Annex II - Self-declaration of the Contractor on:

- compliance with legal requirements and social and environmental standards;
- exclusion of conflict of interest;
- combating money laundering, funding of terrorism and bribery, and upholding embargoes;
- data protection and
- insurance.

1. Preamble

This signed self-declaration must be part of any valid offer responding to a Request for Quotation in the Project “Partnership for Responsible Battery and Metal Recycling (ProBaMet)”. By signing this self-declaration, the bidder confirms that he operates in-line with all principles specified in this document and that he will continue to do so throughout project implementation. He further agrees that – in case there are credible claims of misconduct – further investigations are induced to clarify claims (either through Oeko-Institut or through an assigned third party). In case of confirmed violation of any of the principles specified in this document, Oeko-Institut (in the following: Oeko) reserves the right to terminate the contract and to claim appropriate remedy and compensation.

2. Principles

1. Compliance with legal requirements and environmental and social standards; avoidance of unintended negative environmental and social impacts

   1.1. When implementing the Project, the Contractor must respect the local conditions in the relevant country as well as the legal provisions, ordinances and official regulations, comply with all relevant tax law requirements and take into account the related general, specific and social impacts of the Project.

   1.2. The Contractor is obliged to use the funds in compliance with international standards and multilateral agreements, in particular international human rights agreements and the core labour standards of the International Labour Organization (ILO), and to ensure the protection of children; the prevention of violence, abuse and exploitation of any kind; non-discrimination, in particular with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability; and the promotion of equal opportunities for all genders in the use of funds.

   The Contractor uses the funds provided in compliance with applicable national and international environmental laws, minimises greenhouse gas emissions and avoids all actions that could increase the vulnerability of the population and/or ecosystems.

   The Contractor is also required to use funds in a manner that seeks to avoid or minimise unintended negative impacts on the environment, climate change mitigation, climate change adaptation, human rights, fragile contexts and contexts affected by conflict and violence as well as gender equality by implementing attributable mitigation actions. With regard to

gender equality, the Contractor also undertakes to use any potential for promoting gender equality.

1.3. The Contractor shall take reasonable measures to prevent sexual harassment in the professional context and shall refrain from inciting violence or hatred and from unjustifiable discrimination against any person or group of people.

2. Conflict of interest

2.1. The Contractor shall avoid conflicts of interest in connection with this Agreement. The Contractor shall also take appropriate precautions regarding the handling of conflicts of interest. A conflict of interest may arise especially for reasons involving economic interests, political affinities or national ties, family or friend relationships or any other interests.

2.2. In connection with implementation of the Project, the Contractor shall not enter into any agreement where a conflict of interest is to be expected due to the nature of the agreement or due to personal or financial connections between the Contractor and a third party.

2.3. The Contractor shall undertake to disclose without delay to Oeko any circumstances that might represent a conflict of interest or which could lead to such. All further steps must then be agreed with Oeko.

3. Combating money laundering, funding of terrorism and bribery, and upholding embargoes

3.1. The Contractor shall not support measures of any kind that are conducive to money laundering, the funding of terrorist activities or corruption.

3.2. The Contractor shall not make available, either directly or indirectly, any funds or other economic resources from the contract remuneration provided by Oeko to third parties that are on a sanctions list of the United Nations and/or the EU. In the framework of this Project, the Contractor may enter into contractual or business relations and maintain such relations only with third parties that are reliable and to whom no statutory ban on doing business or entering into contracts applies. Furthermore, the Contractor shall comply with any embargoes or any other trade restrictions issued by the United Nations, the EU and the Federal Republic of Germany in the framework of implementation of this Project.

3.3. The Contractor shall notify Oeko without delay and on its own initiative if an event occurs that results in the inclusion of the Contractor, a member of its staff, its official managing body and/or other administrative bodies, its shareholders and/or a contracting partner of the Contractor on a sanctions list issued by the United Nations Security Council, the EU or the Federal Republic of Germany. The same shall apply if the Contractor becomes aware that they or one of the aforementioned persons is on such a sanctions list.

3.4. Corruption in any form is prohibited. The Contractor must not, either directly or via a third party, offer or grant any gifts or advantages, or accept or request such gifts or advantages for itself or a third party, in connection with implementation of the Agreement. The Contractor must also establish appropriate and reasonable measures to prevent and tackle corruption.

3.5. The Contractor shall require all parties it involves in implementing the Project to comply with the provisions referred to in this Section 3, both during project development and with regards to its implementation.

3.6. The Contractor shall notify Oeko without delay of the occurrence of a breach of any provision of this Section 3.

4. Data protection

4.1. The Contractor undertakes to comply with the statutory provisions on data privacy, particularly the European General Data Protection Regulation (GDPR). This obligation applies to the Contractor and to persons deployed by the Contractor insofar as they are entrusted with handling the subject matter of the Contract.

4.2. The Contractor undertakes to ensure compliance with data privacy rules by using state of the art organisational and technical measures.

4.3. The Contractor undertakes to inform the Client without delay about any breaches of data privacy relating to personal data in connection with Clause 4.1.

4.4. The Contractor gives its consent to the fact that relevant personal data collected in the context of the subject matter of the Contract will be published in any publications, offers etc. and are therefore publicly accessible.

5. Insurance

5.1. The Contractor confirms that, according to customary national standards, the implementation of the contract is covered by appropriate insurances.

3. Signature

Place

…….…… (Date)

……..

Signature of the legally authorised representative

Name Surname