

## Declaration of Commitment

### to Compliance with Labour and Social Standards in Public ICT Procurement

#### 1. Scope

When awarded a contract (order), the Bidder<sup>1</sup> (hereinafter referred to as the "Contractor") hereby commits to executing the contract in compliance with the regulations that implement the core labour standards of the International Labour Organization (ILO), including ILO standards 1, 102, 131, 155 and 170 into national law at the respective production facility or other place of individual work performance.

The substance of the labour and social standards covered by this Declaration must still be complied with, even if the national law of a country applies in which one or more ILO standards have not been ratified or implemented into national law.

This means that in executing the contract

No forced labour, including slave and prison labour, is performed in violation of the 1930 *Convention No. 29* on Forced or Compulsory Labour and the 1957 *Convention No. 105* on the Abolition of Forced Labour;

All workers have the right to form and join trade unions and the right to collectively bargain pursuant to *Convention No. 87* on Freedom of Association and Protection of the Right to Organise of 1948 and *Convention No. 98* on the Application of the Principles of the Right to Organise and Collective Bargaining of 1949;

No distinction, exclusion or preference based on race, colour, sex, creed, political opinion, national descent or social origin shall be made in accordance with *Convention No. 111* on Discrimination in Employment and Occupation of 1958, which abolishes or impairs inequality of opportunity or treatment in employment or occupation;

Male and female workers are paid equal pay for work of equal value pursuant to *Convention No. 100* on Equal Pay for Equal Work for Men and Women of 1951;

No child labour in its worst forms is performed in violation of *Convention No. 182* on the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour of 1999 and *Convention No. 138* on the Minimum Age for Admission to Employment of 1976;

No work is carried out in in violation of *Convention No. 155* concerning Occupational Safety and Health and Working Environment, 1981, or in violation of *Convention No. 170* on Safety in the use of Chemical Substances at work, 1990;

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<sup>1</sup> For purposes of this Declaration of Commitment, a bidding consortium shall also be deemed to be a bidder.

Wages are paid in accordance with Convention No. 131 on the Establishment of Minimum Wages, with special reference to Developing Countries, 1970;

Hours of work for workers do not exceed the maximum working hours allowed by local law and at least one day of rest per week is granted in accordance with Convention No. 1 from 1919 which limits the hours of work in industrial undertakings;

Social security benefits are granted to workers in accordance with Convention No. 102 concerning minimum standards of social security.<sup>2</sup>

Moreover, the Contractor shall provide notices or a comparable bulletin in all languages used in the production facility to ensure that employees at the respective production facility are informed of the labour and social standards that are to be complied with.

Additionally, the Contractor must ensure that these obligations are also complied with by other parties involved in executing the contract.

As defined by this Declaration, other parties involved are:

- **For ICT hardware/software:**  
Product manufacturers and the suppliers of the product manufacturer (that not only exclusively function as a merchant), as far as the respective stage of the supply chain is taken into account<sup>3</sup>
- **For ICT services<sup>4</sup>:**  
Contractors and subcontractors, as far as the respective stage of the supply chain is taken into account.

This obligation extends to the main performance components of the contract. The main performance components are those performance components which account for a significant proportion of the contract value.

This obligation extends to the first and second stage of the supply chain. This obligation extends to the third stage of the supply chain when the contract has a significant contract value (over €50 million gross or over €25 million gross per lot for lot-based contracts).

The individual stages of the supply chain are defined as follows:

- Stage 1: The final production facility and, in the event that only product refinement takes place at the final production facility, its direct suppliers as well;
- Stage 2: All direct suppliers of the production facilities of stage 1;
- Stage 3: All direct suppliers of the level 2 production facilities.

The compliance with labour and social standards subject to this Declaration is a substantial requirement for the execution of the contract. Reference is made to the legal consequences

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<sup>2</sup> The standards are available online at <http://www.ilo.org>.

<sup>3</sup> The direct supply characteristic of an enterprise does not cease to exist even if an enterprise that is exclusively functioning as a merchant acts as an intermediary.

<sup>4</sup> In case this Declaration is not fully applicable for ICT services, the obligations of the Contractor shall be adjusted to spirit and purpose of the relevant regulation.

set out in Section 124, Para. 1, No. 7 German Law prohibiting Restraints on Competition (GWB).

## **2. Contractor Duties**

The Contractor shall ensure compliance with the requirements set out in Section 1 as follows:

The Contractor shall independently assess compliance with the requirements set out in Section 1 for all parties involved.

After the contract has been awarded, the Contractor shall submit to the Client (hereinafter referred to as the "Contracting Authority") all documents required to substantiate compliance with the requirements by the parties involved no later than two months after the contract has been awarded. If the obligation also extends to the third stage of the supply chain, the period shall be extended to three months. If, on objective grounds, the Contractor is unable to comply with the time limit, the Contractor shall immediately inform the Contracting Authority thereof. The Contracting Authority shall decide at his due discretion whether to extend the time limit, taking into account the reasons given.

The Contractor is obliged to revise the evidence submitted at regular intervals; at least once a year. Further, the Contractor is obliged to correct or resubmit the documents if the explanatory content of the prior submitted documents is no longer covered by the Contractor or another involved party due to changes in the process of performance.

## **3. Plausibility Check**

The submitted documents enable a plausibility check by the Contracting Authority with regard to compliance with the labour and social standards subject to this Declaration. Insofar as the contract has a contract value on the basis of which compliance with the agreed labour and social standards also extends to stage 3 of the supply chain, the substantiating documents for stage 3 only have to be provided for four supplier companies of stage 2, to be selected by the Contractor.

For stage 1 of the supply chain, the substantiating documents shall be submitted directly according to the following options 1 or 2. For stage 2 of the supply chain, it is sufficient if compliance with the agreed labour and social standards is ensured by contractual obligations between a production facility of stage 1 and a production facility of stage 2. However, if a contract with a significant contract value leads to the extension of the agreed labour and social standards to stage 3 of the supply chain, the substantiating documents shall be submitted directly for the selected production facilities of stage 2 of the supply chain. In these cases it is then sufficient, if compliance with the agreed labour and social standards in stage 3 is ensured by contractual obligations between these production facilities and their direct suppliers.

The Contractor has the discretion to send the documents according to one of the following two options. In both cases, the Contractor has to add a declaration as to which main performance parts of the contract the documents are referring to.

## Option 1

When sending the documents, the Contractor shall state how he will ensure the compliance of the labour and social standards covered by this Declaration by the parties involved during the execution of the contract:

1. By naming the following information for every major performance component for stage 1 of the supply chain:
  - a. Address of the manufacturer with respect to the brand name including the legal representative and a responsible contact person, the latter including contact information;
  - b. Addresses of the production facilities including the legal representative and a responsible contact person, the latter including contact information;
  - c. Name and contact information of the contact person for employee matters in the sense of an employee representative in the production facilities.

In case of an obligation to provide evidence with respect to stage 3 of the supply chain, the corresponding addresses and contact information for the four selected suppliers for stage 2 of the supply chain must be provided.

2. By outlining how he will ensure the implementation of the agreed labour and social standards by the involved parties pursuant to the catalogue of documents (see German version) and
3. By declaring which evidence, in accordance with the catalogue of documents, he will submit after executing the contract as proof that the agreed obligations have been met during execution of the contract.

After production and fulfilment of the major performance components subject to the contract, the Contracting Authority can also demand the addresses and the names of the production sites of a product with a specific serial number for stage 2 of the supply chain. He is entitled to demand this yearly or in case of reasonable doubt. In order to protect the Contractor's trade and business secrets, reference is made to the statutory obligations of the public Contracting Authority<sup>5</sup>.

During the term of the contract, the Contractor shall at regular intervals, but at least annually, present the measures he has taken to comply with the labour and social standards pursuant to this Declaration. This leaves unaffected the obligations arising from section 2 paragraph 4 of this Declaration (Contractor Duties).

The Contractor is obliged to safeguard the evidence in accordance with Option 1, Clause 3 for a period of two years after the end of the contract in a tamper-proof manner and to send the evidence for verification to the Contracting Authority or to a third party commissioned by him and bound to secrecy. In doing so, the Contractor provides the documents at least with clear headlines or file names in German language in order to ensure a correct classification by the Contracting Authority. It is recommended to choose a denomination in accordance with the catalogue of documents. Once the Contracting Authority requests the evidence, the latter must be submitted within two months. While the evidence is being safeguarded, the

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<sup>5</sup> See for example Section 5 German Public Procurement Regulation (VgV) and Section 31 German Administrative Procedure Act (VwVfG) and corresponding regulation.

Contracting Authority or a third party commissioned by him shall also have the right to inspect the original documents at the place of storage.

By virtue of submitting the documents pursuant to option 1, the Contractor declares that these documents actually relate to the contractual performance covered by the contract.

## **Option 2**

As an alternative to option 1, if a contract is placed, certificates from an independent third party (external audit) may be submitted. The corresponding certificate must meet all minimum requirements:

- a. The labour and social standards pursuant to Section 1 form part of the used audit standard used.
- b. The certificate submitted states that the audit did not reveal any significant deficiencies in the implementation of these said labour and social standards.
- c. There has to be a transparent explanation which standard was used for the audits (e.g. through a publicly accessible Code of Conduct).
- d. The formulation of the audit standard and thus the benchmark must be created independently of the company and production site that is audited.
- e. The audit must be conducted by an independent external expert or organization.

With regard to the validity and corresponding deadlines, the following specifications must be met:

- i. The audit, to which the certificate refers to, must not be older than three years when the certificate is submitted.
- ii. If the audit turns older than three years during the duration of the contract, a new audit must be performed immediately and a new certificate has to be presented.
- iii. If significant deficiencies have been identified in individual areas, it must be demonstrated that a process of corrective action has been started. In this case, the Contractor must submit a certificate within six months from an independent third party, according to which the deficiencies have been remedied.

If, on objective grounds, the Contractor is unable to comply with the time limit, the Contractor shall immediately inform the Contracting Authority thereof. The Contracting Authority shall decide at its due discretion whether to extend the time limit, taking into account the reasons given.

In any case, the Contracting Authority recognizes the audit standards SA 8000, RBA VAP Audit Recognition Program platinum/gold and TCO certified. When holding these audit standards, proof of the remediation of the deficiencies does not have to be presented, as the minimum standards (a) to (e) listed under paragraph 1 are considered to be met.

Insofar as the audit confirms that there are no significant deficiencies related to the ILO standards required in this declaration, the Contracting Authority also recognizes audit standard RBA VAP Audit Recognition Program silver. The compliance with this requirement

can, for example, be demonstrated by the disclosure of the detailed audit results in relation to the relevant ILO standards required by the declaration to the Contracting Authority.

If, in the course of the audit, it is confirmed that at the time of the audit there were no significant areas of improvement (deficiencies) related to the ILO standards required in the declaration, an audit according to the amfori BSCI standard is also accepted. This can be demonstrated by a confirmation from amfori BSCI.<sup>6</sup>

If the audit is set out under another comparable audit system, compliance with the minimum standards a) to e) in paragraph 1 must be clearly described in addition to presenting the certificate. Further, a contact person of the selected audit standard must be named.

By virtue of submitting the documents pursuant to option 2, the Contractor declares that these documents actually relate to the subjects covered by the contract.

#### **4. Contracting Authority Rights**

The Contracting Authority has the right to request current and substantiating documents at any time in the event of justified doubts.

The Contracting Authority shall have the right to perform inspections regarding the compliance with the labour and social standards agreed in this Declaration by the production facilities of the parties involved. He can perform these inspections at any time himself or through third parties that he commissions. The Contractor shall provide him with organisational support in this respect.

The Contracting Authority or the third party must be accompanied by a qualified social auditor who can demonstrate that he has been trained in inspections of ILO standards (e.g. in accordance with the IRCA standard for social audits or comparable) or have relevant practical experience. This obligation does not apply if the Contracting Authority himself or the third party commissioned by him already has the relevant experience or training.

The Contractor must oblige the other parties involved in the supply chain accordingly with regard to such an inspection. If the Contracting Authority involves third parties, the Contractor may demand a non-disclosure agreement beforehand.

#### **5. Sanctions**

The Contracting Authority may require the Contractor to remedy a situation within a reasonable period of time set by the Contracting Authority, if, during the performance of the contract, it is demonstrably established, i.e. through a state inspection, judicial proceeding or other inspection agreed under private law, that the Contractor himself or the other parties involved have violated the labour and social standards covered by this Declaration, have not

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<sup>6</sup> This confirmation is used by amfori BSCI in agreement with the Beschaffungsamt / Kompetenzstelle für nachhaltige Beschaffung for use under this agreement. Amfori BSCI confirms that at the time of the audit and in the context of an audit by an independent third party there were no significant areas for improvement (deficiencies) related to the ILO standards required in the declaration. The certificate is not an otherwise publicly available and verifiable certificate. A mere membership in amfori BSCI is not enough.

submitted the documents as described in section 3 of this Declaration or have hindered the inspection of working conditions as described in this Declaration.

If the Contractor fails to remedy the situation within the set period, the Contracting Authority may exercise his right of extraordinary termination to end the contract. This does not apply if the Contractor is not responsible for the delay. In the event of a breach of the labour and social standards covered by this Declaration and said breach is negligible and has not been repeated after a warning was issued, the right of extraordinary termination cannot be exercised.

Irrespective of this, the Contracting Authority may demand a contractual penalty, if the Contractor violates his obligations agreed in this Declaration.

In cases where the breach of duty is due to the failure to provide substantiating documents or due to hindering the inspection of working conditions, the contractual penalty for each calendar day on which the Contractor is in default of compliance after the set deadline, shall be 0.2% of the contract value, whereby a maximum daily penalty of 10,000 euros shall be stipulated.

In the event of a demonstrable violation of the agreed labour and social standards, the contractual penalty shall be determined for each individual case at the dutiful discretion of the Contracting Authority and shall depend on the severity and duration of the violation, whereby a maximum amount of 250,000 euros shall be stipulated.

The total amount of all contractual penalties to be paid on the basis of this provision may not exceed 5% of the contract value.

Section 341 (3) German Civil Code (BGB) shall be amended to the effect that the contractual penalty can be asserted until the final payment. This shall not apply if the Contracting Authority did not reserve the right to the contractual penalty at the time of acceptance, despite the Contractor's request. The contractual penalties shall be set off against claims for damages that arise from the same breach of duty.

## **6. Options for documents for the plausibility check**

When submitting an offer, the Contractor must explain which option he intends to select (according to section 6.). If the Contractor wishes to deviate from the selection after submission of the offer, he must notify the Contracting Authority and state the reason.



Option 1 (catalogue of documents)



Option 2 (certificates)



Combination of Option 1 and Option 2 (for contract values >50/25 Mio. Euro)

# Catalogue of documents for the Declaration on Social Sustainability for IT (Annex 1)

Please describe the following aspects for each of the ILO standards listed (the answer may not exceed a total of 13 pages):

1. What measures will you take to ensure for yourself and the other parties involved that no work is performed in violation of the relevant ILO standard during execution of the order?
2. What evidence will you provide of this after the order has been executed?

Appropriate evidence as meant by No. 3, Option 1, Item 3 of the Declaration includes protocols, audit reports, procedural instructions, contractual agreements, e-mail correspondence, official documents, deeds, certificates, image and sound recordings or the like.

By submitting the documents, the contractor declares that they relate in fact to the contractual service.

National law at the respective production site or at another place of individual work performance must be taken into account with respect to the requirements listed below.

## 1. ILO 29 / 105 (forced labour)

No work may be performed using forced labour, servitude (including debt bondage) or compulsory labour, prison labour or slavery or human trafficking.

At a minimum, describe how you will prevent that

- 1.1 Employees do not have to make any payments for their employment.
- 1.2 No recruitment or placement fees will be charged to workers during their recruitment process, and any fees charged will be refunded to workers.
- 1.3 In the event of termination, the employee must be remunerated accordingly for the work performed during the accounting period until the termination takes effect.
- 1.4 Employees are not employed without an employment contract; where the latter must contain all necessary provisions relating to the employment relationship - in the native language of the respective employee.
- 1.5 Passports, visas, identity cards or other official identification documents are not confiscated and kept by the production site.
- 1.6 Pupils/students/trainees are not dealt with improperly, that is, by proving by evidence that their records are properly managed, training partners are carefully examined and obliged with strict duties of care so as to protect the rights of pupils/students/trainees in accordance with applicable laws and regulations.

## 2. ILO 87, 98 (freedom of association, collective bargaining)

In the performance of the contract, the right of all workers to form and join trade unions of their choice, to bargain collectively and to hold peaceful meetings and the right of workers to refrain from such action shall not be restricted.

At a minimum, describe how you will prevent that

- 2.1 The company neither interferes in the interests of the trade union/works council nor financially supports such efforts.
- 2.2 The company does not discipline or threaten employees to prevent them from forming or joining a trade union or to deter such activities.
- 2.3 Trade union members / works council members are treated differently from any other employee.

### 3. ILO 100 (equal pay) and ILO 111 (No discrimination)

It must be ensured in executing contracts (orders) that the workforce does not experience any unlawful discrimination, for example, that no employee experiences discrimination based on race, colour, age, sex, sexual orientation, gender identity and expression of sexuality, ethnicity or national origin, disability, pregnancy, religion, political orientation, trade union membership, proven veteran status, protected hereditary information or marital status in the context of recruitment procedures and employment relationships (for example, regarding pay, promotion, awarding of bonuses or access to training).

At a minimum, describe how you will ensure that

- 3.1 The general salary components and other remuneration are defined and made available to the workforce.
- 3.2 At the end of a payroll period, the employees in your company are informed of the components of the paid wages/salaries.
- 3.3 Promotions and access to training will be based on performance metrics or the need for training.
- 3.4 Employees have written job descriptions that focus exclusively on the knowledge/skills that are necessary to perform the job and do not define any necessary personal characteristics.
- 3.5 Tests, medical reports, etc. are not used in a discriminatory manner.
- 3.6 Locally prescribed regulations for the protection of employees during pregnancy and parental leave are complied with.

#### 4. ILO 138 / 182 (no child labour)

When executing contracts, it must be ensured that the worst form of child labour in accordance with ILO 138/182 does not occur during the production of the main performance components and that the minimum age for admission to employment is taken into account.

As a minimum, state

- 4.1 the minimum age for admission to employment in the country in which the production site is located.

Furthermore, describe at a minimum how you will ensure that

- 4.2 Child labour does not occur during production, provision of services or deliveries.
- 4.3 Approved workplace training programs comply with all laws and regulations.
- 4.4 Workers under the age of 18 do not perform work that could adversely affect their health or safety, such as night shifts and overtime.
- 4.5 Pupils/students/trainees are not dealt with improperly, that is, by showing that their records are managed properly, training partners are reviewed carefully and obliged to strict duties of care so as to protect the rights of pupils/students in accordance with applicable laws and regulations.
- 4.6 The production site has put in place a reliable age verification mechanism as part of the recruitment process.

## 5. ILO 155 (occupational health and safety) and ILO 170 (safety in the use of chemical substances)

Measures to ensure that occupational health and safety is taken into account in the production of the main performance components must be implemented.

At a minimum, describe how you will ensure that

- 5.1 The risks to employees' jobs are limited by appropriate workplace design, technical and administrative controls, preventive maintenance and safe labour practices (including maintenance safety measures) and regular safety training. If hazards cannot be adequately limited in this manner, a description must be provided stating how appropriate, properly maintained personal protective equipment and teaching materials regarding the risks to which employees are exposed in connection with these hazards are made available to employees.
- 5.2 The drinking water in the production facility is checked.
- 5.3 In the event that welding or brazing is required in the company, a welding permit must be obtained before commencing work.
- 5.4 The entire electrical installation in the company has been verified and is maintained.
- 5.5 In the event of repair or maintenance of any type of machine, it is locked for use and the power supply is interrupted.
- 5.6 Each industrial workplace is subjected to a risk analysis in order to define whether personal protective equipment is necessary for employees at that workplace.
- 5.7 Every employee receives any personal protective equipment that may be necessary and is regularly instructed in its use.
- 5.8 The chemical composition of products is tested, measured and documented.
- 5.9 Your products comply with legal restrictions regarding materials (e.g. RoHS, REACH).
- 5.10 Substances for which the legal restrictions regarding materials apply are not used in production.
- 5.11 Hazardous substances/chemicals are labelled with warnings (in an understandable form).

## 6. ILO 131 (minimum wage) and ILO 102 (social security)

It must be ensured that during the performance of the contract the remuneration paid to the workers complies with all applicable wage laws, including those relating to minimum wages, overtime and statutory social benefits. It must also be ensured that any use of temporary work, posting of workers and outsourcing of work complies with local legislation.

At a minimum, please describe

- 6.1 What is the applicable statutory minimum wage in the country (or region/industry sector) of the production site and what minimum wage that is actually paid when the contract is executed.
- 6.2 Which social benefits are prescribed by law and which social benefits are actually paid to the social insurance agencies and institutions when the order is executed.
- 6.3 How you will prevent salary cuts from being used as a disciplinary measure.

## 7. ILO 1 (limitation of hours of work)

It must be ensured that during the execution of the contract the weekly working hours do not exceed the maximum amount set by local laws, and that employees are granted the legally prescribed interruptions of work (breaks, non-working time, weekend) during the execution of the contract.

At a minimum, describe

- 7.1 The legal requirements regarding the maximum permitted regular working hours per week and the maximum permitted overtime hours per day/week/month in the country in which the production facility is located, and
- 7.2 Which time recording and time management system you will use to ensure that the legally prescribed working hours and work interruption times are adhered to.

## General requirements

### Information for employees

It must be ensured that the employees in the production facilities receive clear and accurate information about their rights during the execution of the contract.

At a minimum, describe

- a) How you will ensure that employees receive information about policies, procedures, expectations and performance in a manner that enables all employees to understand.

## Responsibility in the supply chain

In conclusion, please describe

- a) How you ensure compliance with the agreed labour and social standards through contractual obligations between a Stage 1 organisation and a Stage 2 organisation,
- b) How you will make ILO (International Labour Organisation) standards known to suppliers, and
- c) How you will monitor compliance with the agreed ILO standards.

## Glossary

Term	Explanation
<b>Award of a contract (order)</b>	The award of a contract is the notice of the Contracting Authority to a Contractor accepting its offer. The contract shall be awarded in accordance with procurement law. The award of the contract is the time-triggering event in terms of the obligation to produce evidence.
<b>Attestation</b>	Certificates are, for example, evidence in the form of certificates or declarations by an independent third party, not however complete audit reports.
<b>Parties</b>	Parties are companies that are directly related to the provision of the service or that are product manufacturers. In addition to the final manufacturers, these can also be suppliers and subcontractors who supply parts/services for the production process of the final product.
<b>IT service</b>	IT service is any service based on the use of information technology (IT service) or a support service for the use or introduction of an IT product (e.g. training, consulting or other support services, integration or customizing).
<b>End of contract</b>	As a rule, a contract/framework agreement ends when the end of the term determined by the date in the contract has been reached. The contract may be terminated prematurely through effective termination/rescission. With respect to framework agreements, the end of the agreement may be reached before the end of the period determined by the date in the agreement by exhausting the estimated order volume. In the case of contracts with only selective service exchange (in particular purchase contract), the contract ends when mutual main service obligations (performance of the contractually owed service and payment of the owed remuneration as consideration) have been performed completely.
<b>Experience</b> (as meant by Clause 4 "Client Rights" of the ILO Declaration)	Experience in monitoring, respectively in monitoring labour rights in manufacturing operations in the electronics supply chain includes:  <u>Labour and trust relationships with employees</u> Several years of work for local civil society organisations that focus on labour rights and labour directly with employees in the region. Training on complaint management under employee rights laws for employees and/or legal assistance for employees  AND <u>Legal and other framework conditions</u> Application of domestic labour law standards and norms to conditions at specific workplaces Application of international labour law standards, including ILO conventions, to conditions in specific workplaces Understanding the socio-political context of the electronics industry at certain locations  AND <u>Research and reporting methods</u> Use of methods and techniques for collecting and evaluating evidence - e.g. through interviews or through document and data analysis Execution of employee surveys Conducting interviews with employees and management, in particular semi-structured in-depth interviews with sensitivity to gender, age, nationality and employment status Analysis of data in relation to relevant standards, conventions and norms Knowledge development and conclusions  AND <u>Industry-specific context</u> Analysis of workplace dynamics in the electronics industry through observations of working and living environments Understanding industry-wide developments  Experience as meant by this Declaration is at least 5 years of activity with the above mentioned types of experience.

Term	Explanation
<b>Significant defect/violation</b>	The significance of a defect/violation must be assessed in each individual case, taking all circumstances into consideration. The decisive factors are, in particular, the worthiness of the affected right to protection and the intensity of the infringement (e.g. with regard to frequency and duration).
<b>Main performance component</b>	<p>The main performance components are those service components that account for a significant proportion of the contract value.</p> <p>Example:</p> <ol style="list-style-type: none"> <li>1) Laptop with peripheral devices (e.g. mouse, keyboard, etc.) with a total contract value of € 100 million, of which peripheral devices amounting to € 500 thousand. Here laptops are the main performance component.</li> <li>2) Laptop with docking station, value docking station at 50% of the order value. Here both devices are the main component of performance.</li> </ol>
<b>IRCA</b>	International Register of Certificated Auditors <a href="https://en.wikipedia.org/wiki/International_Register_of_Certificated_Auditors">https://en.wikipedia.org/wiki/International_Register_of_Certificated_Auditors</a>
<b>Evidence</b>	Evidence within the meaning of the Declaration are the documents specified in Option 1 for plausibility checks. Suitable evidence means protocols, audit reports, procedural instructions, contractual agreements, e-mail traffic, official documents, deeds, certificates, picture and sound recordings or the like.
<b>National law</b>	National law in the sense of the Declaration is the applicable law of the country to which the respective production site is subject. In the case of a service, this is the applicable law to which the underlying employment relationships are subject, regardless of whether they are employment relationships or freelance activities.
<b>Product</b>	Product in the sense of this Declaration is any movable thing, even if it forms part of another movable thing or an immovable thing, as well as any embodied intellectual achievement. Software is a product in the sense of the Declaration. Even if individual software is owed, it is as a rule a labour contract, as is the case with the delivery of a "product" whereby no service is owed.
<b>Product manufacturers</b>	The product manufacturer is the entity who has produced the end product. A product manufacturer is also anyone who claims to be a manufacturer by affixing his name, trademark or other distinctive sign.
<b>Production facility</b>	Production facilities are places where the end product, a raw material or a partial product is manufactured.
<b>independent third parties</b>	Independent third parties are persons over whom neither the Contractor nor the Contracting Authority have any economic, financial or personal influence and who are certified for the task set.
<b>EICC - RBA</b>	<a href="http://www.responsiblebusiness.org/">http://www.responsiblebusiness.org/</a>
<b>BSCI - Amfori</b>	<a href="http://www.bsci-intl.org/">http://www.bsci-intl.org/</a> <a href="https://de.wikipedia.org/wiki/Business_Social_Compliance_Initiative">https://de.wikipedia.org/wiki/Business_Social_Compliance_Initiative</a>
<b>SA 8000</b>	<a href="http://www.sa-intl.org/">http://www.sa-intl.org/</a> <a href="https://www.nachhaltigkeit.info/artikel/sozialstandards_sa_8000_1564.htm">https://www.nachhaltigkeit.info/artikel/sozialstandards_sa_8000_1564.htm</a> <a href="https://de.wikipedia.org/wiki/SA8000">https://de.wikipedia.org/wiki/SA8000</a>
<b>TCO certified</b>	<a href="http://tcocertified.de/">http://tcocertified.de/</a>