حكومة دبي
GOVERNMENT OF DUBAI

هيئة كهرباء ومياه دبي
Dubai Electricity & Water Authority

THIRD-PARTY CODE OF CONDUCT

June 2026

CONFIDENTIALITY NOTICE:
This document is the property of DEWA. Unauthorized use, disclosure, reproduction, or distribution is prohibited. Third Parties may use this document solely for the purpose of complying with DEWA requirements.

CONTENTS

هيئة كهرباء ومياه دبي
Dubai Electricity & Water Authority

1 Introduction and General Principles 3

2 Compliance with Laws, Ethics, and Integrity 4

2.1 Compliance with Laws and Regulations 4

2.2 Anti-Bribery and Corruption 4

2.3 Anti-Money Laundering and Counter-Terrorism Financing 4

2.4 Sanctions and Trade compliance 4

2.5 Conflicts of Interest 5

2.6 Unfair Business Practices 5

3 Responsible Business Practices and Accountability 6

3.1 Third-Party Due Diligence and Supply Chain Accountability 6

3.2 Gifts and Gratifications 6

3.3 Ethical and Compliance Capability 6

3.4 Inside Training 7

3.5 Documentation Integrity and Transparency 7

4 Data Privacy, Confidentiality, and Intellectual Property 8

4.1 Data Privacy and Information Security 8

4.2 Data Privacy and Information Security 8

5 Labor and Human Rights 9

6 Product, Service Quality, Health, and Safety 10

6.1 Product and Service Quality 10

6.2 Health and Safety Requirements 11

7 Environmental Responsibility and Sustainability 14

8 Business Continuity and Operational Resilience 15

9 Compliance Verification, Reporting and Whistleblowing 15

10 Third Party Declaration 16

INTRODUCTION AND GENERAL PRINCIPLES

هيئة كهرباء ومياه دبي
Dubai Electricity & Water Authority

Dubai Electricity and Water Authority (DEWA PJSC), including each of its divisions, business units, and subsidiaries, is firmly committed to conducting business with the highest integrity and in full compliance with the laws of the United Arab Emirates and Emirate of Dubai. DEWA promotes standards of ethics and business conduct across its operations and expects the same from all external partners.

All DEWA suppliers of products, services, or resources including consultants, contractors, associates, and outsourcing providers (collectively, “Third Parties”), must comply with this Third-Party Code of Conduct (the “Code”). This Code sets forth DEWA’s fundamental ethical and business conduct requirements for Third Parties. It is not exhaustive; rather, it provides a high-level framework that Third Parties are expected to meet and, where applicable, exceed through best practices.

DEWA enforces a strict Zero-Tolerance approach to fraud, bribery, corruption, and money laundering. All forms of bribery, whether direct or indirect, inbound or outbound, are strictly prohibited. Third Parties must support DEWA’s Compliance Programme, Anti-Bribery Management System (ABMS), Ethics, and Whistleblowing frameworks, maintain accurate and complete records when performing services for DEWA, and adhere to DEWA applicable standards and regulations as well as DEWA's internal policies and requirements during the duration of service provisioning and as per agreed contractual requirements.



COMPLIANCE WITH LAWS, ETHICS, AND INTEGRITY

هيئة كهرباء ومياه دبي
Dubai Electricity & Water Authority

Compliance with Laws and Regulations

Third Parties must follow and adhere to all applicable laws and legislations in the United Arab Emirates and Emirate of Dubai and are responsible for understanding and complying with all relevant legal and regulatory obligations related to their work with DEWA, including those governing commercial conduct, procurement, labor, environment, data protection, sanctions, anti-bribery, and financial crime and with DEWA's related policies and resolutions in this respect.

Anti-Bribery and Corruption

Third Parties must compete strictly based on the merits of their products and services, and must never offer, promise, authorise, or provide, directly or indirectly, anything of value (including, without limitation, business gifts or courtesies) with the intent or effect of inducing anyone (including, without limitation, a DEWA employee, or higher tier or sub-tier Third Party) to forego their duties and provide unfair business advantage to the Third Party or others.

Accordingly, the Third Party will, and will cause its employees, representatives, and subcontractors to, comply with all Laws the United Arab Emirates and Emirate of Dubai , relating to anti-corruption and anti-money laundering.

Anti-Money Laundering and Counter-Terrorism Financing

Third Parties must not participate in money laundering, terrorism financing, tax evasion, sanctions evasion, or any other financial crime. All funds and transactions associated with DEWA work must be legitimate and fully documented.

Sanctions and Trade compliance

Third Parties may not, directly or indirectly, engage with sanctioned individuals, entities, or jurisdictions or use intermediaries to bypass sanctions, if any, administered by UAE. Suspicious activity must be reported promptly to DEWA.

- Sanctions compliance: No direct or indirect dealings with sanctioned countries, entities, or individuals. Screening is required before onboarding and throughout the engagement.
- Export controls and customs: Compliance with the United Arab Emirates and Emirate of Dubai customs laws, export control restrictions, and international trade rules impacting goods, technology, software, and data transfers.
- Prohibited transactions: No transactions with restricted parties on applicable sanctions or denied-party lists, including through intermediaries.

COMPLIANCE WITH LAWS, ETHICS, AND INTEGRITY

Conflicts of Interest

Third Parties must avoid all conflicts of interest or situations giving the appearance of a conflict of interest when doing business with DEWA. Third Parties must promptly report to DEWA any instances involving actual or apparent conflicts of interest between their interests and those of DEWA, such as a direct personal or financial interest in a business decision or vendor selection. Likewise, Third Parties shall not, without prior written notification thereof to DEWA, enter into any business relationship with any director, employee, or representative of DEWA that may create a conflict with their fiduciary obligations with, or the interests of, DEWA.

Unfair Business Practices

Third Parties must not engage in any illegal anti-competitive conduct or deceptive trade practice for any reason whatsoever, falsely stating that they are acting on behalf of DEWA, other Third Parties, or others. Accordingly, Third Parties must never rig bids, fix prices, or provide or exchange customers, DEWA's, Third Parties or others' competitively sensitive information (including, without limitation, price, cost, and technical data) with DEWA's competitors or competitors of Third Parties.

Third Parties must also refrain from abusing their market power, whether for their benefit or the benefit of others, by refusing to deal fairly, engaging in predatory or discriminatory pricing practices, conditioning the sale or provision of a particular product or service, or undertaking similar abusive tactics. Third Parties must not engage in other deceptive or unfair market practices, stating that they are acting on behalf of DEWA, Third Parties or others. Further, Third Parties must never make any misrepresentations relating to the products or services.



RESPONSIBLE BUSINESS PRACTICES AND ACCOUNTABILITY

هيئة كهرباء ومياه دبي
Dubai Electricity & Water Authority

Third-Party Due Diligence and Supply Chain Accountability

Third Parties must perform appropriate integrity and compliance due diligence on their subcontractors and related third parties, ensuring they are reputable, qualified, and capable of meeting this Code. Third Parties remain accountable and liable for the actions and omissions of subcontractors performing DEWA-related work, must ensure compliance across their supply chain and adhere to the requirements mandated in this code of conduct.

Gifts and Gratifications

Third Parties shall not give or receive gifts, entertainment, or favors of material value intended to influence business decisions or secure favorable treatment. Cash or cash equivalents are strictly prohibited. Gifts of any value shall not be accepted.

Ethical and Compliance Capability

Third Parties must:

- Maintain internal compliance with policies, procedures, and controls appropriate to the size and risk-profile of the engagement.
- Provide periodic ethics and compliance training to personnel working on DEWA engagements.
- Establish mechanisms to prevent, detect, and remediate misconduct, including disciplinary measures and escalation protocols.



RESPONSIBLE BUSINESS PRACTICES AND ACCOUNTABILITY

هيئة كهرباء ومياه دبي
Dubai Electricity & Water Authority

Inside Trading

Third Parties must not engage in insider trading, or disclosure of inside information obtained while working with DEWA. A Third Party in possession of inside information which has not been made public, shall not buy or sell any securities of DEWA.

Documentation Integrity and Transparency

Third Parties must maintain accurate, complete, and truthful books, records, and documentation that fairly reflect actual transactions and operational decisions. falsification, misrepresentation, or concealment are prohibited. Records must be securely stored, retained in accordance with applicable requirements, and made available to DEWA upon request. Third Parties must maintain valid certifications, permits, and licenses and notify DEWA immediately of any suspension or revocation.



DATA PRIVACY, CONFIDENTIALITY, AND INTELLECTUAL PROPERTY

Data Privacy and Information Security

Third Parties shall remain responsible for non-compliance of subcontractors to DEWA data protection, privacy, and information security.

Third Parties must comply with all applicable data protection, privacy, cybersecurity, and information security laws and regulations of the United Arab Emirates and Emirate of Dubai , as well as global and industry best practices. Third Parties must safeguard DEWA information using appropriate administrative, technical, and physical controls and ensure their subcontractors managing DEWA data apply equivalent standards as per DEWA's applicable standards, regulatory requirements, and policies. Appropriate acknowledgment must be obtained to ensure there are no compliance violations that may pose a risk to DEWA's security and compliance posture.

If the Third party will be processing personal data on behalf of DEWA, they shall enter into a Data Processing Agreement or Data Transfer Agreement as mandated by DEWA. Third parties must support and cooperate in privacy-related due diligence assessments related to the engagement.

DEWA's data, particularly Personal Data, Sensitive Personal Data and other DEWA classified data shall be used solely for authorized purposes related to the engagement and protected through appropriate safeguards. Third Parties must inform DEWA before onboarding any subcontractors and ensure equivalent privacy and protection obligations are applied and maintained, promptly notify DEWA of any data incident affecting DEWA, refrain from unauthorized cross border data transfers, and return or securely destroy DEWA data upon completion or termination of the engagement.

Confidential Information and Intellectual Property

Third Parties must protect DEWA's confidential information and intellectual property and use it solely for authorized business purposes. Unauthorized access, disclosure, reverse-engineering, or creation of derivative works is prohibited. Upon request or contract completion, DEWA information must be returned or securely destroyed, with destruction confirmed in writing. Improperly obtained confidential or competitive information must not be used and must be reported to DEWA immediately.



LABOR AND HUMAN RIGHTS

هيئة كهرباء ومياه دبي
Dubai Electricity & Water Authority

Third Parties must refer to applicable laws and regulations in the United Arab Emirates and Emirate of Dubai as well as comply with applicable labour laws and respect human rights in their operations, aligned with internationally recognised principles such as the United Nations Universal Declaration of Human Rights, the Ministry of Human Resources and Emiratisation, and relevant International labour Organization (ILO) standards. These standards apply to all workers including temporary, migrant, student, contract, direct employees, people of determination, and any other worker category.



No child labour



No forced, bonded, or involuntary labor



Non-discrimination and equal opportunity for all



Safe and secure workplace with adequate training and protections



Fair wages and lawful working hours



Accessible, confidential, and non-retaliatory grievance mechanisms

PRODUCT, SERVICE QUALITY, HEALTH, AND SAFETY

Product and Service Quality

Third Parties must ensure that products, materials, and services provided to DEWA meet all relevant quality, technical, and safety standards and are fit for purpose. Defects must be promptly corrected and proactively communicated to DEWA where performance, safety, or timelines may be affected. Continuous improvement in product quality and reliability is encouraged.

Health and Safety Requirements

Third Parties shall ensure that all products, materials, equipment, and services supplied to DEWA are designed, procured, delivered, and maintained in a manner that ensures health and safety throughout their lifecycle and comply with all applicable UAE and Dubai health and safety laws, DEWA regulations (SP 006- H&S Procedure for Contractors and Consultants), UAE wellbeing strategy 2031 and internationally recognized standards (e.g., ISO 45001).

Safe Design and Fitness for Purpose

- Ensure all products, materials, and systems are safe for intended use, compliant with applicable technical and safety standards, and free from defects that may pose risks to people, assets, or the environment.
- Incorporate hazard identification and risk control measures during design, selection, and service delivery stages.

PRODUCT, SERVICE QUALITY, HEALTH, AND SAFETY

هيئة كهرباء ومياه دبي
Dubai Electricity & Water Authority

Compliance with Codes, Standards, and Regulations

- Ensure compliance with all relevant DEWA regulations, UAE Fire & Life Safety Code, Dubai Municipality requirements, and electrical installation standards.
- Ensure products and services meet applicable legal, regulatory, and international standards (e.g., ISO 45001).

Risk Assessment for Products and Services

- Conduct risk assessments for all products, materials, and critical services prior to deployment or use.
- Ensure risks are evaluated considering installation, operation, maintenance, and disposal stages.
- Implement appropriate control measures in accordance with the hierarchy of controls.

Safe Installation, Operation, and Maintenance

- Ensure all installation, commissioning, operation, and maintenance activities are performed using approved safe work procedures and Permit-to-Work (PTW) systems where required.
- Ensure work is carried out under the supervision of competent and authorized personnel.
- Provision and maintenance of appropriate and adequate personal protective equipment (fit for purpose)
- Arrangement of welfare and wellbeing facilities for workers (e.g. drinking water, toilets, shaded areas etc.)

PRODUCT, SERVICE QUALITY, HEALTH, AND SAFETY

هيئة كهرباء ومياه دبي
Dubai Electricity & Water Authority

Fire and Electrical Safety in Products and Systems

- Ensure all equipment, materials, and installations comply with fire safety legal requirements (UAE Fire and Life Safety Code of Practice) including fire risk assessment, fire protection systems, and safe handling of flammable materials.
- Ensure electrical equipment and installations comply with DEWA regulations for electrical installations and are safe for use.

Handling of Hazardous Materials

- Identify, assess, and control risks related to hazardous substances used in products or services, including storage, handling, and disposal requirements.
- Ensure appropriate COSHH (Control of Substances Hazardous to Health)or equivalent risk assessments are conducted where applicable.

Inspection, Testing, and Quality Assurance

- Ensure products and services undergo appropriate inspection, testing, and verification before delivery, installation, or use.
- Maintain records demonstrating compliance with H&S and quality requirements.

Training, Information, Instructions, and Labelling

- Provide clear and accurate technical documentation, safety information, instructions for use, and warning labels for all products and systems.
- Ensure users are informed of residual risks and required control measures.
- Provision of job specific safety training and awareness.

Change Management

- Assess and control health and safety risks arising from any design changes, material substitutions, or service modifications that may impact safety.

Incident reporting, Defect Management and Corrective Action

- Promptly report and rectify any defects, non-conformities, or safety risks associated with products or services supplied to DEWA.
- Implement corrective and preventive actions to avoid recurrence.
- System to raise health (including psychological and psychosocial health concerns) and safety concerns without fear of retaliation in any form, thus ensuring a positive work environment and worker wellbeing.

ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

Suppliers shall comply with all obligations regarding natural capital and with all environmental laws the United Arab Emirates and Emirate of Dubai and adhere to all applicable legal environmental requirements, including obtaining and maintaining all required environmental permits, approvals and registrations, while ensuring compliance with applicable operational and reporting requirements. As well as complying with DEWA's regulations and policies including but not limited to DEWA's Environment Policy, DEWA'S Environmental Manual For Consultants, Contractors and Sub- Contractors.

The supplier must have an effective environmental policy and implement an appropriate management system and procedures to assess the environmental risks and implement adequate controls to avoid potential damage to the environment, mitigate the impact and maintain environmentally responsible business practices, in order to, among other objectives:

1. Reduce greenhouse gas emissions through the efficient use of energy and resources. Minimize energy consumption to lower the overall carbon footprint.
2. Conserve and minimize the use of natural resources, including raw materials, minerals, and fossil fuels. Actively seek opportunities to enhance resource efficiency by revisiting production processes and technologies, increasing the recycled content in products or raw material mixes, exploring the use of alternative materials, and managing waste effectively. This includes preventing and minimizing waste generation and implementing circular business models.
3. Prevent environmental hazards and pollution by identifying, managing, and reducing the risks associated with operational activities. This includes mitigating environmental impacts such as air emissions, effluent discharge, waste disposal, and the use of hazardous substances.
4. Prevent deforestation and biodiversity loss, ensuring the conservation of land and water resources in those environments in which they operate.
5. Encourage the development and diffusion of environmentally friendly technologies, and as far as possible must supply products and material with ecologically-sound labelling and must reuse and recycle waste resulting from the products or materials supplier.

The supplier shall record, track, and report environmental performance, including the aforementioned aspects, in compliance with applicable laws and regulations. Relevant information must also be provided upon request by DEWA.



BUSINESS CONTINUITY AND OPERATIONAL RESILIENCE

Third Parties must maintain business-continuity and disaster-recovery capabilities to ensure uninterrupted delivery of products and services during disruptions (e.g., system outages, natural disasters, labour issues, supply-chain disruptions, or cyber incidents). Plans must be periodically reviewed and tested where appropriate, and evidence of effectiveness provided upon DEWA's request. Proactive risk mitigation measures should be implemented to minimize potential service disruptions.



COMPLIANCE VERIFICATION, REPORTING and WHISTLEBLOWING

DEWA does not assume a duty to monitor or ensure Third-Party compliance with this Code. Third Parties are solely responsible for ensuring that their directors, officers, employees, representatives, suppliers, contractors, and other business partners comply fully with this Code. Nevertheless, DEWA may assess compliance through site visits, document reviews, audits, and interviews and Third Parties must cooperate fully. Where the Code conflicts with more restrictive contract terms, the contract prevails.

Third Parties must implement timely corrective actions for any identified non-conformances and provide evidence of remediation. DEWA may track performance and follow up on corrective-action closure.

For questions or queries related to compliance, reach out to the Governance and Compliance Department through the email: compliance@dewa.gov.ae

Any violations, or concerns, must be reported immediately through the email ethicshotline@dewa.gov.ae or by calling the hotline number +971-4-3222202

Third Parties are encouraged to report violations and suspected violations in good faith. DEWA prohibits retaliation against any individual who raises a concern honestly and requires Third Parties to adopt equivalent non-retaliation protections within their organisations.



THIRD PARTY DECLARATION

هيئة كهرباء ومياه دبي
Dubai Electricity & Water Authority

Third-Party Legal Name: _____

Registered Address: _____

Authorised Representative: _____

Title: _____

Email / Phone: _____

By signing below, the Third Party acknowledges, understands, and agrees to:

- Comply with DEWA's Third-Party Code of Conduct throughout its engagement with DEWA.
- Cascade these requirements to directors, officers, employees, representatives, agents, subcontractors, and suppliers performing DEWA-related work.
- Cooperate with DEWA's reasonable requests for information or access necessary to verify compliance, consistent with applicable laws in Dubai and the UAE and contractual terms.
- Promptly report any suspected violations, cooperate in investigations, and implement corrective actions as required by DEWA.
- Acknowledge that any non-compliance with this Code of Conduct may result in corrective actions, including but not limited to suspension or termination of the engagement, and may expose the Third Party to legal or contractual liabilities in accordance with applicable laws in Dubai and the UAE, and DEWA policies.

Signature:

Date: _____ _____ _____

Name (Print): _____ Title: _____

Company Seal (if applicable)

هيئة كهرباء ومياه دبي
Dubai Electricity & Water Authority

THANK YOU