



SUPPLIER CODE OF CONDUCT

Rev-0





This Supplier Code of Conduct (the Code) sets forth the principles and standards of conduct that The Enterprise expects Suppliers, their employees, subcontractors and sub-suppliers to meet during the provision of goods and services to The Enterprise. To support compliance with this Code, Suppliers shall ensure that the Code is shared with all individuals assigned to perform work for or on behalf of The Enterprise, and that all Enterprise-related tasks are executed by individuals with the skills, expertise and certifications necessary to uphold the principles and meet the standards of the Code.

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1.0 EXECUTIVE SUMMARY

1. Emirates Nuclear Energy Corporation (ENEC) Enterprise (hereinafter The Enterprise) is committed to achieve the highest standards in conducting its operation ethically, efficiently and economically, while giving utmost consideration to health, safety, nonproliferation and environmental protection.
2. The Enterprise requires all of its Suppliers and their representatives to act in accordance with the highest ethical standards of personal and professional integrity in all aspects of their activities.
3. The Enterprise regards its Suppliers as a critical and necessary extension to its mission, operations and future success and expects their full commitment to making compliance and ethics a top priority as they work with The Enterprise.
4. The Enterprise may require Suppliers to demonstrate that they are in compliance with this Code of Conduct. Failure to comply with the expectations outlined in the Code of Conduct could result in termination of the assignment and/or contract.
5. This Code of Conduct is not a Contract. It does not confer rights on any supplier, nor does it impose obligations on ENEC. In case of a conflict between this Code of Conduct and The Enterprise contract, the terms of the contract shall prevail.

2.0 PURPOSE

This Supplier Code of Conduct (the Code) sets forth the principles and standards of conduct that The Enterprise expects Suppliers, their employees, subcontractors and sub-suppliers to meet during the provision of goods and services to The Enterprise. To support compliance with this Code, Suppliers shall ensure that the Code is shared with all individuals assigned to perform work for or on behalf of The Enterprise, and that all Enterprise-related tasks are executed by individuals with the skills, expertise and certifications necessary to complete the job in a safe and compliant manner. This is in order to meet the Standard of the Code and all applicable laws and regulations including the United Arab Emirates (UAE) and Abu Dhabi laws, government policies and The Enterprise policies, and in accordance with the highest standards of ethical business conduct.

3.0 SCOPE

The Code covers all stages of the engagement between The Enterprise and Suppliers.

4.0 APPLICABILITY

The Code shall apply to all Suppliers and their representatives (including employees, Suppliers, agents and subcontractors collectively referred to as “the Supplier”) engaged in conducting business with and/or on behalf of The Enterprise.

5.0 TERMS AND DEFINITIONS

- 5.1. Anti-Fraud and Misconduct Program (AFMP) - The Enterprise’s system of identifying, handling and monitoring fraud before it happens, when it happens and after it happens. The program allows The Enterprise to conduct a risk assessment for fraudulent activity, identify areas of vulnerability for fraud, fill in vulnerability gaps, and communicate to Employees and other stakeholders the plan to mitigate fraud, and monitor and enforce provisions of its plan.
- 5.2. Confidential Information - All information of whatever kind (including proprietary and trade secret information) disclosed by or on behalf of The Enterprise by any means whatsoever in respect

of the development of the UAE domestic nuclear energy program (the Project) is confidential information.

- 5.3. Conflict of Interest (COI) - Exists whenever there is a proposed transaction of The Enterprise in which an Employee has any actual or potential personal involvement, interest or relationship, either directly or indirectly.
- 5.4. Contract - A written agreement (contract, subcontract, purchase order, etc.) executed directly between or among The Enterprise and one or more other parties seeking as a matter or right, the payment of money in a certain sum, the adjustment, or interpretation of contract terms, or other relief arising under or relating to the contract.
- 5.5. Counterfeit Item - An item that is intentionally manufactured or altered to imitate a legitimate product and/or is a copy or substitute of a legitimate product without legal right or authority or one whose material, performance, or characteristics are knowingly misrepresented by the Supplier, distributor or manufacturer.
- 5.6. Employee - Includes management and staff, direct hire personnel, secondees and contracted personnel supporting The Enterprise.
- 5.7. ENEC - Emirates Nuclear Energy Corporation (ENEC).
- 5.8. Ethical Behavior - Being in accordance with the accepted principles of right and wrong that govern and are set out in The Enterprise's Anti-Fraud and Misconduct Program (AFMP) and including but not restricted to financial impropriety and accounting malpractices.
- 5.9. Fraud - In the broadest sense, fraud can encompass any crime for gain that uses deception as its principal means. Fraud is also defined as a knowing misrepresentation of the truth or concealment of a material fact to induce another to act to his or her detriment. (Black's Law Dictionary) Consequently, fraud includes any intentional or deliberate act to deprive another of property or money by guile, deception, or other unfair means.
- 5.10. Fraudulent Item - An item that is intentionally misrepresented to be something it is not and/or an item provided with incorrect identification or falsified/inaccurate certification.
- 5.11. Supplier - Any individual or organization who furnishes items or services in accordance with a procurement document. An all-inclusive term used in place of any of the following: supplier, vendor, seller, contractor, subcontractor, fabricator, consultant and their sub-tier levels.
- 5.12. Suspect Item – An item for which there is an indication by visual inspection, testing or other information that it may not conform to established government or industry accepted specifications.
- 5.13. The Enterprise - ENEC and each of its subsidiaries (ENEC subsidiaries are Nawah Energy Company and Barakah One Company).
- 5.14. Whistleblowing - whistleblowing is an early warning system to avert possible risks to the organization. An effective policy to encourage whistleblowing enables employers to find out when something is going wrong in time in order to take necessary corrective action.

6.0 STANDARDS OF CONDUCT

6.1. Compliance with Legal and Regulatory Requirements

Suppliers shall ensure that all business with and/or on behalf of The Enterprise is conducted in compliance with all applicable federal (United Arab Emirates) and local (Abu Dhabi) laws, regulations and policies.

6.2. Compliance with Enterprise Policies and Procedures

Suppliers shall ensure adherence to the applicable Policies and Procedures of The Enterprise, specific to the work undertaken by a Supplier that may be specified in the relevant Contract.

6.3. Health and Safety Management

- a. The Enterprise maintains a fully accredited HSE Management System and Suppliers are required to comply with all applicable requirements. The safety of the public, Employees and Suppliers is The Enterprise's highest priority. Working safely and in compliance with all applicable safety rules, laws, standards, regulations, procedures, and rules of this Code of Conduct is a condition of engagement as a Supplier to The Enterprise.
- b. Minimum health and safety expectations and requirements are set forth below. Additional Enterprise requirements specific to the work undertaken by a Supplier may be specified in the relevant contact based on the assessed level of risk with the scope of works being undertaken.

6.3.1. Public Safety

Supplier shall identify and manage all potential public safety risks and hazards associated with any activity, service or product deployed in the execution of a service for or on behalf of The Enterprise.

6.3.2. Occupational Safety and Health (OSH)

Supplier shall identify and manage all potential occupational safety and health risks and hazards associated with any activity, service or product deployed in the execution of a service for or on behalf of The Enterprise (e.g. via risk assessments and job safety analysis). Appropriate control measures shall be developed, implemented and monitored based on the minimum requirements of the Abu Dhabi Occupational Safety and Health Centre System Framework (OSHAD SF)

6.3.3. Health Screening and Medical Surveillance

Health Screening and Medical Surveillance shall be performed by the Supplier for all applicable work activities, as per the requirements of the OSHAD SF.

6.3.4. Vehicle Safety

Supplier shall ensure that all vehicles used and transportation activities undertaken in the execution of Enterprise business are compliant with applicable laws, regulations and codes.

6.4. Business Continuity Management

The General Secretariat of the Executive Council of Abu Dhabi identified a requirement for all government entities in Abu Dhabi to develop business continuity programs in accordance with NCEMA 7001. The Supplier shall have Business Continuity Plans in place to ensure

uninterrupted provision of goods and services to The Enterprise in accordance with NCEMA 7001. (<http://www.ncema.gov.ae/en/media-center/publications.aspx>).

6.5. Environmental and Sustainability Leadership

The Enterprise is committed to being an environmental and sustainability leader and demonstrating this through its actions, including conducting its business in full compliance with the spirit of all applicable environmental and sustainability laws, regulations, requirements and operating in an environmentally sensitive manner consistent with its values. The Enterprise requires that Suppliers operate in a similar environmentally responsible manner, with appropriate environmental and sustainability management and measures.

6.6. Labor Issues and Human Rights

The Enterprise expects its Suppliers to know and uphold the human rights of all workers, whether temporary or contract employees and to treat all their workforce members with dignity and respect, providing them with safe and humane working conditions meeting at least the minimum requirements of applicable law.

6.6.1. Forced Labor - Suppliers shall not use forced, bonded or involuntary prison labor. Forced labor is described by the International Labor Organization (ILO) as work carried out under the threat of penalty, the most common types being bonded labor and use of prisoners. Suppliers are expected to provide their employees the freedom to choose to work for the Supplier and the freedom to leave the Supplier after reasonable notice is served.

6.6.2. Working conditions - Suppliers shall ensure that the working conditions of their workforce are safe and hygienic both on site (at The Enterprise) or off-site. Occupational health and safety is covered by laws and regulations, which require employers to provide a safe working environment and employees to abide by safety procedures. Suppliers shall assign responsibility for health and safety to a senior management representative. Working conditions shall be comfortable and hygienic and employees shall be provided (at the Supplier's expense) with any necessary Personal Protective Equipment (PPE), such as, without limitation, gloves, masks and helmets. Specific hazards should be identified and risks minimized. The Suppliers' employees shall have access to clean toilets, be allowed regular breaks and have access to clean water as a minimum per GSEC Circular 6 of 2014 on regulations of Contracting with private companies and Contractor Health and Safety Management procedure are applicable.

6.7. Ethical Business Conduct

The Enterprise expects Suppliers to conduct business in accordance with the highest ethical standards, including adherence to the following:

6.7.1. Business Integrity

6.7.1.1. Supplier shall prohibit all forms of bribery, corruption, extortion and embezzlement and shall report to The Enterprise any violation to the Anti Bribery Laws of the UAE, applicable Anti-corruption Laws in the Country of establishment, the Foreign Corrupt Practices Act of USA and Bribery Act of UK.

6.7.1.2. Suppliers shall never indulge in acts of bribery when dealing with public officials and The Enterprise Employees especially when acting on behalf of The Enterprise.

6.7.2. Criminal and Civil Claims

Suppliers shall inform The Enterprise of any investigation or legal proceedings that relates to The Enterprise or concerns the work the Supplier is performing on behalf of The Enterprise. Supplier shall also inform The Enterprise if Supplier's employees with decision making authority have been subjected to, accused or convicted of corruption, bribery or fraud.

6.7.3. Company Records and Disclosures

Accurate records and disclosures are critical to The Enterprise meeting its legal, financial, regulatory and management obligations. Supplier shall ensure that facts are never misstated or material information omitted when reporting to The Enterprise, and that all records, disclosures and communications to The Enterprise are full, fair, accurate and timely.

6.7.4. Confidential Information

Revealing confidential or protected information obtained while working for The Enterprise is a violation of this Code of Conduct, The Enterprise contractual requirements and potentially the law. This clause shall be read in conjunction with clause 6.7.8.

6.7.5. Fair Competition and Anti-Trust Compliance

6.7.5.1. The Enterprise believes in fair competition and expects Suppliers to comply with all applicable anti-trust or fair competition laws and regulations. The Suppliers shall not engage in any unfair practices that unreasonably undermine free competition in a tender through prior consultation, collusion, or agreement with other tenderers, such as bid rigging or collusion to fix prices to render the award of the tender to a particular participant.

6.7.5.2. In the event of violation of the above or that the Supplier is found to have committed any unfair practices, or offered bribes to any officials concerned in connection with registration, pre-qualification, invitation to tender, award of Contract, execution, or performance of the Contract, The Enterprise reserves the right to disqualify the Supplier from the approved Suppliers list or from the tender and cancel the successful bid in case the Contract has not been executed, and terminate the Contract in whole or part, along with the retention of any performance bond.

6.7.6. Responsible Procurement

Suppliers shall take reasonable steps to ensure that products and services procured are from ethical sources and that sub-suppliers are aware of and comply with this Code of Conduct.

6.7.7. Counterfeit, Fraudulent and Suspect Items (CFSI)

6.7.7.1. Items furnished by the Supplier shall not include any suspect, counterfeit, or fraudulent parts, nor shall such parts be used in performing any work for The Enterprise whether on or off site.

6.7.7.2. The Contract specifies the details of preventing CFSI items entering the Barakah Site and the consequences and sanctions applicable to the Supplier in case the supplied items fall into the category of CFSI.

6.7.7.3. The Supplier shall recognize and appreciate the risk of CFSI for The Enterprise and take appropriate measures to include in their Quality Assurance Program, a process to prevent, detect and eliminate CFSIs.

6.7.8. Intellectual Property Rights and Data Protection

In this regard, the Supplier shall:

6.7.8.1. Only use The Enterprise information and property (including tools, drawings and specifications) for the purpose for which they are provided to the Supplier and for no other purposes.

6.7.8.2. Take appropriate steps to safeguard and maintain the confidentiality of The Enterprise proprietary information, including maintaining it in confidence and in secure work areas and not disclosing it to third parties (including other customers, subcontractors, etc.) without the prior written permission of The Enterprise.

6.7.8.3. Observe and respect all Enterprise patents, trademarks and copyrights and comply with such restrictions or prohibitions on their use as The Enterprise may from time to time establish.

6.7.8.4. If requested to send data over the Internet, follow The Enterprise Information Security protocols.

6.7.8.5. Comply with all applicable rules concerning cross-border data transfers.

6.7.8.6. Maintain all personal and sensitive data, whether of The Enterprise Employees or its customers in secure and confidential manner, taking into account both local requirements and the relevant Enterprise policies provided to the Supplier.

6.7.8.7. Supplier shall report to The Enterprise any suspected data breach immediately following detection.

6.7.8.8. Comply with all relevant data protection requirements of the UAE and General Data Protection Regulation (GDPR) of the European Union if applicable.

6.7.8.9. Not use The Enterprise's logo or proprietary graphics in a way that suggests representation of The Enterprise.

6.8. The Enterprise Anti-Fraud and Misconduct Program (AFMP)

6.8.1. The Enterprise is committed to highest business ethics through creating and sustaining a corporate environment in which the affairs of The Enterprise are conducted in a fair and transparent manner, by adopting the highest standards of professionalism, honesty and integrity, free from any acts of fraud or misconduct. As part of The Enterprise's continuous commitment to adhere to the highest standards of business ethics and professional conduct, The Enterprise has implemented its Anti-Fraud and Misconduct Program.

6.8.2. The Enterprise's AFMP provides a mechanism for reporting potential activities and/or behaviors which may be construed as misconduct and/or fraudulent for example unfair practices in the procurement process of The Enterprise including pre-qualifications, bid evaluations, and contract award, bribery/corruption, reporting of fraudulent financial information to stakeholders, any government entity, or any other

Enterprise matters involving fraud, Employee misconduct, illegality or health and safety and environmental issues which may result in financial loss, damaging to the safety culture and reputation of The Enterprise and / or its Employees.

- 6.8.3. Information regarding The Enterprise's AFMP and reporting guidelines including the reporting system and whistleblowing hotline appear on ENEC's website at www.enec.gov.ae under the Ethics Point link located at the header and footer of the webpage.
- 6.8.4. The Enterprise expects its Suppliers to deliver goods and services in accordance with the terms and conditions governing contractual obligations and with the highest standards of professional integrity and business ethics, including the reporting of any activities and behaviors which fall under The Enterprise's AFMP. The Supplier shall ensure that all members of its staff are made aware of The Enterprise's AFMP by directing them to the website address provided in point 6.8.3 above.

6.9. Conflicts of Interest

The Enterprise requires Suppliers to exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with The Enterprise's interests, or the appearance of a conflict of interest that may compromise the exercise of independent judgment during the execution of work for or on behalf of The Enterprise specifically:

6.9.1. Conflicting Business Interests

While engaged in Enterprise-related work, Supplier shall not engage in any activity that creates a conflict of interest, or the appearance of a conflict of interest, with The Enterprise or in any way compromises the work that Supplier is contracted to perform on behalf of The Enterprise. A conflict of interest can arise if actions are taken or if there are interests that may make it difficult for Supplier to perform Enterprise-related work objectively and effectively. Any potential conflicts shall be disclosed to The Enterprise and written concurrence obtained that states Supplier is allowed to remain in a situation that could be perceived as a conflict. Potential conflict of interest situations shall be reported to compliance@enec.gov.ae for ENEC and BOC or to compliance@nawah.ae for Nawah.

6.9.2. Close Personal Relationships

6.9.2.1. Close personal relationships between the Supplier workforce members and The Enterprise Employees responsible for monitoring Supplier's performance should be avoided in order not to compromise the exercise of independent judgment, or lead to claims of a conflict of interest.

6.9.2.2. To avoid these problems and to foster a positive work environment, Supplier shall report to The Enterprise any close personal relationships that result, or could result, in a conflict with this Code.

6.9.3. Gifts and Entertainment

6.9.3.1. The Enterprise discourages Suppliers from offering or accepting gifts, services, discounts, gratuities, payments of fees, bribes, entertainment or other benefits or items of value (collectively "gifts") or other favors that influence, or appear to influence, the performance of their duties or assist the Supplier in obtaining undue or unfair advantage.

6.9.3.2. Similarly, The Enterprise forbids its Employees, as well as members

of their immediate families, from accepting gifts from Suppliers doing business with or seeking to do business with The Enterprise. The Enterprise Employees have an obligation to abide by the Code of General Business Principles and Ethics.

6.9.3.3. Expensive business entertainment shall never be offered to an Enterprise Employee or their representative by a Supplier under circumstances that create the appearance of an impropriety.

6.9.3.4. General conditions for offer of gifts and entertainment - The gifts and entertainment offered shall be customarily associated with the maintenance of ongoing legitimate business relationships, and provided that they are infrequent and proportionate to the relationship. They shall be:

6.9.3.4.1. Unsolicited.

6.9.3.4.2. Legal in the countries of both the giver and the recipient.

6.9.3.4.3. Made openly and transparently.

6.9.3.4.4. Reasonable and appropriate for the occasion.

6.9.3.4.5. Properly recorded in the Supplier's books and records.

6.9.3.4.6. Not cash or usable as cash (for example, shopping voucher or a gift certificate is not acceptable).

6.9.3.4.7. Of moderate value (that is, less than AED 600 in face value in a calendar year).

6.9.3.4.8. Discounts from Suppliers that are available to all Employees.

6.9.3.4.9. Promotional items, mementos, souvenirs, advertising novelties bearing the logo of the Supplier and other items including food and beverage of a modest value (typically less than AED 600).

6.10. Engagement with External Parties

6.10.1. Supplier shall neither disclose the contractual relationship with The Enterprise nor the scope of the contract to third parties unless written consent is provided by the Enterprise Communications Department.

6.10.2. News Media: No Supplier shall engage with the media to disclose any information related to the commercial relationship with The Enterprise and/or represent The Enterprise unless written consent is provided by The Enterprise Communications Department.

6.10.3. Social Media: Supplier shall have processes in place to ensure that the use of social media by their workforce or representatives does not negatively affect The Enterprise's reputation. Processes should specifically ensure against the following:

6.10.3.1. Representation of any content in any social media regarding The Enterprise without prior written approval from The Enterprise Communications Department.

- 6.10.3.2. Posting content about The Enterprise Employees, stakeholders, Suppliers or affiliates that is derogatory or in contravention of any standards in this Code of Conduct.
- 6.10.3.3. Posting photographs or video of non-public areas of The Enterprise's premises, processes or operation without prior approval from The Enterprise Communications Department.
- 6.10.3.4. Use of The Enterprise's logo or proprietary graphics in a way that suggests representation of The Enterprise.

6.11. General Management and Administration

6.11.1. The Enterprise Assets

The Enterprise assets such as computers, telephones and mobile phones, fax machines, copy machines, conference rooms, vehicles, equipment, tools and similar assets are for The Enterprise's use only, unless explicit permission to use them has been secured in advance from The Enterprise.

6.11.2. Computer and System Security

6.11.2.1. Suppliers who have access to The Enterprise's information systems are responsible for ensuring the security of those systems by identifying and complying with applicable Enterprise information and cyber security policies and standards available from The Enterprise. Applicable requirements include ensuring the following:

- 6.11.2.1.1. Computer accounts, passwords and other types of authorization are assigned to authorized users and must not be shared with or divulged to others. Authorized users will be held accountable for all actions taken on their system with their user identification.
- 6.11.2.1.2. Internet access is not used to conduct personal business, play computer games, conduct political campaigns or for personal gain.
- 6.11.2.1.3. Inappropriate or pirated content is not stored on Enterprise equipment nor transmitted through Enterprise networks.
- 6.11.2.1.4. Only approved, authorized and properly licensed software is used on Enterprise computer systems.
- 6.11.2.1.5. No attempts are made to circumvent or attack security controls on a computer system or network.
- 6.11.2.1.6. Enterprise-issued equipment is protected from unauthorized access and theft at all times, including locking the computer screen when the computer or laptop is left unattended.

Violations of any of the above may result in termination of Supplier's assignment with The Enterprise.

6.11.3. Records Retention

If Supplier generates or receives information, data and/or records pertaining to The

Enterprise as a result of the work performed by Supplier, Supplier must ensure that those records are returned back to The Enterprise pursuant to the fulfillment of The Enterprise's requirements.

6.11.4. Management Systems

Supplier shall support compliance with this Code of Conduct by establishing pertinent policies and processes appropriate for the nature and scale of operations.

6.12. Supplier Concerns

6.12.1. The standards of conduct described in this Code are critical to the ongoing success of The Enterprise's relationship with the Supplier. If the Suppliers have business related concerns, The Enterprise encourages them to report such concerns to compliance@enec.gov.ae for ENEC and BOC or to compliance@nawah.ae for Nawah. This includes an obligation to report in case of a request to commence work without an approved Contract in place.

6.12.2. All reported concerns are handled confidentially and can be submitted anonymously. The Enterprise prohibits retaliation against a Supplier who raises a concern or is involved in an investigation and will investigate any reports of retaliation and take the appropriate action.

6.13. Monitoring and Compliance with the Code

The Enterprise expects its Suppliers to comply with the Supplier Code of Conduct and take necessary steps to ensure that the Code is shared with all individuals assigned to perform work for or on behalf of The Enterprise, and that all Enterprise-related tasks are executed by individuals with the skills, expertise and certifications necessary to uphold the principles and meet the standards of the Code.

6.14. Breach of Supplier Code of Conduct

Non adherence to the requirements of this Code will be treated as a breach and the penalties would include but are not limited to termination of the agreement and suspension of the Supplier and subcontractors from engaging with The Enterprise in the current as well as future requirements.

6.15. Audits

The Enterprise or its appointed agents shall have the right to audit compliance to this Code at any point during the tenure of the Contract, as given in the terms and conditions of the Contract.

7.0 RECORDS

None

8.0 REFERENCES

None

9.0 ATTACHMENTS

None

مؤسسة الإمارات للطاقة النووية
Emirates Nuclear Energy Corporation



شركة براكة الأولى ش.م.ع.
Barakah One Company PJSC



شركة نواة للطاقة
Nawah Energy Company

