

Country Guide

Oman

Prepared by



SASLO



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1. The Country at a Glance

Oman is situated on the southeastern coast of the Arabian Peninsula. It shares land borders with Saudi Arabia, United Arab Emirates and Yemen, and maritime borders with Iran and Pakistan.

2. Legal and Judicial System

Royal Decrees are the cornerstone of Oman's legal system, and are frequently supplemented by secondary or delegated law in the form of Ministerial Decisions. The initialization "RD" is used in this article to identify Royal Decrees.

Oman's current constitution was enacted by RD 6/2021 (the "**Basic Law**"). The Basic Law consists of 98 Articles establishing the legal and political framework within which the State operates. It sets out the political, economic, and social tenets on which the State will base its policies and also defines the State's obligations. The Basic Law preserves the independence of the judiciary, safeguards property rights, and ensures fundamental liberties. Under the Basic Law, the Courts of Oman operate in accordance with the rule of law.

Unless Omani law specifies otherwise, contracts between parties are governed by Oman's Civil Transactions Law RD 29/2013 (the "**Civil Code**").

When interpreting contracts, the Courts adopt a purposive approach, looking for the parties' intended meaning. In general, good faith is expected of a party exercising its rights under a contract. The principles of Islamic jurisprudence, the principles of sharia, and customary practices (in that order of descending authority) may also be pertinent in interpreting contracts.

Oman's judiciary consists of the Primary Courts, comprising the Court of First Instance, the Appeal Courts, and the Supreme Court. The Supreme Court is Oman's highest Court.

All Omani laws and regulations are prepared in Arabic and no reliance should be placed on any English translation of such laws and regulations.

3. Foreign Investment

3.1 General Principles

Non-Omanis are prohibited from undertaking commercial activities in Oman unless they have established a formal presence by registering a legal entity or by appointing an agent in Oman. Any foreigner who appoints an agent must do so in accordance with the Law of Commercial Agencies RD 26/1977, as amended.

Legal entities must be registered with Oman’s Ministry of Commerce, Industry and Investment Promotion (the “**MOCIIP**”) in order to conduct business, with contractual joint ventures (which require at least one of the participants to hold a valid licence) the exception to this general rule.

3.2 Foreign Investment Restrictions

Foreign ownership restrictions have been significantly relaxed pursuant to Oman’s Foreign Capital Investment Law RD 50/2019 (the “**FCIL**”). As a consequence, most activities may now be carried out by a company that is 100% foreign owned. Exceptions to this general rule include (a) activities set out on the restricted activities list issued by the MOCIIP (as amended from time to time) and (b) certain other sector-specific activities (e.g. engineering consultancy offices, commercial agencies).

3.3 Operation through a Local Commercial Agent

Any arrangement for a foreign entity to conduct business through a local commercial agent must be registered with the MOCIIP. Commercial agents must hold a valid MOCIIP licence to carry out agency services.

4. Types of legal entity in Oman

4.1 Most Common Corporate Vehicles

Oman’s Commercial Companies Law RD 18/2019 (the “**Companies Law**”) contemplates the following types of “commercial companies”:

- general partnerships;
- limited partnerships;
- joint ventures;
- joint stock companies, which may take the form of:
 - public joint stock companies; or
 - closed joint stock companies;
- limited liability companies;
- holding companies; and
- single person companies.

The Companies Law applies equally to commercial companies registered onshore in Oman and those registered in any of the free zones or special economic zones. In addition to compliance with the requirements of the Companies Law and its implementing regulations, registration of a commercial company in an Omani free zone requires compliance with the specific free zone decisions and regulations issued respectively by each free zone.

4.2 Limited Liability Company

Constitutive Document

The constitutive document of a limited liability company (“**LLC**”) is its constitutive contract (“**Constitutive Contract**”). The LLC has a commercial registration, which is a publicly accessible document maintained by the MOCIIP and which contains details of the LLC’s licensed activities, shareholders, managers, and authorised signatories (including any limitations on their authority).

Shareholders

An LLC must have a minimum of two and a maximum of 50 shareholders. There is no minimum shareholding requirement for each shareholder provided that a shareholder should own at least one share. The minimum share capital will depend on the LLC’s commercial activities and company grade (as selected by the shareholders).

All issues and transfers of shares must be registered with the MOCIIP.

Management

Under the Companies Law, one or more managers are responsible for the management of an LLC. The managers are appointed by the shareholders and may or may not be shareholders in the LC.

An LLC does not have directors. It is however possible for an LLC to create a contractual board of directors and to enshrine the provisions relating to the contractual board of directors in its Constitutive Contract.

Establishment

Registration of an LLC typically takes approximately 14 days from submission of all supporting documents to the MOCIIP, including:

- the constitutive contract of the LLC (the “**Constitutive Contract**”);
- certain resolutions of the LLC’s founding shareholders;

- a foreign investment form (where applicable); and
- copies of the passports of the LLC's first authorised signatories/managers.

Some of these supporting documents may need to be notarized, legalized and/or apostilled before being submitted to the MOCIIP, and accordingly submission may involve a significant amount of lead time. The Constitutive Contract must be in Arabic but may also include a translation. The licensing procedure will entail requesting authorization for the particular activities that the LLC will undertake.

Governmental fees and disbursements depend on the share capital and the final list of activities of the company. The range is ordinarily between OMR 200 and OMR 800. For 100% foreign investment owned companies, the MOCIIP fees will be at least OMR 3,000 and will depend on the LC's share capital and registered commercial activities.

Following incorporation, the LLC will need to register with Oman's Chamber of Commerce and Industry and will need to submit an application for a municipality licence. To apply for a municipality licence, the LLC will need to submit a copy of its tenancy agreement.

4.3 Single Person Company

A single person company ("**SPC**") is a limited liability company in which a single natural or juristic person holds 100% of the share capital. SPCs are regulated in a similar way to LLCs, with certain limited exceptions (for example SPCs may not establish other single person companies).

4.4 Joint Stock Company

Constitutive Document

The constitutive document of a joint stock company ("**JSC**") is its articles of association ("**Articles of Association**").

A JSC has a commercial registration containing details of the JSC's licensed activities, directors, and authorised signatories (including any limitations on their authority).

Shareholders

A JSC requires at least three shareholders and has no maximum number of shareholders.

The minimum share capital of a public joint stock company ("**SAOG**") is OMR 2 million and the minimum share capital of a closed joint stock company ("**SAOC**") is OMR 500,000. Depending on the activities of the JSC, higher share capital may be required.

Transfers of shares in a JSC are implemented through a broker and registered with the Muscat Clearing and Depository SAOC.

Regulation

SAOGs and SAOCs are subject to significantly more stringent regulatory obligations than LLCs.

Management

A JSC is managed by its board of directors. The board of directors of a JSC has all the power required to run its business, subject to the Companies Law and the JSC's Articles of Association. The board is also responsible for implementing any resolutions that the shareholders of the JSC approve at general meetings. Three to eleven directors are required for a SAOC, while five to eleven directors are required for a SAOG. In each instance, the JSC's Articles of Association will specify the number of directors, which must be of an uneven number.

Establishment

The formation of an SAOC requires the issuance of an administrative decision by the MOCIIP, and the formation of an SAOG requires the issuance of an administrative decision by the FSA (formerly known as the CMA). The registration process for a JSC can take several months.

Holding Company

A holding company is a JSC that controls the finances and operations of one or more LLCs, JSCs, or both, by owning at least 51% of the shares in each of these companies.

4.5 Joint Venture

A joint venture company (“**JV**”) is established by two or more partners in accordance with a formal joint venture agreement. The JV agreement must include, amongst other things:

- the JV's objectives;
- the rights and obligations of the partners;
- the method of distribution of the profits and losses;
- the manner of management of the company; and

- any other essential elements.

JVs are the only legal entities in Oman that are not subject to MOCIIP registration requirements. There is no minimum capital requirement for JVs.

The existence of the JV may not be raised as a defence against third parties. A JV does not have a juristic personality. If any partner in the JV discloses the existence of the JV to a third party who deals with him/her in such capacity, the provisions regulating general partnerships and general partners thereof shall be applicable to such contract (i.e. all partners in the JV will have unlimited liability).

Generally, investors prefer LLCs over JVs due to the limited liability they confer. However, compared to LLCs, JVs can provide a quicker path into the market and are subject to less onerous regulation under the Companies Law.

4.6 General Partnerships and Limited Partnerships

A general partnership (“**GP**”) is established by two or more natural persons. The partners of a GP bear joint and several liability for the debts and liabilities of the GP.

A limited partnership (“**LP**”) is established by at least one general partner and at least one limited partner. While a limited partner's liability in an LP is restricted to the amount of its contribution, the general partners of an LP are jointly and severally liable for the LP's debts and obligations.

GPs and LPs have a constitutive contract, which sets out the way the GP and LP are to be managed and operated. All general partners of an LP and all partners of a GP are considered managers of the GP/LP, subject to the constitutive contract. Limited partners of an LP are prohibited from being involved in its management.

GPs and LPs do not require a minimum capital.

4.7 Branch of a foreign company

A foreign company headquartered outside Oman may establish a branch in Oman (“**Branch**”). The Branch must be registered with the MOCIIP.

Establishing a Branch permits a foreign company to carry out business in Oman without registering an entity under the Companies Law. A Branch is an extension of its parent entity in Oman and does not create a distinct corporate entity. Accordingly, the parent entity of the Branch remains liable to the full extent for the liabilities of its Branch.

Typically, registration takes approximately 14 days from filing the relevant documents at MOCIIP.

Although a Branch does not have minimum capital requirements, the parent company is required to guarantee the obligations of the Branch. A Branch is managed by a general manager and regulated by the constitutional documents of its parent company.

4.8 Representative Office

A foreign company headquartered outside Oman may establish a representative office in Oman (“**Representative Office**”). The Representative Office must be registered with the MOCIIP. The objectives of the Representative Office are limited to:

- approaching customers in Oman with the aim of introducing the products or services of the foreign company or the companies they represent for marketing purposes;
- approaching exporters and vendors of raw, manufactured and semi-manufactured materials which are required by the foreign entity and facilitate the entity’s business; and
- informing the foreign entity of the complaints received in relation to its products or services and overcome the difficulties facing the distribution of such products or providing those services.

Representative Offices may not engage in any of the following activities:

- import, export or sale (however, a Representative Office is permitted to import commercial samples of the goods produced by the parent company or enterprise for promotion);
- promotion of products or services other than those produced by the parent company or enterprise they represent; or
- direct contact with consumers (their contacts must be confined to merchants only).

Typically, registration takes approximately three to five days from filing the relevant documents at the MOCIIP.

Although a Representative Office does not have minimum capital requirements, the parent company is required to guarantee the obligations of the Representative Office. A Representative Office is managed by a general manager and regulated by the constitutional documents of its parent company.

5. Employment Law

Oman's new Labour Law RD 53/2023 ("**Labour Law**") governs the employer/employee relationship in Oman. The Ministry of Labour periodically issues regulations to further regulate specific aspects of the employment relationship.

Minimum benefits and entitlements for employees, including maximum working hours, yearly leave, and sick leave entitlements, are outlined in the Labour Law. Benefits and entitlements beyond these minimum standards may be included in the employment contract.

5.1 Employment Contracts

In accordance with the Labour Law, an employment contract must be in writing, in Arabic, and, if necessary, translated into a language that the employer and employee can both comprehend. An employment contract may be of fixed term or unlimited term, and it must contain specific required elements as set out in the Labour Law. If the employment is for a fixed term, then such term may not exceed five years, which is extendable by the agreement of the parties.

5.2 Working Hours

It is prohibited to require an employee to work for more than 40 hours a week and eight hours a day. The maximum continuous working hours should not exceed six hours. It is however permitted to request the employee to work additional hours, provided that the total hours do not exceed 12 hours and that the employee is compensated with an additional basic wage of 25% for daytime work and 50% for nighttime work. Alternatively, the employee may be compensated with leave from work in lieu of overtime if the employee requests the same.

The employee's consent is required to work overtime, except in the following circumstances:

- Annual inventory work, budget preparation, liquidation, the closing of accounts, and preparation for sale at discounted prices, provided that the number of days in which the worker works for more than the prescribed period of daily work does not exceed 15 days per year, unless the competent entity authorizes longer periods; and
- If the work is to prevent the occurrence of an accident, to rectify what resulted from it, to avoid an actual loss of perishable materials, or if the work is with the intention of facing unusual pressure, provided that the employer informs the competent authority within 24 hours with a clarification of the emergency situation or the additional work and of the period necessary to complete the work.

5.3 Termination of Employment Contracts:

An employment contract terminates in the following circumstances:

- The expiry of its term or the completion of the work agreed upon;
- The termination of the contract by the employee in accordance with the agreed upon notice period;
- The termination of the contract by the employer without notice on one of the grounds for termination as provided for in Article 40 of the Labour Law;
- The termination of the contract by the employer with notice on one of the grounds for termination as provided for in Article 43 of the Labour Law;
- The inability of the employee to perform their work, or their death; and
- The illness of the employee that necessitates his absence from work for a consecutive or intermittent period of no less than three months in any one year where their sick leave and the balance of their ordinary leave has been exhausted.

The Labour Law now contains provisions allowing for termination of employees on the grounds of redundancy, provided that the approval of the committee established by the Ministry of Labour for this purpose is obtained.

The Supreme Court has ruled that, even if an employer has the option to end an employment contract with notice, the termination must have a valid reason.

If a Court finds the termination of the employment contract to be arbitrary or in violation of the Labour Law, then the Court may order the employer to pay the employee a compensation no less than three months but no more than twelve months of the employee's gross wage, in addition to any end of service gratuity the employee is entitled to and any insurance contributions made by the employee. An employer should seek legal advice from counsel before terminating any employment contract.

6. Competition Law

6.1 Notification of Merger Control

Anti-competitive practices are governed by the Competition Law RD 67/2014 as amended (the "**Competition Law**") and its executive regulations.

Any person intending to carry out any action that may lead to an "economic concentration" must apply in writing to the MOCIIP. Any application for clearance of an economic concentration will be reviewed by the MOCIIP, which will then render a decision within 90 days. If the MOCIIP does not reply within that period, the application will be deemed to have been accepted.

An "economic concentration" is defined in the Competition Law as "any act that results in the transfer of the ownership of all or part of the assets, shares, stocks, use, rights or obligations of one person to another person or establishing consortiums or amalgamations or combining two or more managements under one joint management, which is likely to cause a person or a group of persons directly or indirectly to be in a dominant position". Therefore joint ventures also have the potential to fall within the scope of this definition.

The MOCIIP may not approve any application for economic concentration which would result in the acquisition of more than 50% of the relevant market.

The Competition Law has wide application. It covers all manufacturing, trade, service, and other economic and commercial operations carried out in Oman as well as any economic and commercial activity carried out outside Oman that could have an impact on Oman. The Competition Law also regulates the abuse of IP rights, where this would have an adverse effect on competition

The MOCIIP have recently appointed a new anti-trust team at the MOCIIP that is solely responsible for monitoring developments in the market. When this team becomes aware of a transaction (e.g. through the media), and an application for clearance/pre-approval has not been made, the MOCIIP will send a letter to the relevant parties requesting details of the transaction for anti-trust purposes and seeking justification of and grounds for the decision not to make an application.

6.2 Prohibitions under the Competition Law

Under the Competition Law:

- It is prohibited to enter into any agreement or contract inside or outside Oman or to take any measures, whether written or oral, aimed at monopolizing the import, production, distribution, sale, purchase or circulation of any product, or take any monopolistic action that impacts the market;
- It is prohibited to enter into any agreement or contract inside or outside Oman or to conduct any measure or practice, whether written or oral and whether express or implied, aimed at preventing, limiting or weakening competition, including without limitation the types of anti-competitive practices specified in the Competition Law in relation thereto;

- It is prohibited for a person who enjoys a dominant position from engaging in any practice that would prejudice, limit, or prevent competition, including without limitation the types of anti-competitive practices specified in the Competition Law in relation thereto.

Under the Competition Law, a dominating position occurs when an individual or group of individuals collaborates directly or indirectly to control or influence the market in question, including when they acquire a share of that market that is greater than 35%.

The Competition Law defines the "market concerned" as having two essential components: the relevant product and the geographic scope. Determining if a dominant position has arisen requires understanding the scope of the "market concerned" and applying it to the activity or practice in question.

The Competition Law defines a "monopoly" as the direct or indirect control by a person or a group of persons of the quantity and prices of a kind of goods or service in a manner that would result in a restriction or cause an adverse effect on the freedom of competition.

6.3 Competition Law Executive Regulations

The Competition Law's executive regulations were issued in January 2021 pursuant to the MOCIIP's Ministerial Decision No. 18/2021 (the "**Regulations**").

The Regulations offer more clarification on the definition of dominance, relevant products, and geographic scope. Therefore, they should be consulted when determining if a given arrangement would be deemed to be a prohibited practice or if MOCIIP preapproval would be necessary for a transaction, or whether it would otherwise come under the purview of the Competition Law.

The following clear guidelines about the potential triggers of market dominance are also provided by the Regulations:

- where a person or persons acquire shares exceeding 35% of the relevant market; and
- where a person is able to influence product prices, or the volume of the supply of products, even if that person's share is less than 35% of the relevant market.

The Regulations outline the procedure for obtaining MOCIIP approval for an economic concentration and stipulate that certain documents, including information defining the economic concentration's nature and structure, must be submitted with the application. Copies of studies, reports, and questionnaires created with the intention of evaluating the economic concentration, together with a justification for it, must also be submitted. The Regulations provide that all documents included in the economic concentration

application must be in Arabic; an official, certified translation into Arabic must be included if the documents are not in Arabic.

7. Intellectual Property

7.1 Patents

In accordance with the Industrial Property Rights Law RD 67/2008, (the “**IPR Law**”) an invention is eligible for patent protection provided it is novel, incorporates an inventive step, and has the potential for industrial use.

In general, the process for registering a patent is as follows:

- The process begins with submitting an application in the prescribed form to the MOCIIP Directorate of Intellectual Property (the “**Registrar**”). The application must be accompanied by a petition that includes all the information about the applicant, the inventor, and the invention's title, as well as a statement proving the applicant's right to the patent, in the event that they are not the inventor, and a description of the invention.
- The patent application will be made available for public inspection by the Registrar 18 months from the date of filing. The applicant may ask the Registrar to open the application for public examination at any point during the 18-month period following the filing date, provided they have paid the specified price.
- The applicant will be notified to provide their observations and revise or divide the application within three months of the notice date if the Registrar determines that the requirements outlined in the IPR Law are not satisfied.
- The applicant must pay the appropriate amount within 90 days of the Registrar granting the patent.
- A certificate of grant bearing the Registrar's signature will be issued, and the patent will be deemed granted on the day the Registrar publishes such a grant.

Typically, a patent will expire 20 years after the filing date.

7.2 Trademarks

Trademarks are likewise governed by the IPR Law. Any graphic symbol that can be used to differentiate the goods or services of one supplier from those of another is considered a trademark.

In general, the process for registering a trademark is as follows:

- The process begins with the Registrar receiving a trademark application in the required format and the necessary supporting documentation (such as the applicant's data and a power of attorney).
- After that, the application will be reviewed by the Registrar to make sure it meets all the requirements and can be registered.
- The application will be published after the Registrar certifies that the registration application satisfies all legal requirements, it. Within 90 days of the publication date, any interested party may file a written objection to the registration with the Registrar by paying the required fees.
- The Registrar will register the trademark, publish it, and issue a registration certificate if no objections are raised.
- Alternatively, if the trademark application does not meet the standards, the Registrar may refuse to register it; in such case, the applicant will be informed of the decision and its rationale.
- Within 60 days of the date of notification, the applicant may challenge the decision rejecting the application for trademark registration. The decision to reject the application may potentially be appealed by the applicant to the appropriate Court.

A trademark registered in Oman is protected for 10 years from the date of filing, after which it may be renewed.

7.3 Industrial Design

Industrial design is defined under the IPR Law as “any combination of lines, colours or any three-dimensional form whether connected with lines or colours or not, provided that such combination or form gives a distinctive appearance to an industrial or a handicraft product forming a sign of an industrial or a handicraft product which is visually perceptible with an unaided eye”.

For the industrial design to be capable of being registered, it must be:

- new;
- not disclosed to the public; and
- industrially applicable.

An industrial design registered in Oman has a five-year protection period. At the owner's request and after paying the necessary fees, the design may be extended for an additional two consecutive terms of the same length.

In general, the process for registering an industrial design is as follows:

- The process starts with the applicant or the applicant's lawyer signing an application for registration that is submitted to the Registrar in the required form.
- Drawings, pictures, and a petition that adequately explains the goods incorporating the industrial design and specifies the kinds of items for which the industrial design is used must be submitted with the application.
- After reviewing the application, the Registrar will decide whether to accept it or reject it and inform the applicant. The applicant has 90 days from the date of such notification to make the required payments.
- The Registrar will publish the industrial design in the Official Gazette.
- The industrial design registration certificate will be issued by the Registrar following the successful conclusion of the no objection period.

An industrial design is valid for five years from the date of filing and, at the owner's request, can be renewed in accordance with the IPR Law.

7.4 Copyright

Copyright in Oman is regulated by the Law for the Protection of Copyright and Neighbouring Rights RD 65/2008 as amended (the “**Copyright Law**”). Oman ratified the Berne Convention for Protection of Literary and Artistic Works in July 1999.

Original literary, technical, and scientific works are protected by the Copyright Law, irrespective of their nature, value, mode of expression, or authoring goal. Copyright protects databases and computer programs that are accessed from a computer or another location. Copyright does not apply to simple concepts, procedures, labour processes, mathematical ideas, principles, innovations, or data.

An author or their lawyer may submit an application for work protection to the MOCIIP in the required form and with three copies of the work before the author's work is published. According to the Copyright Law, a deposit of this kind constitutes ownership. A deposit number will be given to the applicant, and the deposit will thereafter be published in the Official Gazette. After this, a request for the work's data deposit certificate is sent to the MOCIIP.

An author's financial rights to a literary work, including computer programs, are safeguarded for the duration of their lifetime and for 70 years after their death.

Registration of title to the authorship of a work acts as proof of ownership to the work (Registered Owner), and the onus to prove that the work does not belong to the Registered Owner is on the infringer. A titleholder is entitled to remedies at borders and interim/ex parte remedies in addition to civil and criminal remedies. Orders to stop the infringement, prohibit the export or import of the items in question, and compensation claims based on the infringer's earnings and losses are examples of civil remedies. If copyright infringement is proven, the Court should issue an order seizing any assets that were obtained as a result of the infringement. The Court should also, unless in extraordinary circumstances, order the confiscation of all goods implicated in the infringement as well as the tools and materials used to carry out the infringement. If the destruction of these goods is likely to endanger the environment or public health, the judgment debtor must pay for its destruction. If not, the Court should dispose of the goods outside of the trade channels.

8. Data Protection

8.1 Data Protection Law

Oman's first comprehensive personal data protection law was promulgated by RD 6/2022 ("DPL") and came into force on 13 February 2023. The Ministry of Transport, Communications, and Information Technology ("**MOTCIT**") recently issued the executive regulations to the DPL that came into force on 29 January 2024 ("**DPL Regulations**").

Any processing of personal data is now subject to the DPL. The DPL defines "personal data" as data that identifies a natural person or makes him/her identifiable, directly, or indirectly, by reference to one or more identifiers such as their name, civil number, or electronic identifiers data or spatial data, or by reference to one or more factors specific to their genetic, physical, mental, psychological, social, cultural, or economic identity.

8.2 Rights of a Data Owner

Consent

Personal data may now only be processed if the personal data owner expressly consents to such processing. Consent must be given by a person of full capacity in a clear, understandable manner and without any coercion. Such consent must be given in writing or by electronic means or by any other means specified by the controller when requesting consent.

The data owner may revoke their consent for the processing of their personal data.

Sensitive Data

The DPL restricts the processing of the following data:

- Genetic and vital data;
- Health data
- Data related to ethnic origin, sexual life, political or religious opinions or beliefs, or criminal convictions; and
- Data related to security measures,

(together “**Sensitive Data**”).

A permit must be obtained from the MOTCIT before any Sensitive Data can be processed. The controller is required to submit an application to the MOTCIT and attach the controller’s personal data protection policy and the precautionary measures to be adopted by the controller if a personal data breach occurs. The MOTCIT is required to consider the application and decide on it within 45 days. The permit will be valid for a period of no more than five years, which is extendable for a similar period. The MOTCIT may cancel the permit for reasons of noncompliance with the DPL and/or the DPL Regulations.

8.3 Transfer of Personal Data

Personal data may only be transferred outside Oman if the personal data owner specifically consents to the transfer. The transfer must not harm national security or state interests. However, there are two exceptions to this requirement:

- If the transfer fulfills an international obligation arising from an agreement to which Oman is a party; and/or
- If the data is anonymized, cannot be linked back to the personal data owner, and the personal data owner cannot be identified by any means.

Before transferring personal data outside Oman, the controller must ensure that the external processing entity provides an adequate level of protection for the data, no less than the level prescribed by the DPL and DPL Regulations.

The controller must conduct an evaluation of the external processor's data protection level and the risks of transferring personal data in accordance with the requirements set out in the DPL Regulations.

8.4 Role of the MOTCIT

The MOTCIT is the regulator of data protection matters in Oman. The DPL sets out the MOTCIT’s duties and powers in enforcing data protection matters, which include:

- preparation and approval of controls and procedures in relation of personal data protection;

- issuance of control and procedures required for personal data processing and ensuring compliance of the controller and processor;
- receiving communications and complaints from personal data owners;
- coordinating with data protection authorities in other jurisdictions;
- advising and supporting other governmental units in relation to personal data protection; and
- maintaining a register of controllers and processors.