Court itself, there is in fact no specialist Bankruptcy Court despite the current law being very procedurally heavy given the process depends on Court appointed experts / trustees and Court approval at every stage; and
- (v) for cross border businesses, there is no recognition of cross boarder insolvency or the UNCITRAL Model Law on Cross Boarder Insolvency meaning that whatever happens in the lead insolvency jurisdiction may not make any difference to the proceedings in the UAE as in practice the UAE Courts typically seek to asset their own jurisdiction including measuring the result of the outcomes in other jurisdictions against the barometer of UAE public policy.

With respect to (iii) above, in line with international trends in insolvency law (in particular Chapter 11 in the US and Administration in the UK), early drafts of the current law did provide for a private out-of-Court procedure for companies in financial difficulty but not yet insolvent. Regrettably, no such procedure has as yet been adopted so debtors remain very much in the hands of the lender out of court or in the hands of the Court appointed experts / trustees if they are brave enough to throw themselves on the mercy of the Court.

In summary, the current UAE insolvency regime is insufficient when faced with a crisis of the magnitude of the current pandemic. Indeed, even before the coronavirus pandemic, many troubled business owners were failing to use the current insolvency regime; presumably due to reluctance to engage with the Courts.

As we have seen, over the last few years, several reforms have been made to address some of the issues the old regime faced. However, the current insolvency regime still endures two fundamental draw backs. First, it depends on the Courts procedurally. Second, many of the reforms to date have been partial, for example, the decriminalized of bounced cheques is only during insolvency proceedings.

Emergency reforms to help deal with COVID-19

The existing insolvency framework simply isn't going to be adequate to deal with the current pandemic. What needs to change? In my view, the legal landscape needs to consider adaption post pandemic, as follows:

- (i) removing all criminal penalties connected to insolvency - both before, during and after the bankruptcy proceeding except in case of clear criminal fraud;
- (ii) creation of a new out-of-court solvent and insolvent restructuring procedures – these should be modelled on Chapter 11 in the US and provide a statutory framework for an out-of-court consensual restructuring with a moratorium rather than a purely a court driven process. This procedure would need to allow for the reaching of consensual settlements without court intervention but the cramdown should be such that secured and unsecured creditors are bound. At the same time, to allow for business continuity, the distressed company's management should continue to be allowed to trade on unless there is evidence of clear mismanagement which the existence of an unforeseen pandemic is clearly not evidence of;

- (iii) a new specialist bankruptcy / insolvency Court - backed up by good support and specialist training for the judiciary in order for them to deal with those cases where an out-of-court settlement is not possible in as expeditious manner as possible;
- (iv) application to partially or wholly owned governmental businesses unless they opt out; and
- (v) the recognition of cross boarder insolvency.

The measure of an insolvency system is tested during times of challenge and crisis, similar to the current pandemic. The current UAE insolvency regime will need further transformation and realignment in order to manage serious but temporary disasters such as COVID-19. Emergency legislation on the lines set out above is required to assist businesses in the UAE, in order for them to work through their financial difficulties without the need to cede control to the Courts.

ARTICLE - Amendments to article 17 of the Kuwait Law of Civil and Commercial Procedures

Kuwait - by Dr. Tala Aladwani

Overview

Article 17 of Kuwait Decree-Law No. 38/1980 promulgating the Law of Civil and Commercial Procedures states:

"*In the case when Cabinet decides to stop or suspend work in the state public entities for the purposes related to public security, public security, public health or the public interest of the state, the period during the suspension or stoppage do not count within the procedural time as provided in the related laws and regulations, which will be presumed on the day of work determined by the Cabinet.* "

The context of the explanatory notes

Due to the announcement made by the WHO that the outbreak of the Coronavirus (COVID-19) is a global pandemic alongside the procedural actions taken by most of the states, the Cabinet in Kuwait has decided to stop works within all public entities, schools and universities, including airports and navigation lines to restrict the outbreak of the pandemic. There are no provisions within the general rules in the civil and commercial codes to regulate the statutory duration in the case of disasters, crises, epidemics, or any force majeure, such as, wars, emergencies, natural disasters, crises and disturbances in order to stop and resume such activities at the end of the crises, disasters and epidemics. This is to avoid the loss of rights of the state and individuals for bringing an action, lawsuit or appeal in order to prevent a floodgate of disputes that may be attributed by the aforementioned events. Furthermore, this is in compliance with the principle of equality according to Article 29 of Kuwait Law No. 0/1962 Constitution of the State of Kuwait.

Therefore, an amendment is needed on Article 17 of Kuwait Decree-Law No. 38/1980 to be applied to all civil and commercial procedural laws on a retroactive basis from 12/03/2020, as per Article 179 of Kuwait Law No. 0/1962.

Analysis

Since the closure of the Kuwaiti courts and the announcement of the closure of all public entities, some of the Members of Parliament have submitted a bill containing a proposal to amend the provisions of statutory periods given by the related laws. On 22/03/2020, the bill became law retroactively from 12/03/2020. The revised legislation made changes that could stop the statutory period given to pursue a legal action or appeal during the closure of court due to the outbreak of Coronavirus when the government of Kuwait announced the shutdown of the public entities and premises, including courts. The amended provision to Article 17 of Kuwait Decree-Law No. 38/1980 allows extra-ordinary measures during the emergency events to stop all statutory periods in which appeal or action to claim can be pursued. It would remain in force until the government announce the return to work of the governmental entities with which the statutory period will resume. The power in the provision would only be used when strictly necessary and would remain in force only for as long as required in response to the crisis.

The new provisions may cause some problems in the future. When the government resumes work, courts will be overfilled with disputes. The provision is silent with regards to whether or not retired judges should return to work to help after the emergency, in order to reduce the load on the current judges. There are multiple sections which, if applied, would aim to reduce the pressure on other frontline sectors, for example by the use of audio and video links in courts.

Academics and scholars have shown resentment towards the ill drafting of the new provision. It is believed that the provision should be redrafted or clarified to include areas of law, such as, administrative law, administrative law or even labour law, especially given that the drafter did not give any further guidance nor introduced secondary legislation to this effect. It can be suggested that the judicial period should not be presumed on the first day of work as per the instruction of the Cabinet, rather after 30 days from the first day of work. This is essential in order to avoid potential congestion in courts on a first-come-first-serve basis.

It must be mentioned that there was precedent for this kind of long-term closure of courts during the Iraqi invasion. However, should the emergency events take longer than expected, the court, without provisions to open the courts with reduced staffing, may not be able to reopen again, at least, on restricting hearings to emergency matters involving the violation of the lockdown rules imposed by the government as part of the emergency procedures. Perhaps courts can reduce staffing to a "skeleton crew" of one judge and a handful of staff and court officers.

It is well known that the Coronavirus may close businesses and agencies for weeks or months, including courts. Nonetheless, it is essential for individuals to realize that courts are unique and just as important as other government entities. Courts must come next after police and hospitals in terms of maintaining an orderly society. Courts should not be closed for longer than a reasonable period, even if schools and other public services do not reopen.

It is important to mention that the circumstances surrounding the Coronavirus are changing rapidly. Thus, action, such as closing courts for a long time, might seem logical now but may seem imprudent a short time later.

CASE FOCUS - Catching COVID-19 deemed force majeure by French court

France - by Prof. Luc Grynbaum

What happened?

On 12 March 2020 the Colmar Court of Appeal classified, in one of its rulings, the COVID-19 pandemic as a situation of *force majeure* (Colmar, 6th ch., March 12, 2020, N ° 20/01098[5 p.17]).

An action on the administrative detention of a foreign person (M. A. X) affected by COVID-19 was brought before the Court. M. A. X could not attend the hearing in person because he had been infected with the COVID-19 virus.

The Court of Appeal stated:

"The appellant, M.A.X., could not be brought to the Court of Appeal due to the exceptional and insurmountable circumstances amounting to force majeure, related to the ongoing COVID-19 pandemic. Indeed, we were informed at the end of the morning that a foreigner detained at the CRA in Geispolsheim showing symptoms of this virus was being screened and had in particular been in contact with the staff of the Order of Malta for a one-hour interview. The staff of this association is therefore subject to confinement for 14 days. Due to the simultaneous presence in this centre of this person and of M. A .X who, himself, was also assisted by the staff of the Order of Malta for the drafting of his act of appeal, the person concerned may have also been in close contact with the foreigner likely to be infected with this virus.

Consequently, these exceptional circumstances, resulting in the absence of M. A. X from today's hearing, take on the character of force majeure, being external, unforeseeable and unavoidable, given the time limit imposed for a judgment and the fact that, in this delay, it will not be possible to ascertain the absence of risk of contagion and to have an escort authorized to drive M. A. X to the hearing.

In addition, the CRA in Geispolheim indicated that it did not have the equipment to enable M. A. X to be heard by videoconference, which means that such a solution is also not possible for this hearing.

Consequently, the hearing takes place in the absence of M. A X, whom Maître F G-H, attorney member of the Colmar bar, officially appointed, agrees to represent."

Why is this case interesting?

The decision from the Colmar Court of Appeal which qualifies the risk of catching COVID-19 as *force majeure* is very interesting both in the context of the current pandemic and for the general characterization of what qualifies as *force majeure.* The Court highlighted three elements that are needed to qualify an event of *force majeure*: "*external, unforeseeable and unavoidable*." Furthermore, and above all, the judge insisted on the impossibility of escorting M. A. X to Court and of having him virtually present, within the required timeframe. This justifies his absence at the hearing. These elements demonstrate the nature of the event: it was not possible to take measures to remedy the situation.

* To go further: Does this also mean that COVID-19 can be characterized as force majeure under French Contract Law?

From a contractual perspective, Article 1218 of the French Civil Code[6 p.17] states that "*force majeure in contract occurs when an event beyond the control of the debtor that could not have been reasonably foreseen when the contract was concluded and whose effects cannot be avoided by appropriate measures, impedes the execution of his obligation by the debtor.*

If the impediment is temporary, the execution of the obligation is suspended unless the resulting delay justifies the resolution of the contract. If the impediment is definitive, the contract is resolved of right and the parties are freed from their obligations as provided by articles 1351 and 1351-1."

That said, in the case of COVID-19, a debtor who wants to terminate his/her contract or not fulfil his/her obligation in kind will have to prove that he/she could not have anticipated the sanitary or confinement obligations (which is very possible since the measure is relatively new) imposed by the State. In addition, he/she must demonstrate that it has not been or is not possible for him/her to find other solutions. Finally, it will be necessary to establish the causal link between his/her inability to pay or execute in kind and the COVID-19 pandemic. It will be necessary, for example, to show, with supporting documents, that his/her cash flow difficulties arose during the pandemic.

In extracontractual matters "*force majeure is the event beyond the control of the defendant or the person to whom he must answer, and of which the latter could not avoid the realization or the consequences by appropriate measures*" according to Article 1253 of the French Ministry of Justice's reform project of civil liability, dated 13 March 2017[7 p.17]. The same article provides that "*the fortuitous event, the act of the third party or of the victim are completely exempt if they assume the characteristics of force majeure.*"

* To go further: What are the conditions that need to be met under French law for an event to be considered force majeure?

The Plenary Assembly of the French Court of Cassation reaffirmed in a judgment of 14 April 2006 (Appeal No. 04-18.902, Bull. A. plèn. No. 6[8 p.17]) that there are three cumulative conditions that need to be met, simultaneously, for an event to be considered *force majeure*: unavoidability, unforeseeability and externality.

In order to demonstrate the unavoidable nature of the event, the custodian of something who wishes to exonerate him/herself will have to prove that he/she has taken all conceivable precautions to avoid the consequences of the event (Civ. 2nd, March 18, 1998, Bull. Civ. II, No. 97).

In terms of contractual liability, as discussed about, the definition of *force majeure* adopted in Article 1218 of the Civil Code clearly points to the unforeseeability and external nature of an event. The text further emphasizes that the debtor, in order to be fully relieved, must demonstrate that he could not avoid the effects of the event by appropriate measures, and that the latter is preventing execution. In terms of extracontractual liability, the preliminary draft reform of civil liability of 13 March 2017 in Article 1253 provides that to evade his/her liability the defendant must demonstrate that he could not avoid the realization, nor the consequences of the event by taking appropriate measures.

* To go further: Can a pandemic be characterized as force majeure?

The French Court of Cassation ruled in one of its judgments in 2006 that it would be possible for a debtor to prove that his illness constituted a case of insurmountable *force majeure* due to the brutal deterioration of his state (Cass. Ass. Plén. 14 Apr. 2006, prev[9 p.17].) Yet, all three *force majeure* characteristics still need to me met.

An event can be characterized as *force majeure* only after the public authorities of a State or the World Health Organization (WHO) declare the existence of a pandemic. With regards to COVID-19, was the virus unforeseeable? Was the pandemic unforeseeable? Probably, since this is a new virus, unknown to the world. Was the virus external to any party or activity one could conduct? In France, most probably. Then remains the question of unavoidability: is it possible for people to protect themselves against the consequences of this virus? In the absence of preventive (vaccine...) and curative (for the moment) treatment, COVID-19 is a priori an unavoidable event for people. Only future judgments, will help shed light on these questions...

OTHER RESOURCES

LexisNexis Global COVID-19 Resources

- **Law360** is offering free access to breaking news[10 p.17] and analysis on COVID-19 and an interactive map of the U[11 p.17]S showing updates on court closures and restrictions
- **LexisNexis UK**: a COVID-19 toolkit for PSL subscribers[12 p.17] which includes news, Q&As, and core practical guidance. Also, stay up to date with the latest on COVID-19 with the COVID-19 Blog.[13 p.17]
- **LexisNexis Canada**: *The Lawyer's Daily*, is providing public access to COVID-19 content[14 p.17].
- **LexisNexis Pacific**: Australian dedicated COVID-19 information resource hub[15 p.17] with full and free access to all content.
- **LexisNexis France**: free access to LexisActu.fr[16 p.17] with a dedicated news stream on COVID-19

Access the free COVID-19 **Lexis Practice Advisor Resource Kits** in the US[17 p.17] and Canada[18 p.17].

Law Firm Resources

- BSA Ahmad Bin Hezeem & Associates LLP - Coronavirus Insight Centre for Middle East lawyers[19 p.17]
- DLA Piper - Coronavirus Resource Center[20 p.17]
- American Bar Association - COVDI-19 Collections[21 p.17]
- Dentons - Coronavirus Hub[22 p.17]
- Taft Law - Coronavirus Resource Kit[23 p.17]
- White & Case - Coronavirus Resource Centre[24 p.18]
- Eversheds Sutherland - Coronavirus legal updates[25 p.18]
- Bracewell - COVID-19 Insights[26 p.18]
- Winston & Stawn - COVID-19 Client Resource Center[27 p.18]
- K&L Gates - Responding to COVID-19 Hub[28 p.18]
- ACC's Coronavirus Handbook: A guide for in-house counsel[29 p.18]
- CMS: COVID-19 Legal and Commercial Implications[30 p.18]

CONTRIBUTORS

- **Changeosity**
- **Charles Laubach** (Afridi & Angell)
- **Mahmoud Abuwasel** (Wasel & Wasel)
- **Dr. Gordon Blanke** (Blanke Arbitration)
- **Taimur Malik** (Clyde & Co.)
- **John Peacock** (BSA Ahmad Bin Hezeem & Associates LLP)
- **Dr. Qaisar Metawea** & **Lamisse Bajunaid** (Dr. Qaisar H Metawea Law Firm)
- **Dr. Talal Aladwani** (Kuwait International Law School, KOTC)
- **Peter Bowring (**Galadari Advocates and Legal Consultants)
- **Prof. Luc Grynbaum** (De Gaulle Fleurance & Associés)
- **Wisam AlSindi** & **Nouf Bannan** (Wisam Alsindi Law Firm)

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Notes

1. ^ [p.3] https://www.lexismiddleeast.com/pn/UnitedArabEmirates/COVID-19_Toolkit/

2. ^ [p.9] [p.9] https://mlsd.gov.sa/sites/default/files/%D9%82%D8%B1%D8%A7%D8%B1%20%D9%88%D8%B2%D8%A7%D8%B1%D9%8A%20%D8%A7%D9%84%D8%B9%D9%85%D9%84%20%D8%B9%D9%86%20%D8%A8%D8%B9%D8%AF.pdf

3. ^ [p.9] https://mlsd.gov.sa/sites/default/files/%D8%A7%D9%84%D8%AF%D9%84%D9%8A%D9%84%20%D8%A7%D9%84%D8%A7%D8%B3%D8%AA%D8%B1%D8%B4%D8%A7%D8%AF%D9%8A%20%D8%A7%D9%84%D9%85%D8%A4%D9%82%D8%AA%20%D9%84%D9%84%D8%B9%D9%85%D9%84%20%D8%B9%D9%86%20%D8%A8%D8%B9%D8%AF%20%D9%81%D9%8A%20%D8%A7%D9%84%D9%82%D8%B7%D8%A7%D8%B9%20%D8%A7%D9%84%D8%AE%D8%A7%D8%B5.pdf

4. ^ [p.9] https://media-exp1.licdn.com/dms/document/C4E1FAQHLb9M6XGEL_Q/feedshare-document-pdf-analyzed/0?e=1585670400&v=beta&t=bTHa4ne3BGhkJiqVWbui4QIlfIYvym5PxuMLpX9fhu0

5. ^ [p.12] https://www.doctrine.fr/d/CA/Colmar/2020/C8A8F3A305EEEBB31F249#decision-table-of-contents-1

6. ^ [p.12] https://www.legifrance.gouv.fr/affichCodeArticle.do?idArticle=LEGIARTI000032041431&cidTexte=LEGITEXT000006070721&dateTexte=20161001

7. ^ [p.12] http://www.justice.gouv.fr/publication/Projet_de_reforme_de_la_responsabilite_civile_13032017.pdf

8. ^ [p.13] https://www.legifrance.gouv.fr/affichJuriJudi.do?oldAction=rechJuriJudi&idTexte=JURITEXT000007051642&fastReqId=1284583770

9. ^ [p.13] https://www.legifrance.gouv.fr/affichJuriJudi.do?idTexte=JURITEXT000007051847

10. ^ [p.13] https://communications.lexisnexis.com/PoliteMail/default.aspx?page=p_Eb-SDHbUyo4p2fv_F_sw&ref_id=apHcNerMWkKBbElblBRilA

11. ^ [p.13] https://communications.lexisnexis.com/PoliteMail/default.aspx?page=uhcpoLeYFU2H6CLE6baqVg&ref_id=apHcNerMWkKBbElblBRilA

12. ^ [p.13] https://communications.lexisnexis.com/PoliteMail/default.aspx?page=FXF7V90FH0Gmp9Z24QN0JA&ref_id=apHcNerMWkKBbElblBRilA

13. ^ [p.13] https://www.lexisnexis.co.uk/blog/covid-19

14. ^ [p.13] https://communications.lexisnexis.com/PoliteMail/default.aspx?page=u9lA_Zdq10aSbT22TkQx1w&ref_id=apHcNerMWkKBbElblBRilA

15. ^ [p.13] https://communications.lexisnexis.com/PoliteMail/default.aspx?page=I8-TMC9CB0CrXr0vyWlIjQ&ref_id=apHcNerMWkKBbElblBRilA

16. ^ [p.13] https://www.lexisactu.fr/

17. ^ [p.13] www.lexisnexis.com/en-us/products/lexis-practice-advisor/coronavirus-resources.page

18. ^ [p.13] https://communications.lexisnexis.com/PoliteMail/default.aspx?page=Z8wxs3ulSEy_NuFzo1YjIw&ref_id=apHcNerMWkKBbElblBRilA

19. ^ [p.13] https://bsabh.com/coronavirus_insight_centre/

20. ^ [p.13] https://www.dlapiper.com/en/europe/services/coronavirus-covid-19/

21. ^ [p.13] https://www.americanbar.org/groups/departments_offices/abacle/trending-cle/

22. ^ [p.13] https://www.dentons.com/en/issues-and-opportunities/covid-19-coronavirus-hub

23. ^ [p.13] https://www.taftlaw.com/general/coronavirus-covid-19-resource-toolkit
24. ^ [p.13] https://www.whitecase.com/coronavirus-hub
25. ^ [p.13] https://www.eversheds-sutherland.com/global/en/what/publications/coronavirus.page
26. ^ [p.13] https://bracewell.com/content/covid-19
27. ^ [p.13] https://www.winston.com/en/resource/coronavirus-client-resource-center.html
28. ^ [p.13] http://www.klgateshub.com/categorylisting/?series=%22Responding+to+COVID-19%22
29. ^ [p.13] https://www.acc.com/resource-library/dealing-covid-19-2019-ncov-coronavirus-epidemic-resources-house-counsel#
30. ^ [p.13] https://cms.law/en/int/insight/covid-19