

**Licence No: FANR/NF/2023/002**

**Licence for the Transportation of Unirradiated Nuclear Fuel**

Under the powers provided in Articles (5), (6) and (28)(3)(a) of the Federal Law by Decree No. 6 of 2009 Concerning the Peaceful Uses of Nuclear Energy (the Law), and having considered that the proposed activities of Emirates Nuclear Energy Company P.J.S.C. comply with the requirements of the Law and applicable regulations of the Federal Authority for Nuclear Regulation (the Authority), the Authority hereby grants this licence for the transportation of unirradiated Nuclear Fuel within the State for and to the following Nuclear Facility – unit 4 of the Barakah Nuclear Power Plant (Barakah NPP Unit 4) - (the Licence) to:

**Emirates Nuclear Energy Company P.J.S.C. (the Licensee)**

being a public joint stock company (industrial licence No: IN-1002171) established pursuant to the Abu Dhabi Law No. 8 of 2021 on Emirates Nuclear Energy Company "Public Joint Stock Company".

This Licence authorises the Licensee to conduct the following Regulated Activity set forth in Article (25)(11) of the Law:

**Transportation of any Regulated Material within the State.**

The Regulated Activity authorised by this Licence is further specified in Schedule 1. The Licence conditions are set forth in Schedule 2. The description of the transportation activities and structures, systems, and components used for transportation is provided in the Licence application documents referenced in Schedule 3. Schedule 4 provides interpretation of certain terms used in this Licence.

This Licence shall remain in force until:

- it is suspended or revoked by the Authority;
- it is amended by the Authority;
- it is surrendered by the Licensee, subject to acceptance by the Authority; or
- the Authority issues a licence for the Operation of Barakah NPP Unit 4 covered by this Licence, at which time this Licence shall expire, provided that any obligations of the Licensee under this Licence and/or the Law, which are intended to remain in force following the expiry of this Licence shall survive the expiry of this Licence.

This Licence is granted without prejudice to any future decision of the Authority regarding the suitability and specifications of the Operation of the Nuclear Facility or its structures, systems and components (SSCs), including the Nuclear Fuel.



**Abdulla Al Suwaidi**

Chairman of the Board of Management of the Federal Authority for Nuclear Regulation

Issued in Abu Dhabi  
25 July 2023

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The Licence comprises this page, the preceding page and the following schedules, which together form an integral part of the Licence:

- Schedule 1: (1 page) Regulated Activities Authorised
- Schedule 2: (3 pages) Licence Conditions
- Schedule 3: (1 page) Application Documents
- Schedule 4: (1 page) Interpretation.

Any reference to "schedule" in the Licence means a reference to a schedule of this Licence.



## Schedule 1

### Regulated Activities Authorised

1. This Licence authorises transportation of unirradiated Nuclear Fuel from the point of entry into the State for and to the following Nuclear Facility – Barakah NPP Unit 4, located in Al Dhafra region of the Emirate of Abu Dhabi, United Arab Emirates – but not removal of the unirradiated Nuclear Fuel from transportation containers, as described in the Licence application documents referenced in Schedule 3 (Application Documents).
2. The Licensee is required to obtain all necessary Licence(s) from the Authority for the conduct of any other Regulated Activity.
3. The Licensee is required to obtain additional licences and/or authorisations from the Authority for the conduct of:
  - a) import of any nuclear material;
  - b) Radioactive Material package design approval for the shipping cask;
  - c) any other Regulated Activity.
4. The Licensee shall obtain all necessary licences, permits and authorisations from other government entities for the conduct of the Regulated Activity authorised by the Authority under this Licence and update the Authority on any change relating to the aforementioned licences, permits and authorisations.



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## Schedule 2

### Licence Conditions

This Licence is subject to and the Licensee shall comply with the Licence conditions specified and incorporated below:

#### 1. Law, Regulations, Licence and the Licensee's Submissions:

The Licensee shall conduct the Regulated Activity authorised by this Licence in accordance with:

- The Law and any amendment thereto;
- Federal Law by Decree No. 4 of 2012 Concerning Civil Liability for Nuclear Damage (the Nuclear Liability Law) and any amendments thereto;
- The applicable regulations issued by the Authority pursuant to the Law and Nuclear Liability Law;
- The terms and conditions of this Licence;
- The most recent version of the Transport Security Plan submitted by the Licensee and approved by the Authority; and
- The Application Documents, as may be updated, inclusive of documents references in the Application Documents, included as attachments to the Application Documents or submitted under separate cover.

**2. Transfer of Licence:** This Licence, any part hereof, or any right hereunder shall not be transferred, assigned, or in any manner disposed of, either voluntarily or involuntarily, directly or indirectly, through any transfer of control of this Licence or transfer of control of the Licensee to any Person.

**3. Modifications:** The Licensee shall obtain written approval of the Authority prior to implementing modifications to any of the following, which may result in significant Safety, Nuclear Security, safeguards, or nuclear damage liability implications:

- any Management System and organizational arrangements;
- the SSCs of the Nuclear Facility; or
- any of the Applications Documents submitted by the Licensee.

**4. Plan of activities:** The Licensee shall submit and update, as may be deemed necessary by the Authority, the schedules and timelines of the principal activities to be undertaken by the Licensee under this Licence.

#### 5. Regular Reporting:

- The Licensee shall notify the Authority in writing at least three (3) business days before the proposed date and time of the transportation of unirradiated Nuclear Fuel, and shall receive confirmation of receipt of the notification from the Authority before such transportation takes place.
- The Licensee shall provide to the Authority a written report on the results of the implemented transport security plan for each transportation of unirradiated Nuclear Fuel to the Barakah NPP

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- Unit 4 within thirty (30) days after the said transportation is completed. This report shall include, inter alia, any deficiencies in the physical protection system noted during the transportation.
- c. The Licensee shall annually provide to the Authority information on availability of financial security in the amount, extent determined by the Nuclear Liability Law and of the type, terms and from sources approved by the Authority.

## 6. Reporting of unplanned events:

- a) The Licensee shall notify the Authority of:
- any Accident or event during the transportation having the potential to affect Safety, Nuclear Security or safeguards;
  - any Nuclear Security event in which there is reason to believe that a Person has committed or caused, or attempted to commit or cause, or has made a credible threat to commit or cause an unauthorised removal of nuclear material;
  - any claim concerning nuclear third party liability made or filed before a court against the Licensee, and any payment effected by the Licensee in fulfilment of a compensation claim under the Nuclear Liability Law.
- b) The Licensee shall:
- notify the Authority within four (4) hours of its finding of each Accident or event in Licence conditions 6(a)(i) and 6(a)(ii) above;
  - notify the Authority within seven (7) days of its discovery of each reportable claim, and payment referred to in Licence condition 6(a)(iii) above;
  - submit to the Authority a written report within thirty (30) days. The report shall include a description of the reportable Accident, event or incident.

**7. Access to facilities and documents, and assistance:** The Licensee shall provide the Authority and its authorised representatives with access to any place, to any document, record or report or to any person under the Licensee's control or the control of any of the Licensee's affiliates, contractors, subcontractors, suppliers, agents or other legal entities acting on behalf of the Licensee, and shall provide all assistance necessary to enable the Authority to inspect in accordance with the Law the conduct of the Regulated Activity authorised by this Licence.

**8. Records:** The Licensee shall develop, maintain and implement arrangements for making and retaining adequate and detailed records of compliance with the conditions and requirements of this Licence. The Licensee shall retain all the foregoing records until the Nuclear Facility has been decommissioned.



**9. Fulfilment of commitments:** The Licensee shall comply with the commitments made in the Application Documents. Amendments to the commitments made in the Application Documents shall be subject to the approval of the Authority.

**10. Transport Security Plan:** The Licensee shall provide the Authority with a transport security plan for each transportation of unirradiated Nuclear Fuel for the Barakah NPP Unit 4 and shall obtain the prior written approval of the Authority before the transportation takes place.

**11. Other Licence conditions relating to liability for nuclear damage:** In case a nuclear incident has occurred and caused nuclear damage, the Licensee shall report to the Authority within thirty (30) days that financial security in the amount and to the extent determined by the Nuclear Liability Law exists to cover the amounts of compensation to be paid for nuclear damage and to provide for payments to cover interests and cost.

**12. Corporate Governance:**

a) The Licensee shall notify the Authority of:

- i. any changes to the Licensee's corporate identity and or any material change to Licensee's governance structure prior to making such changes;
- ii. any other material changes to the governance arrangements in Application Documents not later than sixty (60) days after the said changes are made.

b) The Licensee shall provide to the Authority annually upon the issuance of this Licence updated copies of the governance related Application Documents, unless otherwise specified by the Authority.



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### Schedule 3

#### Application Documents

1. Letter ENA-FANR-23-0048L, dated 23 June 2023, Barakah Nuclear Power Plant Unit 4 – Application for Transportation Licence of Unirradiated Nuclear Fuel by Emirates Nuclear Energy Company Public Joint Stock Company
2. Letter ENA-FANR-23-0060L, dated 20 July 2023, Barakah Nuclear Power Plant Unit 4 – List of Application Documents for Transportation Licence of Unirradiated Nuclear Fuel by Emirates Nuclear Energy Company “Public Joint Stock Company”.



#### Schedule 4

#### Interpretation

1. Capitalized terms used but not defined in this Licence shall have the meaning ascribed to them in Article (1) of the Federal Law by Decree No. 6 of 2009 Concerning the Peaceful Uses of Nuclear Energy.
2. The term "nuclear material" shall have the meaning ascribed to it in Article (1) of Authority's Regulation for the System of Accounting and Control of Nuclear Material and Application of Additional Protocol (FANR-REG-10), as amended by the Authority.
3. The term "import" shall have the meaning ascribed to it in Article (1) of Authority's Regulation for the Export and Import Control of Nuclear Material, Nuclear Related Items and Nuclear Related Dual-Use Items (FANR-REG-09), as amended by the Authority.



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