



# INDEPENDENT CHARGE POINT OPERATOR LICENCE FOR PAID PROVISION OF EV CHARGING SERVICES IN THE EMIRATE OF DUBAI

GRANTED PURSUANT TO THE ELECTRIC VEHICLES CHARGING  
INFRASTRUCTURE REGULATION FOR THE EMIRATE OF DUBAI

TO

COMPANY NAME:

.....

CPO LICENCE #:

.....

CPO REGISTRATION CODE:

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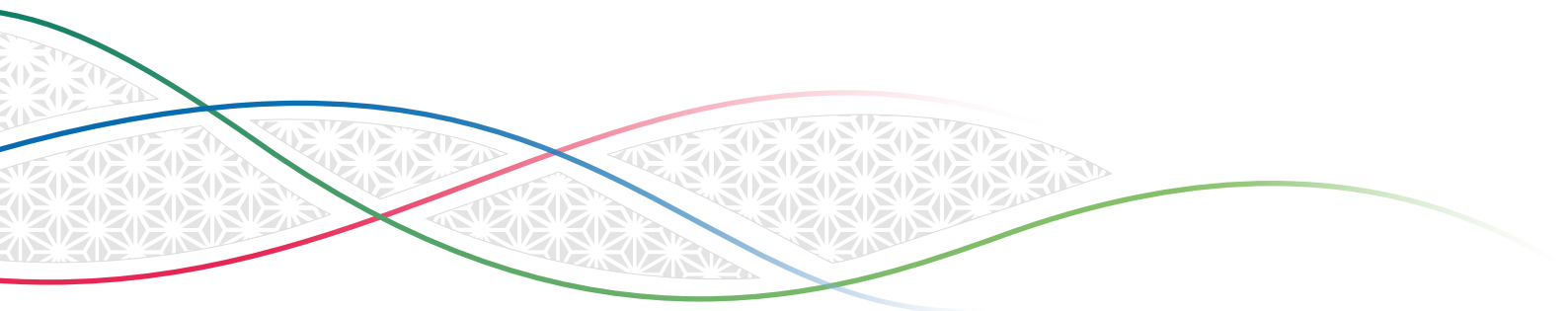
ISSUE DATE:

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EXPIRY DATE:

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DUBAI, UAE



# CONTENTS

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|   |    |
|---|----|
| 1. DEFINITIONS.....   | 3  |
| 2. INTERPRETATION.....  | 4  |
| 3. GRANT OF LICENCE.....  | 4  |
| 4. TERM OF LICENCE.....   | 4  |
| 5. LICENCE RENEWAL, AMENDMENTS, REVOCATION, SURRENDER AND TRANSFER.....   | 4  |
| 6. COMMUNICATIONS .....   | 6  |
| 7. LICENCE CONDITIONS .....   | 6  |
| 7.1 COMPLIANCE.....   | 6  |
| 7.2 APPLICABLE CHARGING FEES AND INVOICING .....                          | 7  |
| 7.3 UNIQUE IDENTIFIER.....  | 8  |
| 7.4 ACCESSIBILITY, TRANSPARENCY AND QUALITY OF SERVICE .....              | 8  |
| 7.5 PROVISION OF INFORMATION.....   | 9  |
| 7.6 CPMS INTEGRATION, MONITORING, CONTROL AND SMART FEATURES.....         | 9  |
| 7.7 HEALTH AND SAFETY.....  | 10 |
| 7.8 THIRD-PARTY INSURANCE.....  | 10 |
| SCHEDULE 1 – LICENSED CHARGE POINTS DESCRIPTION AND LICENCE CHARGES ..... | 11 |
| SCHEDULE 2 - RENEWAL AND AMENDMENT HISTORY .....                          | 12 |
| SCHEDULE 3 - ASSOCIATED COMMERCIAL CONTRACTS .....                        | 12 |

# 1. DEFINITIONS

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Capitalised terms used but not defined herein shall have the meaning ascribed to them in article 1 of the EV Charging Regulation. The following words and expressions used in this Licence and its Schedules shall have the following meanings:

- **DEWA:** The Dubai Electricity and Water Authority PJSC.
- **EV Charging Regulation:** The Electric Vehicles Charging Infrastructure Regulation for the Emirate of Dubai issued by DEWA.
- **Charge Point Operator (CPO) Charging Fee:** An amount additional to the DEWA Red Slab Electricity Tariff and applicable fuel surcharge payable by a customer for drawing one kWh (kilowatt-hour) of electricity from Public Charging Equipment, expressed in UAE Dirham per kWh excluding Value Added Tax, as determined in the EV Charging Regulation or as per the latest modifications approved by the DSCE.
- **EV Public Charging Fee:** The total amount payable by a customer for drawing one kWh (kilowatt-hour) of electricity from Public Charging Equipment, expressed in UAE Dirham per kWh excluding Value Added Tax. It consists of the CPO Charging Fee plus the DEWA Red Slab Electricity Tariff and applicable fuel surcharge.
- **DEWA Red Slab Electricity Tariff:** the highest electricity tariff expressed in UAE Dirham per kWh excluding Value Added Tax applied by DEWA to commercial customers.
- **EV Charging Technical Regulations:** The technical requirements, guidelines, procedures, and other regulations issued by DEWA and amended from time to time for the implementation of the EV Charging Regulation.
- **EV Charging Equipment:** Any Electric Vehicles charger, including any stationary or mobile device to which Electric Vehicles can be connected for recharging their batteries, excluding conventional electric sockets and simple adaptors that connect to those without altering the electricity output, to the extent that they are authorized by DEWA for charging certain types of Electric Vehicles.
- **Public Charging Equipment:** Any EV Charging Equipment other than Private Charging Equipment. It includes any EV Charging Equipment accessible by the general public, or by any third party other than those specified in the definition of Private Charging Equipment.
- **Private Charging Equipment:** EV Charging Equipment accessible only to the household/ organisation (as may be applicable) of the DEWA electricity customer to whose account the EV Charging Equipment is connected. In the case of organisations it does not include EV Charging Equipment accessible by employees or other stakeholders for the purpose of charging private vehicles, which falls under the definition of Public Charging Equipment for the purpose of the EV Charging Regulation.
- **Licensed Charge Point(s):** The Public Charging Equipment that the Licensee is permitted to operate under the Licence, as more specifically described in Schedule 1.
- **Charging Port:** The interface or socket that serves as the access point through which electricity flows from the charger to the Electric Vehicle's battery.
- **Licence:** This Independent Charge Point Operator Licence issued by DEWA.
- **Independent Charge Point Operator:** Any Person other than DEWA and DEWA's subsidiaries operating Public Charging Equipment.

- **CPO Licence Charges:** The charges payable to DEWA by the Licensee for obtaining or renewing the Licence, and for adding further Public Charging Equipment under the Licence.

## 2. INTERPRETATION

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For the purpose of this Licence:

- a) any reference to “Article” or “Schedule” is a reference to an article in, or schedule to, this Licence;
- b) any reference to a “Condition” is a reference to a condition in Article 7;
- c) where any obligation of the Licensee is required to be performed within a specified time limit that obligation shall be deemed to continue after that time limit if the Licensee fails to comply with that obligation within that time limit;
- d) in construing an Article or Schedule, the heading or title of the Article or Schedule shall be disregarded;
- e) the word “include” shall be construed without limitation; and
- f) a reference to a law, by-law, regulation or document issued by DEWA shall be construed to refer to such law, by-law, regulation or document issued by DEWA as may have been modified or replaced from time to time.

## 3. GRANT OF LICENCE

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Pursuant to the EV Charging Regulation and subject to the terms and Conditions set out in this Licence, Dubai Electricity and Water Authority PJSC grants a licence to .....  
(the “Licensee”) to operate the Licensed Charge Point(s).

## 4. TERM OF LICENCE

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The Licence shall come into force on the date of its issuance and shall be valid for one year, unless revoked or surrendered in accordance with the provisions set forth in Article 5.

## 5. LICENCE RENEWAL, AMENDMENTS, REVOCATION, SURRENDER AND TRANSFER

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### A. RENEWAL

- a. The Licence can be renewed annually by the Licensee upon submitting a Licence renewal application prior to the Licence term expiry and paying the applicable CPO Licence Charges according to the

latest approved CPO Licence Charges to avoid any penalty for operating without a valid licence. The renewed licence will bear terms and conditions according to the form of licence applicable at the time of renewal.

- b. Should the Licensee intend not to renew the Licence (as a whole, or for some of the Licensed Charge Points), the Licensee shall inform DEWA at least thirty (30) days ahead of the Licence expiry, and cease operation of the Public Charging Equipment for which the Licence has not been renewed upon expiry of the Licence.
- c. Should DEWA intend not to renew the Licence (as a whole, or for some of the Licensed Charge Points) beyond a certain date, a notice shall be given to the Licensee at least seven (7) years ahead of such date.

## **B. AMENDMENTS**

DEWA may, for any reason related to the public interest, amend any of the Conditions of the Licence, in which case DEWA shall notify the Licensee of such amendment indicating the details and grounds of the amendment. Upon receipt of the proposed amendment, the Licensee may notify DEWA of its acceptance of the amendment, or object and submit any documents and evidence supporting its objection. An amendment shall be deemed valid if the Licensee fails to provide DEWA with its acceptance or objection within thirty (30) days from the date of notification of the amendment. DEWA shall process the objection within thirty (30) days from the date of submission, and shall take the decision to cancel or uphold the amendment.

## **C. SUSPENSION AND REVOCATION**

DEWA may at any time suspend or revoke this Licence should any one of the following circumstances occur:

- a) if it is found that the grant of this Licence has been based on inaccurate or incorrect information provided by the Licensee;
- b) on the dissolution of the Licensee;
- c) in case of violation by the Licensee of the Licence terms and Conditions. In this case, DEWA may notify the Licensee of the violation and suspension or revocation of the Licence with immediate effect. Alternatively, DEWA may issue a written notice to the Licensee outlining the nature of the violation, the necessary remedial actions, and the timeframe for compliance. Failure to rectify the violations to the satisfaction of DEWA within the specified timeframe may result in the suspension or revocation of the Licence.

No refund of CPO Licence Charges shall be due by DEWA in case of Licence Revocation.

## **D. SURRENDER**

Should the Licensee intend to relinquish/cancel the Licence (as a whole, or for some of the Licensed Charge Points), the Licensee shall inform DEWA at least thirty (30) days in advance of the planned date of ceasing operations, and shall cease operation of the Licensed Charge Point(s) for which the Licence has been surrendered once the planned date is reached. No refund of CPO Licence Charges will be due by DEWA in case of Licence surrender.

## E. TRANSFER

The Licence is granted to the Licensee and is not transferable to a third party without the prior written consent of DEWA. Upon DEWA written consent, the Licence can be transferred to the third party (Transferee) upon notification by the Licensee to DEWA that the licence is transferred, and submission of a covenant duly signed by an authorized representative of the Transferee that the Transferee accepts the transfer of the Licence and undertakes the Licence obligations. In the case of any past or ongoing claims or liabilities both the licensee and transferee shall be jointly and/or severally responsible, without any responsibility or loss for DEWA.

## 6. COMMUNICATIONS

All communication between DEWA and the Licensee shall be in writing and sent to the following addresses (or such other address as may be notified by one party to the other):

|  |                    |
|--|--------------------|
| DEWA   | <Licensee name>    |
| The Dubai Electricity and Water Authority PJSC.<br>PO BOX 564, Dubai, UAE<br>CPO.Licensing@dewa.gov.ae | <Licensee address> |

DEWA may setup a dedicated web portal (DEWA CPO Licensing Portal) to manage CPO Licensing and related interactions. Upon such portal setup and notification from DEWA, communications shall be through the DEWA CPO Licensing Portal as instructed by DEWA. Any communications that may be required beyond the portal scope shall be addressed to CPO.Licensing@dewa.gov.ae.

## 7. LICENCE CONDITIONS

### 7.1 COMPLIANCE

1. The Licensee shall at all times comply with:
  - The EV Charging Regulation;
  - The EV Charging Technical Regulations;
  - Any other regulatory document published or made available to the Licensee by DEWA for the implementation of the EV Charging Regulation;
  - The Licence conditions in this schedule, and any other terms and conditions set out in the Licence;

- The terms and conditions of any contract entered into with DEWA in relation to the operation of Public Charging Equipment, as reported in Schedule 3.
  - Any other laws and regulations applicable in the Emirate of Dubai in relation to the activities carried out by the Licensee under the Licence.
2. DEWA may request the Licensee to provide evidence of adherence to any of abovementioned compliance obligations. If required to verify compliance, the Licensee shall also allow inspections by DEWA, its authorized representatives, or third parties appointed by DEWA for the purpose.
  3. The Licensee is fully responsible for the due diligence on choice of equipment and its correct installation and operation. Compliance with DEWA technical specifications, DEWA design approval and successful DEWA inspections do not constitute an endorsement or warranty of any kind. Under no circumstances shall DEWA be liable for any damage or loss incurred by the Licensee for the breakdown or malfunctioning of the equipment.
  4. Any mobile Licensed Charge Point (EV chargers mounted on trucks or other mobile charging devices) must be equipped with a metering system that complies with industry standards. DEWA reserves the right to periodically read or inspect these systems. The Licensee is required to provide DEWA with quarterly reports detailing the electricity supplied to Electric Vehicles, as measured by the metering system. Additionally, the Licensee must provide evidence that this electricity was sourced from the DEWA grid at the designated connection points for the mobile Licensed Charge Point.

## **7.2 APPLICABLE CHARGING FEES AND INVOICING**

- a) The Licensee shall collect the applicable EV Public Charging Fee for using the Licensed Charge Points from customers through its designated payment channels. DEWA reserves the right to impose in the future the use of specific eMSP and payment channels, upon entering a commercial agreement with DEWA for the purpose, unless the Licensee received approval from DEWA for future indefinite use of own eMSP and payment channels.
- b) The Licensee is responsible for ensuring precise measurement of electricity drawn by customers through the Licensed Charge Points for the purpose of levying the EV Public Charging Fee. Both hardware and software employed for this purpose must adhere to industry standards, with regular calibration performed to maintain accuracy. Upon request, the Licensee must furnish DEWA with copies of calibration reports or certificates.
- c) Any invoices or other communications issued or made available by the Licensee to customers in relation to financial charges for using the Licensed Charge Points shall include a breakdown showing the following elements:
  - a. DEWA Red Slab Electricity Tariff and fuel surcharge;
  - b. CPO Charging Fee
  - c. Overstay charges (if applicable)
  - d. Applicable VATand shall report the total amounts collected against each of those elements.
- d) For any amounts collected against DEWA Red Slab Electricity Tariff, fuel surcharge and applicable VAT the Licensee shall act as collection agent on behalf of DEWA, without any sale of electricity

from the Licensee to customers. No consideration or compensation shall be due from DEWA to the Licensee for such role as DEWA's collection agent.

- e) The Licensee shall ensure that the amounts collected as DEWA's collection agent are paid in full to DEWA promptly against DEWA's periodical bills for the electricity consumption accounts under which the chargers are connected. Any Licensed Charge Point, or set of Licensed Charge Points at the same location, shall be connected under a dedicated DEWA electricity account, that will be billed by DEWA at the EV tariff (DEWA Red Slab Electricity Tariff plus fuel surcharge and applicable VAT).
- f) The Licensee can impose overstay charges to customers occupying Licensed Charge Points beyond the time required to fully charge their vehicles, subject to the transparency requirements set out in Article 7.4.b.
- g) The Licensee shall not:
  - Collect periodical or one-off subscription fees for the service;
  - Levy for any other service that the Licensee may be providing (parking or other) any amount in excess of the rates that would be charged for such service to users not availing the EV charging service.
  - Collect additional compensation in any other way for the charging service provided.
- h) Under DEWA EV Charging Regulation, it is expressly prohibited for third parties other than the Licensee (comprising parking operators, facility owners, or any other person) to receive remuneration for EV charging services rendered by the Licensee via the Licensed Charge Point(s). The Licensee is obligated to promptly notify DEWA upon discovery of any infringements in this regard.

### **7.3 UNIQUE IDENTIFIER**

- a) The Licensee shall ensure that Licensed Charge Point(s) have been assigned a unique identification number (UID) according to the registration rules set by DEWA in this regard.
- b) The Licensed Charge Point(s) shall bear a visible tag indicating the UID preceded by the acronym 'UID'. (Example: UID UAE-CPO\_ID-Station\_ID-ChargingPoint\_ID)
- c) The UID should be referenced by the Licensee when communicating with DEWA in relation to specific Licensed Charge Points or other pieces of Public Charging Equipment.

### **7.4 ACCESSIBILITY, TRANSPARENCY AND QUALITY OF SERVICE**

- a) The Licensee can make the Licensed Charge Point(s) available to the general public or to some restricted user group only as per Table 1 in Schedule 1.
- b) The Licensee must ensure that all relevant charges (including any overstay charges) and other terms and conditions for using the Licensed Charge Points are clearly communicated to customers, in both Arabic and English. In particular, the licensee shall:
  - Present customers with the information and request their confirmation of reading and acceptance when they subscribe to or create an account for the service;
  - Inform customers through on-site signage (either in full or via a link/QR code) and through



any app or website that the Licensee may be using to interact with customers, promote or provide access to the service;

- Specifically, any applicable overstay charges shall also be visibly displayed at the Licensed Charge Point itself.
- c) Where possible, the Licensee shall ensure that a reasonable effort is made to enhance accessibility of the Licensed Charge Point(s) for People of Determination.
- d) Instructions and safety warnings shall be displayed at the Licensed Charge Point(s) in both Arabic and English.
- e) The Licensee shall maintain high availability and good performance of the Licensed Charge **Point(s)** in accordance with prevailing industry standards.
- f) The Licensee shall make customers aware of any Licensed Charge Point unavailability (through signage; change of status in own apps showing chargers locations; communication to third party apps developers, etc.). In case of extended unavailability of a Licensed Charge Point, the Licensee shall change its status to 'unavailable' in DEWA CPO Licensing Portal, or a communication shall be issued to DEWA about the unavailability in case such functionality is not yet available in the portal. No refund of CPO Licence Charges is due for the Licensed Charge Point(s) marked as unavailable in the portal, or for which the unavailability is communicated to DEWA.
- g) The Licensee shall ensure that customers can report malfunctioning or any issues with the Licensed Charge Point(s), and raise enquiries or complaints about the invoiced amounts, either by assigning on-site personnel for the purpose, or by providing visible contact information (service hotline or email). The Licensee shall in an efficient and timely manner attend to queries, feedback or complaints, and remedy any valid complaints.
- h) The Licensee shall keep records of the enquiries and complaints received and of the responses and solutions offered for at least one year, and provide them to DEWA within 5 working days upon request.

## 7.5 PROVISION OF INFORMATION

- a) The Licensee shall comply with the information sharing requirements outlined in the EV Charging Regulation and the EV Charging Technical Regulations. This includes providing data regarding the Licensed Charge Point(s) availability, utilisation, and any other metrics as requested by DEWA. This information shall be provided through the channels prescribed by DEWA, and adhering to the frequency and format templates stipulated by DEWA for the purpose.
- b) The Licensee shall also keep the same information in its records for three years, and provide it to DEWA within 5 working days upon request.

## 7.6 CPMS INTEGRATION, MONITORING, CONTROL AND SMART FEATURES

- a) For Licensed Charge Points for which the sum of capacity of chargers connected to DEWA grid through a single connection point exceeds some threshold that may be specified in the EV Charging Technical Regulations DEWA may in the future require that chargers are:
  - i. Integrated into DEWA's charge point management system (CPMS), and/or
  - ii. Retrofitted with monitoring and control capabilities specified by DEWA, and/or

- iii. Capable to activate smart charging, adjusting the electrical load in an automated way to regulate the charging rate dynamically depending on network conditions and other factors as specified by DEWA.
- b) In such cases, within the timeframe indicated by DEWA, the Licensee shall:
- Comply with the new requirements;
  - Or suspend operation of the Licensed Charge Point(s) for which the new requirements have not been complied with, informing DEWA and resuming operation of such Licensed Charge Points only upon compliance with the new requirements and notification to DEWA;
  - Or surrender the Licence for the Licensed Charge Point(s) for which the new requirements have not been met.
- c) In case of integration and communication with any DEWA system, the Licensee shall ensure that cybersecurity requirements stipulated by DEWA are strictly complied with at all times.

## **7.7 HEALTH AND SAFETY**

- a) The Licensee shall ensure that any activity related to the installation, maintenance and operation of the Licensed Charge Point(s) is carried out in a way that protect the health and safety of any persons that may be affected, the integrity of the vehicles, the buildings and of any surrounding infrastructure, taking into account any regulation or guidance issued to it by DEWA and any applicable health, safety and environmental regulations and standards prevailing in the Emirate of Dubai, including any applicable requirements from Civil Defence, Dubai Municipality and other concerned planning authorities.
- b) The Licensee shall develop and implement such arrangements as are prudent to ensure safety and, where reasonably practicable, the continuity of its operations in the event of any foreseeable emergency. The Licensee shall take such action as DEWA may reasonably require, to plan and prepare for emergencies, including taking part in tests and exercises.

## **7.8 THIRD-PARTY INSURANCE**

- a) The Licensee shall maintain suitable insurance against third-party liabilities deriving from the installation, maintenance and operation of the Licensed Charge Point(s).
- b) Under no circumstances shall DEWA be liable for any third-party liabilities deriving from the installation, maintenance and operation of the Licensed Charge Point(s) or in any way related to the Licensee activities in relation to the Licence.

# SCHEDULE 1

## LICENSED CHARGE POINTS DESCRIPTION AND LICENCE CHARGES

Under the Licence, the Licensee is permitted to operate all and only the Public Charging Equipment described under sections A and B below:

**A. (EXISTING PUBLIC CHARGING EQUIPMENT)** The Public Charging Equipment listed below, operated by the Licensee at time of granting this Licence, and for which CPO Licence Charges have been paid ahead of Licence issuance.

**Table 1 - List of Licensed Charge Points operated by the Licensee at time of Licence issuance:**

| #            | Type | Area | Location/<br>Plot/<br>Description | GPS Co-<br>ordinates | Floor/<br>Details | Unique<br>Identifier | Capacity (kW)<br>– Getting<br>Electricity Ref. | # of<br>Charging<br>Ports | User Group |
|--------------|------|------|-----------------------------------|----------------------|-------------------|----------------------|--|---------------------------|------------|
| 1            |      |      |                                   |                      |                   |                      |  |                           |            |
| 2            |      |      |                                   |                      |                   |                      |  |                           |            |
| 3            |      |      |                                   |                      |                   |                      |  |                           |            |
| <b>Total</b> |      |      |                                   |                      |                   |                      |  |                           |            |

**Table 2 - Applicable CPO Licence Charges at time of Licence issuance:**

|              | Unit Rate,<br>AED per Charging Port | Number of<br>Charging Ports | CPO Licence Charges,<br>AED |
|--------------|-------------------------------------|-----------------------------|-----------------------------|
| AC Chargers  | 500                                 |                             |                             |
| DC Chargers  | 7,500                               |                             |                             |
| <b>TOTAL</b> |                                     |                             |                             |

**B. (ADDITIONAL PUBLIC CHARGING EQUIPMENT)** - Any additional Public Charging Equipment commissioned by the Licensee during the Licence term, upon meeting all the following requirements:

- a. Obtaining DEWA connection approval and pay any connection fees that may be applicable;
- b. Paying the additional CPO Licence Charges (as per applicable unit rate at time of invoicing, and pro-rated for the residual duration of the Licence);
- c. Successfully registering the Licensed Charge Point(s) in DEWA CPO Licensing Portal. This requirement only applies if the portal has been setup by DEWA and the functionality related to registering new Licensed Charge Points under an existing licence has been activated.

## SCHEDULE 2

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### RENEWAL AND AMENDMENT HISTORY

| Date | Description |
|------|-------------|
|      |             |
|      |             |

## SCHEDULE 3

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### ASSOCIATED COMMERCIAL CONTRACTS

| Date | Description |
|------|-------------|
|      |             |
|      |             |