



DEWA'S CODE OF CONDUCT AND ETHICS FOR SUPPLIERS, CONTRACTORS AND ASSOCIATES

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DEWA's CODE OF CONDUCT AND ETHICS FOR SUPPLIERS, CONTRACTORS AND ASSOCIATES

INTRODUCTION

Dubai Electricity and Water Authority ('DEWA'), including each of its divisions, business units, and subsidiaries, is firmly committed to conducting business with the highest integrity and in compliance with the letter and spirit of the laws of Dubai and the UAE. DEWA is an ethics driven organization. As a responsible organisation, DEWA seeks to use its position to promote the highest standards for ethics and business conduct wherever DEWA operates.

All DEWA's suppliers of products or services inclusive of consultants, contractors or associates (including IPP partners), hereinafter referred to collectively as 'Suppliers', are required to comply with this Code of Conduct (this "Code"). This Code sets forth DEWA's fundamental ethical and business conduct requirements for its Suppliers. This Code is not intended to be an exhaustive list of all requirements to be followed by Supplier, but it is intended to be a high-level overview of such requirements. All references in this Code to "Laws" means all applicable laws, regulations, directives, rules, decrees and governmental orders. The Supplier is responsible for ensuring that their directors, officers, employees, agents, representatives, suppliers, subcontractors and other business partners understand, and comply with, the requirements set forth in this Code. Suppliers will promptly notify DEWA in writing of any known or suspected violation of this Code.

DEWA has a strictly enforced 'Zero Tolerance' Prevention of Fraud, Bribery and Corruption Policy.

DEWA does not tolerate inward (receiving) or outward (giving) of bribes.

1) ANTI BRIBERY AND CORRUPTION

The Supplier must compete strictly based on the merits of their products and services. Supplier 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 supplier) to forego their duties and provide unfair business advantage to the Supplier or others. Accordingly, the Supplier will, and will cause its employees, representatives, and subcontractors to, comply with all Laws of Dubai and UAE, relating to anti-corruption and anti-money laundering.



2) UNFAIR BUSINESS PRACTICES

The Supplier must not engage in any illegal anti-competitive conduct or deceptive trade practice for any reason whatsoever, falsely stating that he/she/they are acting on behalf of DEWA, other Supplier/s, or others. Accordingly, Supplier must never rig bids, fix prices, or provide or exchange customers, DEWA's, Supplier's or others' competitively sensitive information (including, without limitation, price, cost, and technical data) with DEWA's competitors or competitors of Supplier. Supplier 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. Supplier must not engage in other deceptive or unfair market practices, stating that they are acting on behalf of DEWA, Supplier or others. Further, Supplier must never make any misrepresentations relating to the products or services.

3) DATA PRIVACY AND INFORMATION SECURITY

The Supplier must follow all applicable data protection, privacy and information security Laws in Dubai and UAE and be committed to respecting and protecting the privacy of individuals (including, without limitation, a DEWA customer, DEWA employee or other supplier). Supplier may only collect personal information for business related purposes about the specific services being provided to DEWA. Supplier shall retain personal information only for as long as necessary to fulfil the business-related purposes in connection with the services being provided to DEWA. Supplier may disclose personal details to third parties only as necessary to provide services to DEWA or as may be required by Laws and Supplier shall take all appropriate action to ensure that a third party protects personal information that DEWA discloses to it. Supplier shall collect, use, maintain, disclose (internally and externally), and destroy personal information in a manner that limits the risk of loss, theft, misuse, or unauthorised access. Supplier shall dispose of personal information upon the completion of services to DEWA or when no longer needed for the business-related purpose.

4) CONFLICT OF INTEREST

Supplier must avoid all conflicts of interest or situations giving the appearance of a conflict of interest when doing business with DEWA. Supplier must promptly report to DEWA any instances involving

actual or apparent conflicts of interest between Supplier's interest and those of DEWA, such as a direct personal or financial interest in a business decision or vendor selection. Likewise, Supplier 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.

5) LABOUR PROTECTION

The Supplier shall follow all applicable Laws in Dubai and the UAE and be committed to the value of, and respect for, all people. The Supplier is responsible for respecting human rights in its operations, and will comply with the standards set forth in the United Nations Universal Declaration of Human Rights. The standards set forth in this Code apply to all workers, including, without limitation, temporary, migrant, student, contract, direct employees, and any other type of worker of Supplier. The applicable labour standards are:

1- Child Labour: Supplier will not engage in or condone the unlawful employment or exploitation of children in the workplace. Supplier will be committed to combating the exploitation of children, and therefore prohibit any use of child labour with any vendor, supplier or other third-party arrangements. Supplier will work to raise awareness internally of such exploitation and cooperate with Law enforced authorities to address any such instances of which Supplier becomes aware.

2- Human Trafficking, Slavery and the Right to Voluntary Labour: Supplier will respect the free choice of all persons and strictly prohibit forced or compulsory labour for any employees. Supplier will not do business with, tolerate, or associate with organisations or entities that condone or are engaged in the practice of coercing or imposing work with little or no freedom of choice. Supplier will comply with the UN Guiding Principles on Business and Human Rights, and will work to raise awareness within its employee population of Supplier's responsibility to protect human rights, Supplier will cooperate with law enforcement to address such instances that come to the attention of Supplier.

3- Freedom Against Prejudice and Discrimination: Supplier will strive to maintain an inclusive workplace free of harassment and discrimination based on a person's status such as race, colour, religion, national origin, gender, sexual orientation, gender identity, age, disability, veteran or military status or other characteristics protected by Law. Supplier will ensure that it has requisite policies and practices in place to foster a harassment and retaliation free environment.

4- Safe and Secure Workplace: Supplier will be dedicated to providing a safe and secure workplace for all of its employees, and prevent accidents to employees, customers and visitors. Supplier's leadership will ensure compliance with this commitment in every location and facility in which Supplier operates.



5- Working Hours and Wages: Supplier will comply with all applicable Laws dealing with the wages Supplier pays its employees and the hours they work. As appropriate, Supplier's policy will be further defined at the local and country level to prevent the exploitation of the local workforce. Supplier will be committed to be an ethical employer that strives to improve labour standards, respects its employees' contributions and rewards them fairly.

6) HEALTH AND SAFETY

The Supplier must comply with all health, safety and security Laws of Dubai and the UAE and limit worker exposure to potential safety hazards (including, without limitation, electrical sources, fire, heat, vehicles and fall hazards) through proper design, engineering and administrative controls, preventative maintenance and safe work procedures. When necessary to safely perform a job, Supplier will provide workers at no cost and as appropriate the proper personal protective equipment and ensure proper maintenance of the equipment. Supplier's employees must be free to raise safety concerns without fear or retaliation in any form. Supplier will record, track and report all occupational injuries and illnesses as required by applicable Laws and in a manner which will: (i) encourage worker reporting of job related injuries; (ii) classify and record cases of injury and work-related illness; (iii) provide necessary medical treatment; and (iv) investigate and implement corrective actions to eliminate their causes.

7) ENVIRONMENT AND SUSTAINABILITY

The Supplier should recognize the relevant adverse effects on the community, environment and natural resources and that such effects must be minimised to safeguard the health and safety of the public. To achieve this objective, Supplier shall observe and comply with all applicable environmental Laws, including, without limitation, those which relate to (i) obtaining and maintaining required environmental permits, approvals and registrations, as well as complying with applicable operational and reporting requirements; (ii) the handling, removal, transportation and disposal of hazardous materials used by Supplier; and (iii) monitoring, controlling, treating and sanitizing air emissions, waste water and solid wastes. Supplier will seek opportunities that promote the efficient use of resources and energy, as well as clean and low energy solutions.



8) GIFTS AND GRATIFICATIONS

The Supplier shall not give to or receive from any director, employee or representative of DEWA any gift, entertainment or other favour of material value, or any commission, fee or rebate, with the intent or effect of inducing anyone to forego their duties and provide unfair business advantage to DEWA, Supplier or others.

9) DEWA COMPLIANCE VERIFICATION

DEWA does not assume any duty to monitor or ensure compliance with this Code. Supplier acknowledges and agrees that Supplier is solely responsible for full compliance with this Code by Supplier's directors, officers, employees, representatives, suppliers, contractors and other business partners. Supplier will nonetheless permit DEWA and/or its representatives to assess Supplier's compliance with the expectations set forth in this Code when rendering services or products for DEWA. Such assessments may include, without limitation, on-site inspection of Supplier facilities and review of related Supplier information, including books, records, certifications, permits, and other documentation evidencing Supplier's compliance with this Code. Supplier will also fully cooperate with DEWA in such assessments, and Supplier will promptly correct any non-conformances identified during such assessments. In the event that this Code conflicts with the terms of any Supplier contract with DEWA, and the contract term is more restrictive than this Code, the supplier must comply with the more restrictive term of the contract.

10) DEWA CONTACTS FOR QUERIES AND ACKNOWLEDGEMENT / ACCEPTANCE OF THIS CODE

For questions or concerns about this Code, including its application to specific circumstances in connection with your organisation's performance of work for DEWA, or to report any suspected violations of this Code, please contact the Governance and Compliance Department, 2nd floor, DEWA Head Office Building, PO Box 564, Dubai or email ethicshotline@dewa.gov.ae.

Please sign and return a copy of this Code as having read, understood and accepted the below stated "Supplier Declaration" and send it to : The Contracts Department OR Procurement Department (as applicable to the Supplier), 2nd floor, Head Office Building, DEWA, PO Box 564, Dubai, UAE or email to the concerned department from which this code has been circulated to the supplier.



11) SUPPLIER DECLARATION FOR HAVING READ AND ACCEPTED THE CODE

SUPPLIER DECLARATION : This is to confirm that the undersigned Supplier / Company has read and understood this Code, agreed to comply with it and shall ensure its staff, contractors, sub-contractors and agents comply with it at all times. By signing this declaration, I confirm that I am authorised to sign this declaration on behalf of the Supplier / Company and that the information provided is true and accurate.

Signature and Stamp _____

Full Name _____

Company Name _____

Date _____

This document consists of 8 printed pages.