

Expiry of Family Ownership in the Public Property Law of the Emirate of Dubai No. 9 of 2020

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Abstract

Family ownership is a special form of the known forms of ownership that is distinguished from it in that the owners are relatives who belong to one family. This is what the legislator in the Emirate approved under Family Property Law No. (9) of 2020 in more detail, and thus completed this type of ownership with the social life and Emirati customs and traditions. Therefore, the legislator in the Emirate of Dubai was keen to organize this type of ownership in an optional manner for the securities related to the allocation of this type of ownership. The study aimed to establish a comprehensive and clear legal framework for the family institution in the Emirate of Dubai, and to facilitate its transfer between successive generations easily and smoothly, and to maintain the exclusivity of ownership, the role it plays in achieving institutional economic growth in the emirate, and to maintain social prostitution, and to stay away from everything. What may increase disputes between family members.

The study concluded with a number of distinguished results: Public property in both federal laws and the law of the Emirate of Dubai has a form of common ownership, and the legislator has organized its download within common ownership (compulsory common ownership), while the legislator in the Emirate of Dubai has allocated an independent law under the name of the Family Organization Law.

It concluded many tips, including: The urgent need for a strong organization of commercial ownership in the Federation of Legal Contractors, similar to the legislator in the Emirate of Dubai, since this is the reason it is also in the field of family commercial companies and real estate, and therefore the UAE legislator allowed one of three celebrities to be an exception to the rule that it also requires. However, the legislator should have rejected this and not not taken it into account; because it is contrary to starting with family ownership, which is exclusive ownership between family members or the family for downloading.

Keywords: Family ownership, common ownership, personal property management, family property organization

1. Introduction

Family ownership is one of the forms of common ownership, which differs from it in that the owners are relatives belonging to one family or household. The UAE legislator has organized the common ownership and presented texts specific to certain forms of it, including family ownership, which was introduced by the Dubai Emirate legislator within "Family Ownership Law No. 9 of 2020"; as a new type of common ownership that was not known in previous laws in the UAE, and this type of ownership is consistent with the life of Emirati society and its Emirati customs and traditions that support the presence of members of one family sharing ownership.

The inheritance system has led to the emergence and widespread spread of family ownership in our society; as the estate becomes the property of the heirs after the death of the testator. Customs and traditions have also led to the continuation of this pattern of ownership for long periods, and the money remains owned in common.

Many families and households remain in a state of common ownership after the death of the testator due to the existence of certain ties between them or to achieve common purposes required by their interests, as if the inherited money was agricultural land or a commercial establishment. It is better to keep it within the framework of joint exploitation where trust and cooperation are based between members of the same family.

"The UAE alone accounts for a quarter of the Forbes list of the 100 most powerful Arab family companies for the year 2020 in the Cooperation Council with a total of 21 companies, while Saudi Arabia hosts 36 family companies on the list, compared to 10 family companies in Kuwait, and the list included 6 family companies in the Sultanate of Oman, and 5 major family companies in the Kingdom of Bahrain."

"Family companies are active in various sectors, most notably retail, car dealerships, trade and agriculture, industry, contracting, hospitality, and insurance. These companies contribute about 80% of the private sector in Dubai, and are responsible for providing two-thirds of the number of jobs in the private sector in the emirate."

"Therefore, the legislator in the Emirate of Dubai was keen to regulate this type of ownership in Law No. 9 of 2020, but in an optional manner, leaving individuals free to agree to establish this type of ownership."

Where it allowed members of the same family, for reasons of interest or work, to agree in writing on the establishment of their family property, resulting from an inherited estate that they agreed to make the property of the family, or resulting from other money that they owned and agreed to include it within this property.

Family property is a form of common ownership, but what distinguishes it is that the owners in the partnership are relatives who belong to the same family. Hence, it was called family property. This was reflected in the organization of their rights regarding the property that was established by agreement, in a manner that is agreed upon for the kinship that links the partners.

There are several reasons for which family property ends, some of which are by virtue of the law, some of which are by the will and agreement of the partners (consensual division), and it may be by court order in the event of a violation of public order (judicial division)⁽¹⁾ If the family property ends, the funds that make it up are liquidated and divided among the partners ⁽²⁾ , "As for the division, it does not take place except after its expiration so that its funds become common funds among the partners, so the rules related to the division of common money are followed in its division" .⁽³⁾

According to Article (22) of the Family Ownership Regulation Law of the Emirate of Dubai No. (9) of 2020 ⁽⁴⁾ which stipulates the cases of termination of family ownership by stating that: "The family ownership contract shall terminate in one of the following cases":

1. "The expiration of the family ownership contract, and the partners' declaration of their unwillingness to renew it", in accordance with the provisions of Paragraph (a) of Article (8) of this law.
2. "The agreement of the partners who own at least 51% of the family ownership to terminate it before the expiration of its term, unless the family ownership contract stipulates another percentage".
3. "The destruction, disappearance or decrease of the funds that are the subject of the family ownership by a percentage that makes the continuation of the family ownership impossible".
4. "The issuance of a final judicial ruling by the committee to terminate the family ownership contract" .⁽⁵⁾
5. "Any other case stipulated in the family ownership contract".

"The Dubai Family Property Regulation Law No. 9 of 2020 stipulates that family property may be terminated or expired when the period specified in the family property contract has expired, which is fifteen years without renewal or agreement between partners. Family property also ends by law with the disappearance of the common property, such as if a fire destroyed the building that is the subject of the family property and this building was not insured" .⁽⁶⁾"The law also stipulates that family property ends with the issuance of a final ruling by the committee to terminate it."

(1) Abdel Razzaq Ahmed Al-Sanhouri Al-Wasit in Explaining Civil Law, Part Eight, The Right of Ownership, with a Detailed Explanation of Things and Money, Revised by Counselor Mustafa Al-Fiqi, Second Edition, Dar Al-Nahda Al-Arabiya, Cairo, 1991.. 712.

(2) Rojer J. Simith. Property Law. Eighth Edition. PEARSON Education Limited. London. 2014. P.296.

(3) Bassam Majeed Suleiman Al-Abaji, Family Ownership, A Comparative Study, Dar Al-Hamed for Publishing and Distribution, Amman-Jordan, 2009, p203.

(4) The Official Gazette of the Government of Dubai, Year 54, Issue 483, dated August 19, 2020 corresponding to Dhu al-Hijjah 29, 1441, regarding the regulation of family ownership in the Emirate of Dubai.

(5) Article Two of the Family Property Regulation Law of the Emirate of Dubai No. (9) of 2020 stipulates that "the Committee: the special judicial committee formed by the Ruler to settle disputes arising from the family property contract".

(6) Dr. Fadi Hamadeh, Reading of the Family Ownership Law of the Emirate of Dubai No. 9 of 2020, Gulf Family Business Council, 2020, p. 8.

Study Problem:

The study problem lies in the novelty of the law regulating family ownership in the Emirate of Dubai, given its great economic and social importance. "Law No. 9 of 2020 regulating family ownership in the Emirate of Dubai is the first of its kind in the region and the world, and reflects the solidity of Dubai's pioneering position in providing a legislative and regulatory environment that nurtures businesses and attracts and preserves investments."

"Families often retain their property in common after the death of their testator, and this is available in either the union of work or the interest in what their testator left and what is imposed from the unity of joint exploitation."

Also, the problem of licensing partners in family ownership to dissolve it when providing justifications before its expiration, which may eliminate its advantages, although the basis for benefiting from this type of ownership is its survival for a long period until its goal is achieved. If each partner is allowed to separate from it, despite the agreement to remain for a certain period, this would weaken the bond between the partners.

Hence, the main problem of the study emerges: the extent of the adequacy of the legal regulation of family ownership in the legislation in the Emirate of Dubai and comparative legislation?

Accordingly, I will divide this topic into the following topics:

- The expiration of family ownership by law.
- The expiration of family ownership for reasons related to the partners

2. The expiration of family ownership by law

The mandatory legal framework provided by the law through the family ownership contract, once agreed upon, is temporary in nature, and the goal is certainly not to issue a life sentence for family members, but rather to create an environment that helps in joint work and positive communication between family members who are united by interest and joint work ⁽⁷⁾. "Therefore, the law has decided to allow the termination or expiration of family ownership when the period specified in the family ownership contract has ended, which is fifteen years without renewal" (Article 22/1) of the Family Ownership Regulation Law of the Emirate of Dubai, "Family ownership also expires by law with the disappearance of the common property, such as if a fire destroyed the building that is the subject of the family ownership and this building was not insured", or the company whose shares may be the subject of the common property went bankrupt (Article 22/3) of the same law.

There are two cases in which family property expires by law: the expiration of its specified term or the destruction of its location ⁽⁸⁾

2.1 Expiry of family ownership upon expiry of its specified term

The duration of family ownership must not exceed (15) years, as stipulated in Article (1184) of the Federal Civil Transactions Law ⁽⁹⁾ as well as Article (8) of the Dubai Emirate Law on the Regulation of Family Ownership ⁽¹⁰⁾ Thus, family ownership differs from ordinary common ownership, as it is not permissible to agree to remain in it for more than (5) years.

It is clear from the two previous texts that family ownership is not established except by an explicit agreement between members of the same family, provided that its duration does not exceed fifteen years, and if the members agree on a period exceeding that, it expires to that extent. However, after the expiry of the period, it is permissible to agree to renew it, and if a new period is agreed upon before the expiry of the current period, the new period is calculated from the time of the agreement, and if the period is not renewed after its expiry, and none of the partners requests division, it remains ordinary

(7)Dr. Riad Miftah, The Right to Property in Islamic Sharia and Positive Laws, First Edition, Al-Wafaa Law Library, Alexandria, 2018, p. 179.

(8)Dr. Bassam Majeed Suleiman Al-Abaji, Family Ownership, op.cit., p. 204.

(9)Article (1184) of the Federal Civil Transactions Law states that: "1. It is permissible to agree to establish family ownership for a period not exceeding fifteen years, provided that each partner may request the court's permission to withdraw his share of this ownership before the expiry of the agreed period if there is a strong justification for that. 2. If the aforementioned ownership does not have a specific period, each partner may withdraw his share of it after six months from the day on which the partners announce their desire to withdraw their share".

(10)Article (8/1) of the Family Property Law in the Emirate of Dubai No. (9) of 2020 stipulates that: "A) The duration of the family property contract shall be determined by agreement of the partners, provided that this duration does not exceed (15) fifteen years. The duration of the family property contract may be renewed by consensus of the partners for the period agreed upon between them, provided that this duration does not exceed (15) fifteen years each time the contract is renewed".

common ownership, not family ownership⁽¹¹⁾, meaning that family ownership may be renewed a second and third time before its expiry, and this renewal does not occur except after the expiry of the current period.

"A partner may not request division before the expiry of the agreed period. However, the legislator has estimated that something may arise during this period that would make one of the partners need to withdraw his share. Therefore, he permitted each partner to request the court to authorize him to withdraw his share from this property before the expiry of the agreed period, if there is a strong justification for that, such as if a dispute arose between him and the family members that is hopeless to resolve"⁽¹²⁾.

In this, family ownership differs from ordinary joint ownership, in which it is not permissible to agree to remain in it without division for a period exceeding five years⁽¹³⁾.

Each partner can withdraw his share from the family property based on two conditions:

First: The partner must file a lawsuit with the competent court.

Second: The partner must support his request with a strong justification, such as if his special circumstances require him to transfer his work to another location, or if a dispute arose that is hopeless to resolve.

"However, in the event that no period is specified for this ownership, each partner may withdraw his share from it after six months from the day he announces his desire to do so to the partners"⁽¹⁴⁾ "There is no special form required for the announcement. It may be a warning by a bailiff, a registered or unregistered letter, or verbally, but the burden of proof falls on the outgoing partner"⁽¹⁵⁾. "If one of the partners withdraws his share based on a strong justification, or in the event that a period of ownership is not specified, this is not considered a division of the common property, and therefore we do not apply the rules of judicial division"⁽¹⁶⁾. "If an agreement is reached to establish family ownership for a period exceeding fifteen years, the period is reduced to the aforementioned limit. On the other hand, there is nothing to prevent its renewal, provided that this agreement is reached after the expiration of the current period. Otherwise, the new period is calculated from the time of renewal, not from the time of the expiration of the current period"⁽¹⁷⁾. If the partners set a deadline for family ownership, none of the partners has the right to withdraw his share of this ownership until after the expiry of the specified deadline. However, the legislator has permitted the partner to request the committee⁽¹⁸⁾ to authorize him to withdraw his share before the expiry of the agreed deadline, in accordance with Article (8/2) of the Dubai Emirate Law on the Regulation of Family Ownership 9/2020⁽¹⁹⁾ as an exception to the rule if there is a strong justification for this withdrawal; such as the existence of a dispute between family members that cannot be resolved. If the partners do not set a deadline for family ownership, each partner may withdraw his share of it after six months from the date of notifying his partners of his desire to withdraw, and the method of notification may be by registered letter.

Or by any other official method, and the deadline begins from the date of receipt of the writing to the partners.

In agricultural family ownership, the deadlines specified by agricultural custom are observed, and here the partner may not withdraw his share of the family ownership until after harvesting the crop, even if this period extends for more than six months from the date of notification.⁽²⁰⁾

In the law in the Emirate of Dubai:

(11)Dr. Abdel Moneim Faraj Al-Sadda, Dr. Al-Moneim Faraj Al-Sadda, *Original Real Rights, Studies in Lebanese Law and Egyptian Law*, Dar Al-Nahda Al-Arabiya, 1982 AD, p. 260.

(12)Dr. Abdel Moneim Faraj Al-Sada, *Original Real Rights: A Study in Lebanese and Egyptian Law*, op.cit., p. 240.

(13)Abdel Moneim Badrawi, *The Right to Ownership, Ownership in General and the Reasons for Acquiring It*, Sayed Abdullah Wahba Library, Cairo, no publication date, p240..

(14) Dr. Hassan Kira, *Original Real Rights, Their Provisions and Sources*, Alexandria, Maaref Establishment, 1995, p. 240;

(15)Dr. Anwar Al-Amrousi, *Ownership and Reasons for Acquiring It in Civil Law*, Mahmoud Press for Publishing and Distribution, no year of publication, p. 471.

(16)Dr. Abdel Moneim Faraj Al-Sada, *Original Real Rights: A Study in Lebanese and Egyptian Law*, op.cit., p. 260.

(17)Rana Adnan Al-Qadi, *Family Property Provisions in Jordanian Civil Law*, Master's Thesis, Faculty of Law, Al-Isra University, Amman-Jordan, 2012,p22.

(18)The term "committee" in Article 1 of the Law of the Emirate of Dubai on Family Property 9/2020 means: "the special judicial committee formed by the ruler to settle disputes arising from the family property contract".

(19)Article (8/2) of the Dubai Emirate Law Regulating Family Ownership 9/2020 stipulates that: "(B) If there is no agreement between the partners to determine the duration of the family ownership contract, any partner may request the committee to authorize him to withdraw his share of the family ownership after (6) six months from his notification to the remaining partners in writing of his desire to do so".

(20)Maryam Awad Hamad Al-Ghuwairi, *Family Property Management*, Master's Thesis, Jerash Private University, Jordan, 2013, p. 37.

Article (22/1) of the Family Property Regulation Law of the Emirate of Dubai No. (9) of 2020 stipulates the cases in which family property ends at the end of its specified term, stating that: The family property contract ends in any of the following cases:

1. "The expiration of the term of the family property contract, and the partners' declaration of their unwillingness to renew it, in accordance with the provisions of Paragraph A of Article 8 of this law."

It is clear from the previous text: "Family property must be temporary. The law has adopted the same period stipulated in the Federal Civil Transactions Law, which is up to fifteen years as a maximum" ⁽²¹⁾ "but it emphasized the possibility of renewing it for other similar periods" ⁽²²⁾ "The point of timing here is to achieve the purpose of the founders of family property in preserving the assets of the joint family from potential loss at the hands of the next generation without this property becoming at the same time a life sentence for their heirs" ⁽²³⁾ The period of fifteen years may remain relatively short in the life of individuals and companies, but the law preferred to maintain the same period stipulated by the federal legislator so that the law does not deviate from the general rules set forth in the Civil Transactions Law in the country. ⁽²⁴⁾

In Egyptian law:

The first paragraph of Article 852 of the Civil Code states that:

1- "It is permissible to agree to establish family ownership for a period not exceeding fifteen years."

It is concluded from this text that family ownership according to Egyptian civil law is restricted to a period that ends at fifteen years. If this period ends, the family ownership expires. However, if all partners agree on a period longer than fifteen years, the agreement regarding the increase is void and not binding and is valid within the limits of fifteen years unless it becomes clear that the contract was not concluded for a period less than the agreed period, in which case the entire contract is void ⁽²⁵⁾ However, it is permissible after the expiration of the agreed period or even before its expiration to agree on another period. However, if the fifteen years expire without an agreement to renew it, the family ownership expires and the funds owned by the partners become ordinary common ownership and not family ownership ⁽²⁶⁾.

The agreed-upon period may be renewed a second, third and fourth time. The rule is that, by virtue of the commitment of each member of the family ownership to respect the agreed-upon period as long as it is within the stipulated limits, he is prohibited from requesting division. ⁽²⁷⁾ "The renewal of the family ownership shall only take place after the expiration of the valid period, otherwise the new period shall be calculated from the time of renewal and not from the time of the expiration of the valid period. Accordingly, the extension of the family ownership is not its renewal. The extension is the continuation of the original family ownership, while the renewal is the creation of a new family ownership other than the original family ownership. The renewal may be either explicit or implicit, as in the lease contract. The renewal is explicit if the partners explicitly agree after the expiration of the specified period to create a new family ownership, and the renewal is implicit if the ownership period ends, and the partners continue to carry out the work that formed the ownership" ⁽²⁸⁾

In Jordanian law:

⁽²¹⁾Article 1184/1 of the UAE Civil Transactions Law states that: "1. It is permissible to agree to establish family ownership for a period not exceeding fifteen years, provided that each partner may request the court's permission to withdraw his share of this ownership before the expiry of the agreed period if there is a strong justification for that."

⁽²²⁾Dr. Ali Jabbar Sakil Al-Asadi, Joint Ownership and the Provisions for Removing Joint Ownership, A Comparative Study, Comparative Study, 1st ed., Al-Radwan Publishing and Distribution, Amman, 2016, p. 24.

⁽²³⁾The Federal Supreme Court ruled in a ruling that: "Inheritance is an inevitable transfer of funds and financial rights upon the death of its owner to the rightful heirs and heirs, and due to kinship and relative relationship of branches, origins, collaterals and marriage. Also, two or more people owning something is one of the reasons for ownership without separating the share of each of them in it. They are partners in common and according to the shares of each of them, according to his legal share. If the partners do not agree, they may choose a manager and establish a system for managing and benefiting from the money that applies to all partners and their successors, whether the successor is general or special, or one of them may request the judge to take what is necessary to preserve the money.." See the ruling of the Federal Supreme Court in Appeal No. 376 of 2019 Personal Status, session of Tuesday, September 17, 2019.

⁽²⁴⁾Dr. Fadi Hamadeh, Reading the Family Property Law of the Emirate of Dubai No. 9 of 2020, op.cit., p. 4.

⁽²⁵⁾This is known as "contract breach" and is referred to in Article 143 of the Egyptian Civil Code as well as Article 139 of the Iraqi Civil Code.

⁽²⁶⁾Dr. Muhammad Ali Arafa, Explanation of the New Civil Law on Property Rights, Part One, 3rd ed., no publication date, pp. 471-472.

⁽²⁷⁾Dr. Ahmed Salama, Individual Property in Egyptian Law, Dar Al Nahda Al Arabiya, Cairo, no year of publication, p. 472. Dr. Muhammad Azmi Al Bakri, The New Civil Law, Volume Eleven, Property Rights, Dar Mahmoud, Cairo, 2018, p. 433.

⁽²⁸⁾Dr. Abdul Khaliq Hassan Ahmed, A Brief Explanation of the Civil Transactions Law of the United Arab Emirates, Original Real Rights, Ownership Rights, Al Bayan Commercial Printing Press, Dubai, 1990 AD, p. 239.

The family ownership expires upon the expiration of the specified period, which is what Article (1062) of the Jordanian Civil Code includes, that the family ownership period must not exceed fifteen years. Thus, the family ownership differs from the common ownership, as it is not permissible to agree to remain in the common ownership for more than five years. If a period of more than fifteen years is agreed upon, it will expire at this point. However, there is no objection to renewing the period in family ownership successively. Provided that the agreement is reached on renewal after the expiration of the previous period, otherwise it will be void. In other words, if the fifteen years expire without an agreement on its renewal, the family ownership will expire and the funds owned by the partners will become ordinary common ownership, not family ownership. The agreed-upon period may be renewed a second, third, and fourth time ⁽²⁹⁾The renewal may be explicit, such as if the partners explicitly agree after the expiration of the specified period to establish a new family ownership, and the renewal may be implicit, such as the expiration of the family ownership period, and the partners will still continue to do their work ⁽³⁰⁾.

It becomes clear to the researcher that the Emirati law agrees with the Egyptian and Jordanian comparative law regarding setting the term of family or household ownership at fifteen years. If an agreement is reached to establish family ownership and its term exceeds fifteen years, the term shall expire to the aforementioned limit. In return, there is nothing to prevent its renewal, provided that this agreement is reached before the expiration of the current term. If it expires before the agreement, the family ownership shall be transformed into ordinary common ownership. It is also required that the term that elapsed before the renewal be completed, otherwise the new term shall be calculated from the time of renewal, not from the time of the expiration of the current term.

2.2 Expiration of family ownership by the destruction of its location

In the law in the Emirate of Dubai:

Article (22/3) of the Dubai Family Ownership Regulation Law No. (9) of 2020, which stipulates the cases in which family ownership ends by the expiration of its specified term, states that: "The family ownership contract ends in any of the following cases":

3. "Destruction, disappearance, or decrease in the funds that are the subject of family ownership to a degree that makes the continuation of family ownership impossible."

"It is clear from the previous text that family ownership ends by law with the disappearance of the common money, such as if a fire destroyed the building that is the subject of family ownership and this building was not insured, or the company whose shares may be the subject of the common money went bankrupt" ⁽³¹⁾.

In Egyptian law:

The family's ownership may expire with the destruction of the assets that make it up, such that they are damaged or exhausted by losses, and without the partners agreeing to compensate for what was destroyed. "If the assets that make it up are destroyed in this manner and it does not find what it can use to continue its work, then it must expire as soon as its assets are destroyed. It is not necessary for the destruction of the assets that make it up to be material ⁽³²⁾Rather, its destruction may be moral, as if the license that allows the family's ownership to directly operate is withdrawn, such that the family's ownership is a commercial, industrial, or agricultural company. It is not necessary for all of the assets that make it up to be destroyed, but it is sufficient for a large part of it to be destroyed such that the remainder is not sufficient for the family's ownership to carry out its activity properly"

"If the family's property buildings are destroyed for any reason and those buildings are the main element of its assets and after those buildings are destroyed it cannot continue its work, the family's ownership is terminated, unless the destroyed assets are insured and the partners or their representatives receive the insurance amount, then the family's ownership continues after its assets are returned to resume its activity again, without a limit to the termination of the family's ownership. This matter is left to the discretionary authority of the judge when the partners disagree. If the judge sees that

⁽²⁹⁾Rana Adnan Al-Qadi, Family Property Provisions in Jordanian Civil Law, Master's Thesis, Faculty of Law, Al-Isra University, Amman-Jordan, 2012, p. 70.

⁽³⁰⁾Dr. Muhammad Wahid al-Din Suwar, The Right to Ownership op.cit., Jordanian Civil Law, op.cit., p. 179. Dr. Hassan Kira, Original Real Rights, Their Provisions and Sources, op.cit., p. 240.

⁽³¹⁾Dr. Fadi Hamadeh, Reading of the Family Property Law of the Emirate of Dubai No. 9 of 2020, op.cit., p. 8.

⁽³²⁾Dr. Fayez Al-Sayed Al-Lamsaawi, Dr. Ashraf Fayez Al-Lamsaawi, Joint Ownership, Its General Provisions and Practical Problems, 1st ed., National Center for Legal Publications, Cairo, 2009. p. 16.

the family's ownership cannot continue its activity with the remaining assets, he rules that it is terminated" The researcher concludes that family ownership ends by law with the disappearance of the common property due to its destruction, whether it is damaged or lost without the partners agreeing to compensate for the destruction.

3.The expiration of family ownership for reasons related to the partners

There are reasons that lead to the expiration of family ownership that are due to the partners, whether without their will, such as the death of one of the partners or his being placed under guardianship , or by their will, such as the withdrawal of one of the partners from it or the partners' consensus to dissolve it.

3.1The expiry of family ownership by the partners' unanimous consent to dissolve it or the majority's agreement

The general rule for managing common property is by the partners' unanimity, "unless otherwise agreed upon. This is stipulated in Article 1155 of the UAE Civil Transactions Law, which considered the management of common property to be the right of the partners together unless otherwise agreed upon."

"This text indicates that there are no exceptions to this principle other than what the partners agree upon, although the UAE legislator has included an exception to this principle that entitles a certain majority of the partners to the right to manage common property in subsequent texts."

"The unanimity rule means that all partners must agree for any action related to the management of common property to be effective."⁽³³⁾

"The general principle requires that the family property be managed by the unanimous consent of the partners, and unanimity means that all partners must agree to carry out any action related to the management of the common money"

"and the general principle in both Jordanian and Egyptian civil law, as well as French law, is that the management of the common money is a right of all partners in common together, meaning that if the partners agree on a specific method or organization for the management of the common money, this method or organization must be followed, regardless of whether it is related to an act of the usual management or its unusual acts, and it follows that it is forbidden for any partner to manage the common money alone and independently; because that is an infringement on the rights of the remaining partners, and their unanimity is necessary in what he does alone" .⁽³⁴⁾

The exception to the general rule is allowing the majority of partners in family ownership to appoint one or more of them to manage the family property. Because requiring unanimity in managing the common property may hinder its exploitation and prevent benefiting from it in the desired manner, due to the partners' differences in points of view, the legislator therefore sought to limit management and disposal to the majority decision" .⁽³⁵⁾

"Therefore, the principle of unanimity of partners in managing the common property is based on their equal rights at the same time, so the similarity of the rights of the owners in common in nature over one property regardless of the amount of each partner's share results in the similarity of their rights and authorities over the common property. If one of them independently manages the common property, this would be an infringement on the rights of the remaining partners, so their unanimity is necessary so that they agree on the manner in which the common property is managed" .⁽³⁶⁾

"According to the principle of equality among all partners, the justification for the existence of this principle is to protect the common interests of the partners in common, as each partner has various interests that he hopes to achieve from common ownership, and these interests are often conflicting and contradictory, based on the difference in the goals of each of them. As previously stated, if one of them manages the common money independently without the rest of the partners in order to seek to achieve his own interest, even if it is at the expense of the rest of the partners, then in order to protect the interests of all the partners in common ownership, it is necessary to involve them all in managing the common money" .⁽³⁷⁾ "Despite the aforementioned principle regarding the principle of consensus in managing common money, the matter

⁽³³⁾ Dr. Ayman Saad Abdel Majeed Salim, The Owner's Powers over the Common Use and Exploitation of Common Money, A Comparative Study, Dar Al Nahda Al Arabiya, Cairo, 2002. p. 72.

⁽³⁴⁾Dr. Talaba Khattab; Dr. Muhammad Nasr al-Din Mansour, Original Real Rights, the Right of Ownership in the Egyptian Civil Code, Loyalty for Printing, Publishing and Distribution, 2005., p. 169.

⁽³⁵⁾Dr. Tariq Abdul Raouf Saleh Rizq, The Mediator in Explaining Kuwaiti Civil Law, The Right of Ownership: Includes the General Provisions of the Right of Ownership - Common Ownership, Dar Al Nahda Al Arabiya, Cairo, 2008. p. 78.

⁽³⁶⁾Dr. Mahmoud Abdel Rahman Muhammad, The Use of Common Money Management, A Comparative Study in Egyptian and French Positive Law and Islamic Jurisprudence,p. 73.

⁽³⁷⁾Dr. Mahmoud Abdel Rahman Muhammad, The Use of Common Money Management, A Comparative Study in Egyptian and French Positive Law and Islamic Jurisprudence, Dar Al Nahda Al Arabiya, Cairo, 1993. p. 74.

of achieving it remains surrounded by difficulties that prevent the consensus of partners due to the conflict of their own goals. One of the partners may object to a decision taken by the rest of the partners to exploit the common money for a specific purpose, thus obstructing the exploitation of the common money. This is a waste of the interest of the majority and a loss of opportunities that may be favorable for exploiting the money and benefiting from it in the best way”⁽³⁸⁾, “and it is clear that if the partners are unable to agree on a specific method for managing the common money, this obstructs its exploitation and prevents benefiting from it in the most complete way due to the partners’ differences in their points of view, the conflict of their desires, the conflict of their desires, and the multiplicity of their opinions in managing the common money. Therefore, common ownership is an undesirable situation. The Jordanian Civil Law has organized common ownership in a precise manner that relies on the management of the majority of partners and addressed the difficulties facing partners that prevent the optimal use and exploitation of the common money”⁽³⁹⁾

It is clear to the researcher from the above that consensus is a rule imposed by the legal nature of family ownership, “with the exception of that rule that the legislator has allowed the majority of partners to manage the family property, and differentiated in the amount of the majority according to whether the work is related to ordinary management or extraordinary management”.

The UAE legislator referred to the right of the majority of partners to manage the money when he decided in Article (1156) of the UAE Civil Transactions Law that the opinion of the majority of partners in managing the money is binding on all, and the majority is considered based on the value of the shares. “Also, what the majority of partners settle on in ordinary management work is binding on all, and the majority is calculated on the basis of the value of the shares”⁽⁴⁰⁾ The absolute majority of the shares is for whoever owns more than half of the partners, even if that owner is one person. However, in the event of abuse of his right, the minority may appeal the decision issued by him, or request division and dissolution of the joint ownership”⁽⁴¹⁾.

Article 1163 of the UAE Civil Transactions Law states that: “Division by mutual consent requires the consent of each of the co-owners”⁽⁴²⁾ “Division by mutual consent is that which is carried out by the partners’ agreement to divide the common property between them into shares, and it is carried out between the co-owners in the common property by mutual consent. The unanimity of the partners is a necessary condition for the establishment of division by mutual consent “The case of the presence of a minor or a person lacking legal capacity among the partners is also permitted, provided that certain legal procedures are followed, such as obtaining “prior permission from the judicial authorities”, so that the condition of unanimity remains insufficient, and this contract must be registered”⁽⁴³⁾

Division according to this text is carried out by contract, as it is a contract like all other contracts, its parties are the co-owners, and its subject is the common property. Therefore, the provisions of contracts apply to this division. The partners’ consent, the availability of capacity, the absence of defects in the will, the fulfillment of the conditions of the subject, and the existence of a legitimate reason” . For the division by mutual consent to be complete, all partners must agree to the division. “On the other hand, partners in a common property do not have the right to request its division if it becomes clear from the purpose for which this property was prepared that it must remain in common, which is what is stipulated in Article 1182 of the UAE Civil Transactions Law.” Thus, “agreement-based division” was defined as: “ending the common property

⁽³⁸⁾Dr. Talaba Khattab; Dr. Muhammad Nasr al-Din Mansour, *Original Real Rights, the Right of Ownership in the Egyptian Civil Code*, previous reference, p. 170.

⁽³⁹⁾Dr. Muhammad Wahid al-Din Suwar, *The Right of Ownership in Itself*, in *Jordanian Civil Law*, Book One, Second Edition, Dar al-Hayat Library, 1977 AD, p. 119.

⁽⁴⁰⁾Rana Adnan Al-Qadi, *Family Property Provisions in Jordanian Civil Law*, opcit, p. 47.

⁽⁴¹⁾Dr. Sayed Abdel Wahab Arafa, *Joint Ownership and its Separation by Sale or Division, and Division of Joint Property and its Management “Usual Management - Unusual Management” and Disposition of It “Common or Separated” and the Separation and Setting Off Suit “Division Suit” in Light of the Rulings of the Court of Cassation*, opcit, p. 31.

⁽⁴²⁾ See UAE Civil Transactions Law No. 5 of 1985, published in the Official Gazette issued by the General Secretariat of the Council of Ministers of the United Arab Emirates - Part Twelve - Fifteenth Year - Issue No. 158, dated 17 Rabi’ al-Thani 1406 AH corresponding to 29/12/1985, where this article stipulates that: “... If two or more people own something due to any of the reasons for ownership without separating the share of each of them in it, they are partners in common and the shares of each of them are considered equal unless evidence to the contrary is provided.” This is in contrast to the text of Article 835 of the Egyptian Civil Code, which states that: “If the partners agree unanimously, they may divide the common property in the manner they see fit. If there is someone among them who is incapacitated, the procedures imposed by law must be observed”.

⁽⁴³⁾Muhammad Al-Manji, *The Partition Lawsuit*, Encyclopedia of Scientific Lawsuits, Maaref Establishment, Alexandria, 11th ed., no publication date, p. 139.

and giving each partner his right to the common property separately, which he is independent of and has control over as owners do".⁽⁴⁴⁾

3.2. Termination of family ownership in the presence of a precondition in the family ownership establishment contract

"The agreement to establish family ownership must be in writing, which may be in an official document or a customary document. The reason for requiring writing is that establishing family ownership usually lasts a long time, which may reach fifteen years, so it must be in writing so that it can be referred to when needed. It is not required for the writing to be in an official document, but it is sufficient for it to be in an ordinary document. If real estate is included in the family ownership, the document establishing it must be registered in the real estate registry".⁽⁴⁵⁾

According to Article (1183) of the UAE Civil Transactions Law, it states: "Members of the same family who are united by a single work or interest may agree in writing to establish family ownership.....". As well as Article (5) of the Dubai Emirate Law on Family Ownership 9/2002, family ownership is established and organized by a family ownership contract, the provisions of which are organized by this law, and what is agreed upon between the partners. As long as the formation or establishment contract is written, the partners can include in this contract whatever conditions they wish, and among these conditions is the condition of terminating family ownership. They can agree on a rescinding condition or a rescinding term. An example of a rescinding condition is to say: This ownership will continue unless a decision is issued to remove the property. An example of a rescinding term is to say: This ownership will continue until the next Hajj season 1450 AH...etc.

In the law in the Emirate of Dubai:

Article (22/5) of the Family Ownership Regulation Law of the Emirate of Dubai No. (9) of 2020 AD, which stipulates the cases in which family ownership ends at the end of the specified term, states that: "The family ownership contract ends in any of the following cases":

5. "Any other case stipulated in the family ownership contract."

It is clear to the researcher from the previous text that family ownership may end in any case other than that mentioned in the aforementioned article that is written in the family ownership contract.

In the Egyptian Civil Code:

"The family ownership expires if one of the partners dies, and his heirs do not replace him, since the personality of the partner in the family ownership is always taken into consideration, since the family ownership is based on personal consideration between the partners, which necessitates that the partners be members of one family, and this is what Article 851 of the Egyptian Civil Code stipulates. However, there is nothing to prevent the contract establishing the family ownership from stipulating that the family ownership remains with the heirs of the deceased partner, and this agreement may be implicit, as if the partners agreed in the contract establishing it on the permissibility of the partner disposing of his share to a foreigner and replacing the person to whom the transfer was made in his place in the event that there is no obstacle for the partners to replace the partner with someone else".⁽⁴⁶⁾ If it is permissible for a foreigner to replace the partner, then it is more appropriate for his heirs to replace him.⁽⁴⁷⁾

If such an agreement exists, whether explicit or implicit, and one of the partners dies, the family ownership does not expire, but rather remains in place, and the partner who died is replaced by his legal heirs, provided that this is stated in the contract establishing the family ownership. However, if it remains with the heirs of the partner who dies, or if it remains between the remaining partners alone, then in this last case the heirs of the deceased partner take his share of the money that makes it up in cash, and his share is estimated according to its value at the time of the partner's death⁽⁴⁸⁾.

"The family ownership may expire if one of the partners is placed under guardianship, and the trustee does not replace the

⁽⁴⁴⁾ Abdul Nasser Tawfiq Al-Attar, Explanation of the Provisions of the Right of Ownership, without a publishing house, Cairo, 1990 AD, p. 132.

⁽⁴⁵⁾ Rana Adnan Al-Qadi, Family Property Provisions in Jordanian Civil Law, opcit. p. 19.

⁽⁴⁶⁾ See the first paragraph of Article 853 of the Egyptian Civil Code.

⁽⁴⁷⁾ Barlow Burke, Joseph Snoc. Property. Fifth Edition. Wolters Kluwer, New York. 2016. P.217.

⁽⁴⁸⁾ Dr. Bassam Majeed Suleiman Al-Abaji, Family Ownership, previous reference, p. 209.

person placed under guardianship. The expiration of the family ownership by guardianship is based on the same considerations as the expiration of the family ownership by the death of one of the partners. Just as the heirs of the deceased partner may not replace him unless the contract stipulates that, the trustee does not replace the partner placed under guardianship, as the partners may not agree in the contract establishing the family ownership that in the event of guardianship of one of the partners, the family ownership remains between the remaining partners and the representative of this partner; because he cannot oblige his legal representative to do so if he is placed under guardianship. Rather, it is permissible to stipulate in the contract establishing the family ownership that if one of the partners is placed under guardianship, the company remains between the remaining partners alone. In this case, the representative of the partner placed under guardianship is also given his share in the family ownership in cash according to its value on the day of his guardianship." "Likewise, if the family ownership is of an indefinite duration, any partner may withdraw from it, but under certain conditions, and his withdrawal shall result in the expiration of the family ownership," as stipulated in the second paragraph of Article 852 of the Egyptian Civil Code, which states:

2- "If the aforementioned ownership does not have a specific term, each partner may withdraw his share from it after six months from the day he announces to the partners his desire to withdraw his share."

The researcher concludes from this text that if the family ownership is of an indefinite duration, any partner may withdraw from it under certain conditions, and then his withdrawal shall result in the expiration of the family ownership.

4. Conclusion

The inheritance system has led to the widespread spread of family ownership in our Arab society, as once the testator dies, the estate's money becomes owned by the heirs in common. The customs and traditions inherited from our ancestors have also led to the continuation of this form of ownership for a long time; because the money inherited in our society has a moral value that may exceed its material value, as it reminds them of a dear person or a good memory in their lives, and this money is usually the strongest bond that may connect members of the same family, and therefore it remains owned in common without division or disposal.

In addition, large and prominent family companies in the Gulf Cooperation Council countries are sometimes at risk of liquidation and extinction due to family disputes. It is known that these challenges to the continuation of family companies are exacerbated by several factors; including the relative modernity of the majority of the region's companies that are still in their first generation, the weakness of governance systems in them, and the lack of awareness of the risks caused by the fragmentation of family ownership when it is transferred between generations.

This prompted the civil legislator in Dubai to intervene, allowing members of the same family who share work or interest to agree in writing to establish family ownership. This ownership is either the result of an inheritance they inherited and agreed to make all or part of it the property of the family, or from other money owned by them that they agreed to include in this ownership. Hence, the importance of legislative intervention to establish a legal organization for family ownership to create an integrated legal regulatory framework that enables the transfer of ownership from one generation to another successfully, by ensuring the continuity of management and maintaining the unity of ownership within the same family. Family ownership is a special form of common ownership, which is distinguished from it in that the owners in the partnership are relatives who belong to the same family or household. The UAE legislator has organized joint ownership and presented specific texts for certain forms of it, what is found in Articles (1183-1188) of the UAE Civil Transactions Law and what the legislator approved in the Family Property Law No. (9) of 2020 in more detail, and in accordance with social life in the Emirates and Emirati customs and traditions that encourage the presence of members of the same family in joint ownership.

Family ownership is based on two main aspects: managing and disposing of family ownership. As for the first of these aspects, which is managing family ownership, it means protecting the funds that make up the family ownership and exploiting them, i.e. carrying out the necessary work to obtain its fruits.

As for the second aspect, which is disposing of family ownership, it is the work that results in changing or modifying the financial position. The disposition may be made to one of the partners, or to a stranger to them.

There are multiple reasons for which family ownership expires, some of which are by law, some by the will and agreement

of the partners, and it may be by court order in the event of a violation of public order. If family ownership expires, the funds that make it up are liquidated and divided among the partners.

The study concluded with a set of results and recommendations as follows: -

4.1 Study results:

1- Adopting the family ownership system in the law regulating family ownership in Dubai is worthy of attention for several reasons, the most important of which are: The fragmentation of ownership as a result of inheritance and transfer provisions requires its protection by practical means, family ownership may be one of the effective means that regulate optimal exploitation, and this is clearly evident in the exploitation of family companies and real estate.

2- In order for family ownership to be established, the partners must be members of one family or household united by a unity of work and interest, and in addition to that, a written agreement is required to establish family ownership.

3- The legislator in Dubai has specified the duration of family ownership as compared to comparative legislation, which is fifteen years, but if its duration exceeds that, it is reduced to fifteen years, and if the duration expires, the partners have the right to renew it again.

4- It is permissible not to agree on a specific duration for family ownership, so family ownership is indefinite, in which case any partner may exit it after six months of notifying the rest of the family members of his desire to exit family ownership. If the period is specified, the legislator has permitted exit from family ownership whenever there is a strong justification, and the justification is determined by the judge.

5- Family ownership must be temporary, and the law has adopted the same period stipulated in the Federal Civil Procedures Law, which is up to fifteen years as a maximum, but it has emphasized the possibility of renewing it for other similar periods.

6- The general rule governing the management of any common property, including family ownership, is the rule of consensus in some legislations such as the Egyptian and Iraqi Civil Law, and the rule of majority as an exception in the Egyptian Civil Law, while in the UAE Civil Transactions Law, it has permitted partners to appoint one or more managers to manage family ownership.

7- The approach of the legislator in Dubai by allowing partners in family ownership to dissolve it if it does not have a specific term is subject to criticism, because it has eliminated the advantage of this form of ownership, since the basis for benefiting from family ownership is to maintain it for a long period and as a cohesive unit to achieve the intended purpose.

8- The legislator in Dubai gives the partner in the family property the right to withdraw his share of this property before the expiry of the agreed upon term if there is an acceptable justification for that, according to what was decided by the second paragraph of Article (1184) of the Federal Civil Transactions Law, which is the subject of consideration for the reason mentioned above.

9- The family property expires upon the expiry of the specified term, or upon the death of one of the partners. As for the division, it is of two types; the voluntary division, which is carried out by agreement of all partners, and the judicial division, which is carried out by the judiciary and is resorted to if the partners are unable to divide the money in a voluntary manner.

4.2 Study Recommendations:

1- The urgent need for a legislative regulation of family ownership in an independent federal law, similar to the legislator in the Emirate of Dubai, given its great importance, and not being limited to Federal Decree-Law No. 37 of 2022 regarding family businesses.

2- We recommend amending the law regulating family ownership in the Emirate of Dubai by stipulating the governance of family businesses according to mandatory articles.

3- We also recommend amending the law regulating family ownership in the Emirate of Dubai to be consistent with the tasks and competencies of the World Center for Family Businesses in Dubai.

4- Pay attention to publishing guiding models for family business establishment contracts and family charters for these companies, and family ownership contracts, organized in accordance with the provisions of the Federal Decree-Law regarding family businesses, the law regulating family ownership in the Emirate of Dubai, and the legislation in force in the emirate.

5- The text of Article (1184) of the UAE Civil Transactions Law is considered contrary to the goal and purpose for which family ownership was established. Whereas it allowed the partner to withdraw his share of the family ownership before the end of the agreed period if there was a strong justification for that, the legislator should have restricted the partners to the period of family ownership and not allowed any partner to withdraw his share to achieve the goal of family ownership.

6- The UAE legislator allowed one of the partners to be a foreigner, which is an exception to the rule required by necessity, but the legislator should have rejected this principle and not adopted it; because it contradicts the principle on which family ownership is based, which is the confinement of ownership between members of the family or one family.

7- Family companies should be made aware of the guide issued by the Gulf Family Business Council because it raises their performance and helps them continue.

5. References

- 1-Abdel Moneim Badrawi, The Right to Ownership, Ownership in General and the Reasons for Acquiring It, Sayed Abdullah Wahba Library, Cairo, no publication date.
- 2-Abdel Moneim Faraj Al-Sadda, Dr. Al-Moneim Faraj Al-Sadda, Original Real Rights, Studies in Lebanese Law and Egyptian Law, Dar Al-Nahda Al-Arabiya, 1982 AD.
- 3-Abdel Razzaq Ahmed Al-Sanhouri Al-Wasit in Explaining Civil Law, Part Eight, The Right of Ownership, with a Detailed Explanation of Things and Money, Revised by Counselor Mustafa Al-Fiqi, Second Edition, Dar Al-Nahda Al-Arabiya, Cairo, 1991.
- 4-Abdul Khaliq Hassan Ahmed, A Brief Explanation of the Civil Transactions Law of the United Arab Emirates, Original Real Rights, Ownership Rights, Al Bayan Commercial Printing Press, Dubai, 1990 AD.
- Abdul Nasser Tawfiq Al-Attar, Explanation of the Provisions of the Right of Ownership, without a publishing house, Cairo, 1990 AD.
- Ahmed Salama, Individual Property in Egyptian Law, Dar Al Nahda Al Arabiya, Cairo, no year of publication.
- Ali Jabbar Sakil Al-Asadi, Joint Ownership and the Provisions for Removing Joint Ownership, A Comparative Study, Comparative Study, 1st ed., Al-Radwan Publishing and Distribution, Amman, 2016.
- Anwar Al-Amrousi, Ownership and Reasons for Acquiring It in Civil Law, Mahmoud Press for Publishing and Distribution, no year of publication.
- Ayman Saad Abdel Majeed Salim, The Owner's Powers over the Common Use and Exploitation of Common Money, A Comparative Study, Dar Al Nahda Al Arabiya, Cairo, 2002.
- Barlow Burke, Joseph Snoc. Property. Fifth Edition. Wolters Kluwer, New York. 2016.
- Bassam Majeed Suleiman Al-Abaji, Family Ownership, A Comparative Study, Dar Al-Hamed for Publishing and Distribution, Amman-Jordan, 2009.
- Fadi Hamadeh, Reading of the Family Ownership Law of the Emirate of Dubai No. 9 of 2020, Gulf Family Business Council, 2020.
- Fayeze Al-Sayed Al-Lamsaawi, Dr. Ashraf Fayeze Al-Lamsaawi, Joint Ownership, Its General Provisions and Practical Problems, 1st ed., National Center for Legal Publications, Cairo, 2009.
- Hassan Kira, Original Real Rights, Their Provisions and Sources, Alexandria, Maaref Establishment, 1995.
- Mahmoud Abdel Rahman Muhammad, The Use of Common Money Management, A Comparative Study in Egyptian and French Positive Law and Islamic Jurisprudence, p.
- Mahmoud Abdel Rahman Muhammad, The Use of Common Money Management, A Comparative Study in Egyptian and French Positive Law and Islamic Jurisprudence, Dar Al Nahda Al Arabiya, Cairo, 1993.
- Maryam Awad Hamad Al-Ghuwairi, Family Property Management, Master's Thesis, Jerash Private University, Jordan, 2013.

- Muhammad Ali Arafa, Explanation of the New Civil Law on Property Rights, Part One, 3rd ed., no publication date.
- Muhammad Al-Manji, The Partition Lawsuit, Encyclopedia of Scientific Lawsuits, Maaref Establishment, Alexandria, 11th ed., no publication date.
- Muhammad Azmi Al Bakri, The New Civil Law, Volume Eleven, Property Rights, Dar Mahmoud, Cairo, 2018.
- Muhammad Wahid al-Din Suwar, The Right of Ownership in Itself, in Jordanian Civil Law, Book One, Second Edition, Dar al-Hayat Library, 1977 AD.
- Rana Adnan Al-Qadi, Family Property Provisions in Jordanian Civil Law, Master's Thesis, Faculty of Law, Al-Isra University, Amman-Jordan, 2012.
- Rana Adnan Al-Qadi, Family Property Provisions in Jordanian Civil Law, Master's Thesis, Faculty of Law, Al-Isra University, Amman-Jordan, 2012.
- Riad Miftah, The Right to Property in Islamic Sharia and Positive Laws, First Edition, Al-Wafaa Law Library, Alexandria, 2018.
- Rojer J. Simith. Property Law. Eighth Edition. PEARSON Education Limited. London. 2014.
- Talaba Khattab; Dr. Muhammad Nasr al-Din Mansour, Original Real Rights, the Right of Ownership in the Egyptian Civil Code, Loyalty for Printing, Publishing and Distribution, 2005.
- Tariq Abdul Raouf Saleh Rizq, The Mediator in Explaining Kuwaiti Civil Law, The Right of Ownership: Includes the General Provisions of the Right of Ownership - Common Ownership, Dar Al Nahda Al Arabiya, Cairo, 2008.
- Ahmad, A. Y. B., Ali, M., Namdev, A., Meenakshisundaram, K. S., Gupta, A., & Pramanik, S. (2025). A Combinatorial Deep Learning and Deep Prophet Memory Neural Network Method for Predicting Seasonal Product Consumption in Retail Supply Chains. In *Essential Information Systems Service Management* (pp. 311-340). IGI Global.
- Ahmad, A. Y. B., Gupta, P., Thimmiaraja, J., Goswami, B., Arun, M., Manoharan, G., & Younis, D. (2024). A Comparison of the Effects of Robotics and Artificial Intelligence on Business Management and Economics. In *Recent Advances in Management and Engineering* (pp. 132-137). CRC Press.
- Ahmad, A. Y. A. B., Alzubi, J., James, S., Nyangaresi, V. O., Kutralakani, C., & Krishnan, A. (2024). Enhancing Human Action Recognition with Adaptive Hybrid Deep Attentive Networks and Archerfish Optimization. *Computers, Materials & Continua*, 80(3).
- Ahmad, A. Y. (2024). A novel 3D robotics printer for enhancing auditing and accounting in banking. *International Journal of Information Technology*, 1-6.
- Ahmad, A. Y. B. (2024, May). CS Challenge in Creating AI-Integrated System. In *2024 4th International Conference on Advance Computing and Innovative Technologies in Engineering (ICACITE)* (pp. 1515-1520). IEEE.
- Ahmad, A. Y. B. (2024, May). BC Technology AAA System Implementation. In *2024 4th International Conference on Advance Computing and Innovative Technologies in Engineering (ICACITE)* (pp. 1545-1550). IEEE.
- Ahmad, A. Y. B. (2024). E-invoicing and Cost Reduction: A Case Study of Multinational Corporations. *Journal of Information Systems Engineering and Management*, 9(2), 25009.
- Ahmad, A. Y. A. B. (2024, April). The Changing Role of Accountants in the AI Era: Evolving Skill Sets and Career Pathways. In *2024 International Conference on Knowledge Engineering and Communication Systems (ICKECS)* (Vol. 1, pp. 1-5). IEEE.
- Badawi, M., Alofan, F., Allahham, M., Sabra, S., Abubaker, N. M., & Ahmad, A. Y. B. (2024). The Impact of Supply Chain Agility on Operationalizing Sustainable Procurement the Mediating Role of System and Process Integration in the Pharmaceutical Sector in Saudi Arabia. *EVOLUTIONARY STUDIES IN IMAGINATIVE CULTURE*, 1632-1650.
- Selvasundaram, K., Jayaraman, S., Chinthamani, S. A. M., Nethravathi, K., Ahmad, A. Y. B., & Ravichand, M. (2024). Evaluating the Use of Blockchain in Property Management for Security and Transparency. In *Recent Technological Advances in Engineering and Management* (pp. 193-197). CRC Press.

- Ramadan, A., Maali, B., Morshed, A., Baker, A. A. R., Dahbour, S., & Ahmad, A. B. (2024). Optimizing working capital management strategies for enhanced profitability in the UK furniture industry: Evidence and implications. *Journal of Infrastructure, Policy and Development*, 8(9), 6302.
- Fouzdar, A. S., Yamini, S., Biswas, R., Jindal, G., Ahmad, A. Y. B., & Dawar, R. (2024). Considering the Use of Blockchain for Supply Chain Authentication Management in a Secure and Transparent Way. In *Recent Technological Advances in Engineering and Management* (pp. 259-264). CRC Press.
- Yahiya, A., & Ahmad, B. (2024). Automated debt recovery systems: Harnessing AI for enhanced performance. *Journal of Infrastructure, Policy and Development*, 8(7), 4893.
- Feng, Y., Ahmad, S. F., Chen, W., Al-Razgan, M., Awwad, E. M., Ayassrah, A. Y. B. A., & Chi, F. (2024). Design, analysis, and environmental assessment of an innovative municipal solid waste-based multigeneration system integrating LNG cold utilization and seawater desalination. *Desalination*, 117848.
- Zhang, L., Ahmad, S. F., Cui, Z., Al Razgan, M., Awwad, E. M., Ayassrah, A. Y. B. A., & Shi, K. (2024). Energy, exergy, hermoeconomic analysis of a novel multi-generation system based on geothermal, kalina, double effect absorption chiller, and LNG regasification. *Desalination*, 117830.
- Iqbal, S., Tian, H., Muneer, S., Tripathi, A., & Ahmad, A. Y. B. (2024). Mineral resource rents, fintech technological innovation, digital transformation, and environmental quality in BRI countries: An insight using panel NL-ARDL. *Resources Policy*, 93, 105074.
- Wu, J., Ahmad, S. F., Ali, Y. A., Al-Razgan, M., Awwad, E. M., & Ayassrah, A. Y. B. A. (2024). Investigating the role of green behavior and perceived benefits in shaping green car buying behavior with environmental awareness as a moderator. *Heliyon*, 10(9).
- Zhao, T., Ahmad, S. F., Agrawal, M. K., Ahmad, A. Y. A. B., Ghfar, A. A., Valsalan, P., ... & Gao, X. (2024). Design and thermo-enviro-economic analyses of a novel thermal design process for a CCHP-desalination application using LNG regasification integrated with a gas turbine power plant. *Energy*, 295, 131003.
- Geetha, B. T., Gnanaprasuna, E., Ahmad, A. Y. B., Rai, S. K., Rana, P., & Kapila, N. (2024, March). Novel Metrics Introduced to Quantify the Level of Circularity in Business Models Enabled by Open Innovation. In *2024 International Conference on Trends in Quantum Computing and Emerging Business Technologies* (pp. 1-6). IEEE.
- Geetha, B. T., Kafila, K., Ram, S. T., Narkhede, A. P., Ahmad, A. Y. B., & Tiwari, M. (2024, March). Creating Resilient Digital Asset Management Frameworks in Financial Operations Using Blockchain Technology. In *2024 International Conference on Trends in Quantum Computing and Emerging Business Technologies* (pp. 1-7). IEEE.
- Naved, M., Kole, I. B., Bhope, A., Gautam, C. S., Ahmad, A. Y. B., & Lourens, M. (2024, March). Managing Financial Operations in the Blockchain Revolution to Enhance Precision and Safety. In *2024 International Conference on Trends in Quantum Computing and Emerging Business Technologies* (pp. 1-6). IEEE.
- Y. A. B. Ahmad, N. Verma, N. M. Sarhan, E. M. Awwad, A. Arora and V. O. Nyangaresi, "An IoT and Blockchain-Based Secure and Transparent Supply Chain Management Framework in Smart Cities Using Optimal Queue Model," in *IEEE Access*, vol. 12, pp. 51752-51771, 2024, doi:10.1109/ACCESS.2024.3376605
- Bani Ahmad, A. Y., Fraihat, B. A. M., Hamdan, M. N., Ayasrah, F. T. M., Alhawamdeh, M. M., & Al-Shakri, K. S. (2024). Examining the mediating role of organizational trust in the relationship between organizational learning and innovation performance: A study of information systems and computer science service firms.
- Almarshad, M. N., Alwaely, S. A., Alkhawaldeh, B. Y., Al Qaryouti, M. Q. H., & Bani Ahmad, A. Y. (2024). The Mediating Role of Energy Efficiency Measures in Enhancing Organizational Performance: Evidence from the Manufacturing Sector in Jordan.
- AlKhawaldeh, B. Y. S., Al-Smadi, A. W., Ahmad, A. Y., El-Dalahmeh, S. M., Alsuwais, N., & Almarshad, M. N. (2024). Macroeconomic determinants of renewable energy production in Jordan. *International Journal of Energy Economics and Policy*, 14(3), 473-481.
- Ahmad, A. Y., Jain, V., Verma, C., Chauhan, A., Singh, A., Gupta, A., & Pramanik, S. (2024). CSR Objectives and Public Institute Management in the Republic of Slovenia. In *Ethical Quandaries in Business Practices: Exploring Morality and Social Responsibility* (pp. 183-202). IGI Global

- Abusaimeh, H. (2020). Distributed denial of service attacks in cloud computing. *International Journal of Advanced Computer Science and Applications*, 11(6).
- Abusaimeh, H., Shkoukani, M., & Alshrouf, F. (2014). Balancing the network clusters for the lifetime enhancement in dense wireless sensor networks. *Arabian Journal for Science and Engineering*, 39, 3771-3779.
- Abusaimeh, H., & Alshareef, Y. (2021). Detecting the phishing website with the highest accuracy. *TEM Journal*, 10(2), 947.
- Abusaimeh, H. (2020). Virtual machine escape in cloud computing services. *International Journal of Advanced Computer Science and Applications*, 11(7).
- Mahafzah, A. H., & Abusaimeh, H. (2018). Optimizing power-based indoor tracking system for wireless sensor networks using ZigBee. *International Journal of Advanced Computer Science and Applications*, 9(12).
- Abusaimeh, H. (2022). Computation Offloading for Mobile Cloud Computing Frameworks and Techniques. *TEM Journal*, 11(3), 1042-1046.
- Abusaimeh, H. (2020). Enhance the security and prevent vampire attack on wireless sensor networks using energy and broadcasts threshold values. *International Journal of Advanced Computer Science and Applications*, 11(3).
- Abusaimeh, H., Sharabati, A., & Asha, S. (2023). Using cloud computing services to enhance competitive advantage of commercial organizations. *International Journal of Data and Network Science*, 7(3), 1349-1360.
- ABUSAIMEH, H., & ISAID, O. (2017). HYBRID DATA DEDUPLICATION TECHNIQUE IN CLOUD COMPUTING FOR CLOUD STORAGE. *Journal of Theoretical & Applied Information Technology*, 95(24).
- Ahmad, A. Y. B., Kumari, D. K., Shukla, A., Deepak, A., Chandnani, M., Pundir, S., & Shrivastava, A. (2024). Framework for Cloud Based Document Management System with Institutional Schema of Database. *International Journal of Intelligent Systems and Applications in Engineering*, 12(3s), 672-678.
- Ahmad, A. Y. B., Hannon, A., Al-Daoud, K. I., Abu-Alsoud, I. A., & Al-Qaisieh, M. S. (2023). Assessment of Cloud Based Accounting Technology Adoption and Business Performance. *Kurdish Studies*, 11(3).
- Ahmad, A. Y. B., Kumari, D. K., Shukla, A., Deepak, A., Chandnani, M., Pundir, S., & Shrivastava, A. (2024). Framework for Cloud Based Document Management System with Institutional Schema of Database. *International Journal of Intelligent Systems and Applications in Engineering*, 12(3s), 672-678.
- Ahmad, A. Y. B., Tiwari, A., Nayeem, M. A., Biswal, B. K., Satapathy, D. P., Kulshreshtha, K., & Bordoloi, D. (2024). Artificial Intelligence Perspective Framework of the Smart Finance and Accounting Management Model. *International Journal of Intelligent Systems and Applications in Engineering*, 12(4s), 586-594.
- Ahmad, A., Abusaimeh, H., Rababah, A., Alqsass, M., Al-Olima, N., & Hamdan, M. (2024). Assessment of effects in advances of accounting technologies on quality financial reports in Jordanian public sector. *Uncertain Supply Chain Management*, 12(1), 133-142.
- Ahmad, A. (2024). Ethical implications of artificial intelligence in accounting: A framework for responsible ai adoption in multinational corporations in Jordan. *International Journal of Data and Network Science*, 8(1), 401-414.
- Ahmad Y. A. Bani Ahmad, "Firm Determinants that Influences Implementation of Accounting Technologies in Business Organizations," *WSEAS Transactions on Business and Economics*, vol. 21, pp. 1-11, 2024
- Ahmad, A. Y. B., William, P., Uike, D., Murgai, A., Bajaj, K. K., Deepak, A., & Shrivastava, A. (2024). Framework for Sustainable Energy Management using Smart Grid Panels Integrated with Machine Learning and IOT based Approach. *International Journal of Intelligent Systems and Applications in Engineering*, 12(2s), 581-590.
- Ahmad, A. B., Atta, A. A. B., Asma'a Al-Amarneh, M. S., & Dahbour, S. A. (2023). Fund Family Selectivity Skills and Market Timing Ability: Comparison Study
- Ahmad, A. Y. Bani ahmad , (2019). Empirical Analysis on Accounting Information System Usage in Banking Sector in Jordan. *Academy of Accounting and Financial Studies Journal*, 23(5), 1-9.
- Ahmad, A. Y. B., Gongada, T. N., Shrivastava, G., Gabbi, R. S., Islam, S., & Nagaraju, K. (2023). E-Commerce Trend Analysis and Management for Industry 5.0 using User Data Analysis. *International Journal of Intelligent Systems and Applications in Engineering*, 11(11s), 135-150.

- Alhawamdeh, H., Al-Saad, S. A., Almasarweh, M. S., Al-Hamad, A. A.-S. A., Bani Ahmad, A. Y. A. B., & Ayasrah, F. T. M. (2023). The Role of Energy Management Practices in Sustainable Tourism Development: A Case Study of Jerash, Jordan. *International Journal of Energy Economics and Policy*, 13(6), 321–333. <https://doi.org/10.32479/ijeep.14724>
- Allahham, M., & Ahmad, A. (2024). AI-induced anxiety in the assessment of factors influencing the adoption of mobile payment services in supply chain firms: A mental accounting perspective. *International Journal of Data and Network Science*, 8(1), 505-514.
- Y. A. B. Ahmad, S. S. Kumari, M. S, S. K. Guha, A. Gehlot and B. Pant, "Blockchain Implementation in Financial Sector and Cyber Security System," 2023 International Conference on Artificial Intelligence and Smart Communication (AISC), Greater Noida, India, 2023, pp. 586-590, <https://doi.org/10.1109/AISC56616.2023.10085045>
- Ahmad, A. Y. B., Atta, A. A. B., Shehadeh, M. A. H. A., Baniata, H. M. A., & Hani, L. Y. B. (2023). Fund family performance: Evidence from emerging countries. *WSEAS Trans. Bus. Econ*, 20, 951-964.
- Bani Atta, A. A., Ali Mustafa, J., Al-Qudah, S. S., Massad, E., & Ahmad, A. B. (2023). The effect of macroprudential regulation on banks' profitability during financial crises [Specialissue]. *Corporate Governance and Organizational Behavior Review*, 7(2), 245-258.
- Cheng, Congbin, Sayed Fayaz Ahmad, Muhammad Irshad, Ghadeer Alsanie, Yasser Khan, Ahmad Y. A. Bani Ahmad (Ayassrah), and Abdu Rahman Aleemi. 2023. "Impact of Green Process Innovation and Productivity on Sustainability: The Moderating Role of Environmental Awareness" *Sustainability* 15, no. 17: 12945. <https://doi.org/10.3390/su151712945>
- Atta, A., Baniata, H., Othman, O., Ali, B., Abughaush, S., Aljundi, N., & Ahmad, A. (2024). The impact of computer assisted auditing techniques in the audit process: an assessment of performance and effort expectancy. *International Journal of Data and Network Science*, 8(2), 977-988.
- ALLAHHAM, M., SHARABATI, A. A. A., HATAMLAH, H., AHMAD, A. Y. B., SABRA, S., & DAOUD, M. K. Big Data Analytics and AI for Green Supply Chain Integration and Sustainability in Hospitals. Magboul, I., Jebreel, M., Dweiri, M., Qabajeh, M., Al-Shorafa, A., & Ahmad, A. (2024). Antecedents and outcomes of green information technology Adoption: Insights from an oil industry. *International Journal of Data and Network Science*, 8(2), 921-934.
- Daoud, M. K., Al-Qeed, M., Ahmad, A. Y. B., & Al-Gasawneh, J. A. (2023). Mobile Marketing: Exploring the Efficacy of User-Centric Strategies for Enhanced Consumer Engagement and Conversion Rates. *International Journal of Membrane Science and Technology*, 10(2), 1252-1262.
- Daoud, M., Taha, S., Al-Qeed, M., Alsafadi, Y., Ahmad, A., & Allahham, M. (2024). EcoConnect: Guiding environmental awareness via digital marketing approaches. *International Journal of Data and Network Science*, 8(1), 235-242.
- Fraihat, B. A. M., Ahmad, A. Y. B., Alaa, A. A., Alhawamdeh, A. M., Soumadi, M. M., Aln'emi, E. A. S., & Alkhawaldeh, B. Y. S. (2023). Evaluating Technology Improvement in Sustainable Development Goals by Analysing Financial Development and Energy Consumption in Jordan. *International Journal of Energy Economics and Policy*, 13(4), 348
- Almestarihi, R., Ahmad, A., Frangieh, R., Abu-AlSondos, I., Nser, K., & Ziani, A. (2024). Measuring the ROI of paid advertising campaigns in digital marketing and its effect on business profitability. *Uncertain Supply Chain Management*, 12(2), 1275-1284.
- Al-Dweiri, M., Ramadan, B., Rawshdeh, A., Nassoura, A., Al-Hamad, A., & Ahmad, A. (2024). The mediating role of lean operations on the relationship between supply chain integration and operational performance. *Uncertain Supply Chain Management*, 12(2), 1163-1174.
- Lin, C., Ahmad, S. F., Ayassrah, A. Y. B. A., Irshad, M., Telba, A. A., Awwad, E. M., & Majid, M. I. (2023). Green production and green technology for sustainability: The mediating role of waste reduction and energy use. *Heliyon*, e22496.
- K. Daoud, D. . Alqudah, M. . Al-Qeed, B. A. . Al Qaied, and A. Y. A. B. . Ahmad, "The Relationship Between Mobile Marketing and Customer Perceptions in Jordanian Commercial Banks: The Electronic Quality As A Mediator Variable", *ijmst*, vol. 10, no. 2, pp. 1360-1371, Jun. 2023

- Mohammad Jebreel, Mohammad Alnaimat, Amjad Al-Shorafa, Majed Qabajeh, Mohammad Alqsass, & Ahmad Bani Ahmad. (2023). The Impact of Activity Ratios on Change in Earnings (Case Study:Based on Jordanian Food Companies). *Kurdish Studies*, 11(2), 4551–4560. Retrieved from <https://kurdishstudies.net/menu-script/index.php/KS/article/view/1044>
- Mohammad Alqsass, Munir Al-Hakim, Qais Al Kilani, Lina Warrad, Majed Qabajeh, Ahmad Y. A.Bani Ahmad, & Adnan qubbaja. (2023). The Impact of Operating Cash Flow on Earnings Per Share (Case Study Based on Jordanian Banks). *Kurdish Studies*, 11(2), 2718–2729. Retrieved from <https://kurdishstudies.net/menu-script/index.php/KS/article/view/831>
- Mohammad Alqsass, Munir Al-Haki, Mohammad Dweiri, Majed Qabajeh, Dmaithan almajali, Ahmad Bani Ahmad, & Adnan Qubbaja. (2023). The Impact of Current Ratio on Net Profit Margin (Case Study: Based on Jordanian Banks). *Kurdish Studies*, 11(2), 2894–2903. Retrieved from <https://kurdishstudies.net/menu-script/index.php/KS/article/view/834>
- Mustafa, J. A., ATTA, A. A. B., AHMAD, A. Y. B., SHEHADEH, M., & Agustina, R. (2023). Spillover Effect in Islamic and Conventional Fund Family: Evidence from Emerging Countries. *WSEAS Transactions on Business and Economics*, 20, 1042-1058.
- Mohsin, H. J., Hani, L. Y. B., Atta, A. A. B., Al-Alawnh, N. A. K., Ahmad, A. B., & Samara, H. H. (2023). THE IMPACT OF DIGITAL FINANCIAL TECHNOLOGIES ON THE DEVELOPMENT OF ENTREPRENEURSHIP: EVIDENCE FROM COMMERCIAL BANKS IN THE EMERGING MARKETS.
- Ni, L., Ahmad, S. F., Alshammari, T. O., Liang, H., Alsanie, G., Irshad, M., ... & Ayassrah, A. Y. B. A. (2023). The role of environmental regulation and green human capital towards sustainable development: The mediating role of green innovation and industry upgradation. *Journal of Cleaner Production*, 138497.
- Peng, Yixuan, Sayed Fayaz Ahmad, Ahmad Y. A. Bani Ahmad, Mustafa S. Al Shaikh, Mohammad Khalaf Daoud, and Fuad Mohammed Hussein Alhamdi. 2023. "Riding the Waves of Artificial Intelligence in Advancing Accounting and Its Implications for Sustainable Development Goals" *Sustainability* 15, no. 19: 14165.
- Peiran Liang, Yulu Guo, Sohaib Tahir Chauhdary, Manoj Kumar Agrawal, Sayed Fayaz Ahmad, Ahmad Yahiya ,Ahmad Bani Ahmad, Ahmad A. Ifseisi, Tiancheng Ji,2024” Sustainable development and multi-aspect analysis ,of a novel polygeneration system using biogas upgrading and LNG regasification processes, producing power ,heating, fresh water and liquid CO2”,*Process Safety and Environmental Protection*
- Peiran Liang, Yulu Guo, Tirumala Uday Kumar Nutakki, Manoj Kumar Agrawal, Taseer Muhammad, Sayed ,Fayaz Ahmad, Ahmad Yahiya Ahmad Bani Ahmad, Muxing Qin 2024. “ Comprehensive assessment and sustainability improvement of a natural gas power plant utilizing an environmentally friendly combined cooling heating and power-desalination arrangement”,*Journal of Cleaner Production*,Volume 436,,140387
- A. Y. A. Bani Ahmad, Y. M. A. Tarshany, F. T. M. Ayasrah, F. S. Mohamad, S. I. A. Saany and B. Pandey, "The Role of Cybersecurity in E-Commerce to Achieve the Maqasid of Money," 2023 International Conference on Computer Science and Emerging Technologies (CSET), Bangalore, India, 2023, pp. 1-8, doi: 10.1109/CSET58993.2023.10346972.
- Rumman, G., Alkhazali, A., Barnat, S., Alzoubi, S., AlZagheer, H., Dalbough, M., ... & Darawsheh, S. (2024). The contemporary management accounting practices adoption in the public industry: Evidence from Jordan. *International Journal of Data and Network Science*, 8(2), 1237-1246.
- Singh, R., Gupta, N. R., & Ahmad, A. Y. (2024). An Empirical Study on Challenges of Working From Home During COVID-19 on Work-Life Domains in the Education Sector in Bengaluru. In S. Singh, S. Rajest, S. Hadoussa, A. Obaid, & R. Regin (Eds.), *Data-Driven Intelligent Business Sustainability* (pp. 111-121). IGI Global. <https://doi.org/10.4018/979-8-3693-0049-7.ch008>
- William, P., Ahmad, A. Y. B., Deepak, A., Gupta, R., Bajaj, K. K., & Deshmukh, R. (2024). Sustainable Implementation of Artificial Intelligence Based Decision Support System for Irrigation Projects in the Development of Rural Settlements. *International Journal of Intelligent Systems and Applications in Engineering*, 12(3s), 48-56.
- Wang, C., Ahmad, S. F., Ayassrah, A. Y. B. A., Awwad, E. M., Irshad, M., Ali, Y. A., ... & Han, H. (2023). An empirical evaluation of technology acceptance model for Artificial Intelligence in E-commerce. *Heliyon*, 9(8).

- Yahiya Ahmad Bani Ahmad (Ayassrah), Ahmad; Ahmad Mahmoud Bani Atta, Anas; Ali Alawawdeh, Hanan; Abdallah Aljundi, Nawaf; Morshed, Amer; and Amin Dahbour, Saleh (2023) "The Effect of System Quality and User Quality of Information Technology on Internal Audit Effectiveness in Jordan, And the Moderating Effect of Management Support," *Applied Mathematics & Information Sciences*: Vol. 17: Iss. 5, Article 12. DOI: <https://dx.doi.org/10.18576/amis/170512>
- Zhan, Y., Ahmad, S. F., Irshad, M., Al-Razgan, M., Awwad, E. M., Ali, Y. A., & Ayassrah, A. Y. B. A. (2024). Investigating the role of Cybersecurity's perceived threats in the adoption of health information systems. *Heliyon*, 10(1).
- Alhawamdeh, H. M., & Alsmairat, M. A. (2019). Strategic decision making and organization performance: A literature review. *International review of management and marketing*, 9(4), 95.
- Alhawamdeh, H., Al-Saad, S. A., Almasarweh, M. S., Al-Hamad, A. A. S., Ahmad, A. Y., & Ayasrah, F. T. M. (2023). The role of energy management practices in sustainable tourism development: a case study of Jerash, Jordan. *International Journal of Energy Economics and Policy*, 13(6), 321-333.
- Alkhawaldeh, B., Alhawamdeh, H., Al-Afeef, M., Al-Smadi, A., Almarshad, M., Fraihat, B., ... & Alaa, A. (2023). The effect of financial technology on financial performance in Jordanian SMEs: The role of financial satisfaction. *Uncertain Supply Chain Management*, 11(3), 1019-1030.
- Ali, O., Al-Duleemi, K., Al-Afeef, D. J., & Al-hawamdah, D. H. (2019). The Impact of the Decisions of the COBIT 5 Committee on the Effectiveness of the Internal Control Systems in the Jordanian Industrial Joint Stock Companies. *The Journal of Social Sciences Research*, 5(11), 1587-1599.
- Ali, O. A. M., Matarneh, A. J., Almalkawi, A., & Mohamed, H. (2020). The impact of cyber governance in reducing the risk of cloud accounting in Jordanian commercial banks-from the perspective of Jordanian auditing firms. *Modern Applied Science*, 14(3), 75-89.
- Al-Hawamdeh, H. M. (2020). The Intermediate Role of Organizational Flexibility in the Impact of Using Information Technology on the Efficiency of the Application of IT Governance in Jordanian Industrial Companies. *Modern Applied Science*, 14(7).
- Fraihat, B. A. M., Alhawamdeh, H., Younis, B., Alkhawaldeh, A. M. A., & Al Shaban, A. (2023). The Effect of Organizational Structure on Employee Creativity: The Moderating Role of Communication Flow: A Survey Study.
- Al-gharaibeh, S. M., Al-Zoubi, D. M., Hijazi, H. A., Al-Sakarneh, A., Alhawamdeh, H. M., Abdel, M., & Al-Afeef, M. (2021). The Relationship Between E-learning During Coronavirus Pandemic and Job Burnout
- Alkhawaldeh, B. Y. S., Alhawamdeh, H., Almarshad, M., Fraihat, B. A. M., Abu-Alhija, S. M. M., Alhawamdeh, A. M., & Ismaeel, B. (2023). The effect of macroeconomic policy uncertainty on environmental quality in Jordan: Evidence from the novel dynamic simulations approach. *Jordan Journal of Economic Sciences*, 10(2), 116-131.
- among Faculty Members in Public and Private Universities in Jordan
- SALIH, A. A., & NASEREDDIN, A. Y. The Role of Strategic Awareness in Developing the Practice of Strategic Foresight in Business Organizations-Epistemological Perspective.
- Nasereddin, A. (2023). Exploring the effect of corporate environmental management responsibility on firm performance. *Uncertain Supply Chain Management*, 11(2), 625-636.
- Salih, A., Mousa, Z., & Nasereddin, A. (2023). The impact of career capital on sustainable competitive advantage: The mediating role of human resource management capabilities. *Uncertain Supply Chain Management*, 11(2), 489-502.
- Raza, A., Al Nasar, M. R., Hanandeh, E. S., Zitar, R. A., Nasereddin, A. Y., & Abualigah, L. (2023). A Novel Methodology for Human Kinematics Motion Detection Based on Smartphones Sensor Data Using Artificial Intelligence. *Technologies*, 11(2), 55.
- Nasereddin, A. Y. (2023). Impact of the Blue Ocean Strategy Dimensions in Achieving Competitive Advantage from the Perspective of Faculty Members.
- Nasereddin, A. Y. (2023). A Business Analytics Approach to Strategic Management using Uncovering Corporate Challenges through Topic Modeling.

- Yacoub Nasereddin, Ahmad (2023) "The Impact of Lean Thinking on Strategic Planning in Industrial Companies in Jordan from the Upper and Middle Management: A Perspective Study," Information Sciences Letters: Vol. 12 : Iss. 6 , PP -
- Al-Afeef, M., Fraihat, B., Alhawamdeh, H., Hijazi, H., AL-Afeef, M., Nawasr, M., & Rabi, A. (2023). Factors affecting middle eastern countries' intention to use financial technology. International Journal of Data and Network Science, 7(3), 1179-1192.
- Al-Waely, D., Fraihat, B. A. M., Al Hawamdeh, H., Al-Tae, H., & Al-Kadhimi, A. M. M. N. (2021). Competitive Intelligence Dimensions as a Tool for Reducing the Business Environment Gaps: An Empirical Study on the Travel Agencies in Jordan. Journal of Hunan University Natural Sciences, 48(11).