

## **Declaration of commitment to the minimum wage**

(if the public contract is not included in the Law on Posting of Workers [Arbeitnehmer-Entsendegesetz, AEntG] and it does not concern services in the field of public passenger transport by road and rail)

to compliance with collective wage agreements and minimum wage for construction work and services in accordance with the provisions of German laws on complying with collective agreements and Minimum Wage Law for public contracts Baden-Württemberg (State Law on Complying with Collective Agreements and Minimum Wage Law, Landestariftreue- und Mindestlohngesetz - LTMG)

### **I declare/we declare**

- that, when carrying out work, my/our employees (with the exception of trainees) are paid a wage that at least corresponds with the provisions of Minimum Wage Law (Mindestlohngesetz, MiLoG) and sentence 2 of Section 1 (2) of the legislative decree issued by MiLoG;  
or
- that my/our company is established in another EU member state and that the work is exclusively carried out in an EU member state other than Germany by employees working in this respective country.

*Please tick as applicable.*

- that I/we
- have subcontractors or distributors contracted by me/us also make a declaration of commitment in the above-mentioned sense as well as any other subcontractors and distributors or subcontractors and distributors, and submit this to the public client;  
or
- have subcontractors or distributors contracted by me/us provide written assurance that they exclusively execute the contract abroad with employees based there and submit such assurance to the public client;

*Please tick as applicable.*

- that I/we are obliged to ensure that the subcontractors and distributors meet the obligations under Sections 3 and 4 of the LTMG if they are not established in another member state and exclusively execute the contract using local employees.

**I/we are aware**

- that my/our company, as well as subcontractors and distributors contracted by me/us, is/are obliged to provide proof to the public client of compliance with the obligation from this declaration at its request at any time;
- that my/our company and subcontractors and distributors contracted by me/us must keep complete, verifiable documents in the above sense regarding the employees used;
- that a contractual penalty is agreed between the public client and my/our company for any culpable breach in order to comply with the obligations from this declaration;
- that, in the event of a demonstrable culpable breach of my/our company and of subcontractors and distributors contracted by me/us against the obligations of this declaration
  - shall result in the exclusion of my/our company and subcontractors and distributors from this procurement procedure;
  - my/our company or subcontractors and distributors contracted by me/us may be excluded from the public client's procurement for a period of up to three years; and
  - after conclusion of contract, the public client is entitled to termination for good cause without notice and that I/we must reimburse the public client for any damages incurred as a result of the termination.

\_\_\_\_\_  
(Place, date)

\_\_\_\_\_  
(Signature, company stamp)