Commitment to neutral and independent status

(1) The contractor herewith declares that he is committed to performing his contract in an impartial, independent way, which is not oriented to his own interests or the interests of a third party, and that he will fulfil his contractual obligations objectively and without bias, regardless of the interests of any possibly affected suppliers/manufacturers of the products of the product group, which is to be investigated, or any other not appropriate interests of third parties.

(2) The contractor especially guarantees that he has no close relationship with one or more suppliers/manufacturers of the products, which are included in the investigation. A close relationship is assumed if

- the contractor mainly works only for one supplier/manufacturer of the products, which are to be investigated, or is dependent on the supplier/manufacturer in any other way;

- the contractor is interlinked on a personnel or organisational level, or has a financial interest in a supplier/manufacturer of the products, which are to be investigated;

- a supplier/manufacturer (including the owner, legal representatives, members of bodies, employees as well as agents and assistants) is interlinked with the test institute on a personnel or organisational level, or has a financial interest in it;

- the contractor was or is knowingly involved in contributing to the conception, development or marketing of the products, which are to be investigated for a time period of two years duration prior to being awarded the contract.
The contractor furthermore guarantees that he is not active as a supplier or manufacturer of one of the products of the group of products, which is to be investigated.

(3) The contractor undertakes, for the duration of the contractual relationship, not to develop any direct or indirect activity in the investigated product group for third parties, which are in competition with the Foundation as organisers of tests. Furthermore, for the duration of the contractual relationship, he undertakes not to accept any test contracts of a similar testing depth, be it for individual tests or comparative tests – or contracts covering developmental work for products from the group of suppliers/manufacturers, which are included in the investigation. Thereby, the duration of the contractual relationship is defined as the length of time between the awarding of the contract and the course of one month after submission of the test report. Should such a contract have already been entered into beforehand, the Foundation is to be informed thereof, without the contract awardee being named.

(4) The contractor herewith declares that he does not carry out any stakeholder or managerial activities for third parties, which are in competition with the Foundation as organisers of tests. He furthermore declares that he has no vested financial interest in any competitors of the Foundation, which would hereby de facto grant him the possibility of influencing their business activities.

____________________________  ________________________________
(Date)                       (Signature and stamp of contractor)