

Section 1 Subject matter of contract

The subject matter of this contract is the rendering of the services specified in the Contractor's offer, as well as the services specified in the performance specification.

Section 2 Contractual elements

- (1) The following form the basis, and are an integral part, of this contract, in the event of contradictions in the order in which they are listed:
 - a) The provisions of this contract
 - b) The Contractor's final offer
 - c) The special terms and conditions of contract of the Act on Compliance with Collective Agreements and the Minimum Wage (LTMG)
 - d) The general terms and conditions of contract for rendering services as stated in the version valid upon entering into a contract (VOL/B (Tendering and Contract Regulations))
 - e) The statutory provisions.
- (2) Business, payment or other general terms and conditions of the Contractor are excluded, including if the Contractor has referred to them and the Principal has not expressly objected to them.

Section 3 Obligations of the Contractor to perform

- (1) The Contractor undertakes to adopt all measures for the proper implementation of the project described in Section 1. The Contractor's contractual obligation comprises the rendering of the services described in more detail in the Contractor's offer, as well as the services described in more detail in the performance specification. The Contracting Parties shall adjust the Contractor's tasks by way of mutual

agreement if adjustments to the portfolio of tasks become necessary during the course of time.

- (2) The Contractor undertakes to adequately indicate in writing and orally to third parties with whom the Contractor comes into contact during the course of executing the contract, or for this purpose, that the Contractor is rendering the services for the Principal.

Section 4 Term

The contractual relationship starts with the award of contract and ends upon receipt of the final invoice by the Principal, at the latest.

Section 5 Remuneration, due date and settlement

- (1) The Contractor shall receive a fixed price in the amount of the price indicated in the Contractor's final offer plus the statutory value added tax, for rendering the services stated in Section 1.
- (2) By ways of this remuneration, all services to be rendered in accordance with the performance description, including all ancillary services (e.g. travel costs, catering expenses, travel times and related other infrastructure) are deemed settled. This also applies to the rights granted in Section 8 to the services rendered within the framework of the contractual relationship. Necessary expenses and outlays of the Contractor incurred outside the Contractor's own organisation for the performance of the contract in relation to third parties are similarly included.
- (3) Services rendered by the Contractor without an order or by way of unauthorised variation from the contractually agreed scope of services shall not be remunerated.
- (4) Invoices shall be issued after the services have been rendered. Invoices shall be issued by the 15th of the month following the month in which the services were rendered. Advance payments are possible in consultation with the Principal.
- (5) The Contractor undertakes to submit a complete and verifiable final invoice by the end of January 2023. At the Principal's request, the original receipts for all transactions justifying payment must be submitted for verification of the final invoice.

- (6) If a verifiable invoice is available and the Principal does not raise any objections to the reason for and amount of the invoice, the invoice shall be paid within 4 weeks following receipt of the invoice. In the case of an incomplete invoice, an invoice with incorrect content or an invoice that cannot be audited due to ambiguities in the content, the date on which the invoice was completed or corrected or the date on which existing ambiguities in the invoice were clarified shall be decisive for commencement of the time limit.
- (7) The Contractor generally undertakes to issue invoices electronically in accordance with Section 4a of the Baden-Wuerttemberg E-Government Act in conjunction with the Baden-Wuerttemberg E-Invoicing Ordinance. An exception to this principle only applies to invoices up to an amount of 1,000 euros excluding VAT. With regard to electronic invoicing, only the Central Invoice Receipt Baden-Wuerttemberg is to be used, which can be viewed at <https://servicebw.de/erechnung> and provides further information. For this purpose, the invoice document must be created in the XInvoice standard or another format corresponding to the EN 16931 standard and must contain in the Buyer-Reference (BT-10) field the routing ID **08-A5942-75** or the PEPOL-ID **0204:08-A5942-75**. The terms of use and annex (technical information) of the Central Invoice Receipt Office Baden- Wuerttemberg, which can be viewed at <https://service-bw.de/erechnung>, apply in the version valid at the time of submission of the electronic invoice.

Sections 6 Obligations to report

- (1) The Contracting Parties shall inform each other mutually and in good time of events and developments which are of importance for the provision of the services covered by the contract.
- (2) The Contractor shall inform the contracting authority without delay if irregularities, questions of doubt or difficulties arise in the exercise of the powers conferred on it, if the Contractor ceases to make payments, if an application is filed for insolvency proceedings or these are instituted against its assets or if public prosecutor's or court proceedings are instituted against the Contractor in conjunction with the award of funding.
- (3) The Contractor shall check on an ongoing basis whether the contractual services can be rendered in accordance with the specifications of the performance description in terms of content and time. If the Contractor determines that the proper rendering of the services is at risk, he/she shall inform the Principal of this without delay, stating the reasons that trigger the risk situation.

- (4) At the Principal's request, the Contractor shall at any time and without delay submit a report that presents the current status of the services to be rendered on the basis of this contract in a comprehensible manner ("Status report").

Section 7

Personnel of the Contractor, subcontractors

- (1) The Principal may demand the replacement of persons employed by the Contractor to execute the contract for justified reasons. A justified reason shall be deemed given, in particular, if the person has repeatedly or seriously violated contractual obligations of the Contractor or otherwise violated the legitimate interests of the Principal or if the performance of the person repeatedly does not meet the requirements of this contract.
- (2) In accordance with the following provisions, the Contractor shall be entitled to commission third parties in its own name to perform the services incumbent upon it (hereinafter referred to as "**Subcontractor**"). These shall act as the Contractor's vicarious agents.
- (3) The Contractor undertakes to select the Subcontractors with due care and inform them that the contract is a public contract.
- (4) The contracting authority may object to the commissioning of Subcontractors if it has reason to fear that the Subcontractor is not competent, efficient or reliable due to factual circumstances it is to explain. If the Principal becomes aware of such reasons during the term of the contractual relationship, it may require the Contractor to replace the Subcontractor.
- (5) The Contractor shall ensure that the Subcontractor(s) render(s) the services at their own company and that further subcontracting is only permitted with the consent of the contracting authority. When subcontracting, the principles of economic efficiency and economy shall be observed.

Section 8

Copyrights, utilisation and exploitation rights

- (1) The Contractor shall grant the Principal the exclusive, irrevocable, freely transferable right to use the work and service results, including partial results, in each case at the time of their creation, at the latest at the time of their acquisition, for all types

of use known at present and becoming known in the future, in particular for their reproduction, dissemination, exploitation, making available to the public, use in social networks, modification, editing as well as publication and exploitation of the modified or edited works, unlimited in terms of space, time and content.

- (2) If the Contractor uses Subcontractors or third parties for the performance of the contract, the Contractor shall acquire their copyrights for the Principal to the extent corresponding to the granting of rights pursuant to paragraph 1 and transfer them to the Principal to the same extent.
- (3) The transfer of the rights of use shall be compensated with the remuneration specified in Section 5 of this contract.
- (4) The Contractor shall render the Principal exempt from liability towards third parties for copyright infringements if and to the extent that these are connected with work and service results in accordance with paragraphs 1 and 2.

Section 9 Secrecy and data protection

- (1) The Contractor undertakes to treat all information and documents of the Principal of which the Contractor becomes aware due to or in the course of the execution of this contract, insofar as they are not generally known or must be disclosed due to legal obligations, as strictly confidential, secure them against disclosure to unauthorised persons and not to use them for any other purpose. The Contractor shall ensure that all persons involved in the execution of the order are bound to comply with this regulation. The Contractor shall be directly liable to the Principal for violations of this regulation.
- (2) Data protection regulations shall be observed by the Contractor at his/her own responsibility. The Contracting Parties shall process and use personal data of the respective other contracting party in compliance with the provisions of the data protection laws and only for contractually agreed purposes. They shall, in particular, secure such data against unauthorised access and only pass such data to third parties with the consent of the other contracting party or the persons concerned. Insofar as it is necessary for the performance of the contract that the Principal grants the Contractor access to personal data, attention is drawn to the fact that the Contractor's deployed staff have been informed of their obligations in accordance with data protection law and are bound in accordance with the provisions of data protection law. If the provision of services by the Contractor is commissioned

processing, the Contracting Parties undertake to separately conclude a commissioned processing agreement in accordance with Article 28, GDPR, (General Data Protection Regulation).

- (3) The Contractor is to place all employees and/or vicarious agents used for the order under obligation to comply with the data protection requirements under the GDPR in writing and shall inform them of the possible legal consequences of violations. The obligation must comply to the requirements of Article 5 of the GDPR (Principles for the processing of personal data). Measures must be in place to contractually ensure that it continues to exist following termination of the contractual relationship between the Contractor and the employees and/or vicarious agents. Upon request, the Contractor shall furnish the Principal with proof of the written obligations of the employees and/or vicarious agents.
- (4) The Contractor agrees that the Principal and the Principal's Data Protection Officer are entitled at any time to monitor compliance with the provisions on data protection and the contractual agreement to the extent necessary, in particular by obtaining information and inspecting the stored data and the data processing programmes.
- (5) The provisions in paragraphs 1 and 2 shall continue to apply following termination of the contract.

Section 10 Competition neutrality and conflicts of interest

- (1) The Contractor shall take the necessary precautions to ensure that its employees or third parties it commissions comply with the obligations of competitive neutrality when providing the services.
- (2) Conflicts of interest of any kind shall be avoided in the provision of services according to Section 3. If an employee of the Contractor or a third party commissioned by the Contractor has reason to suspect bias, the Contractor undertakes to inform the contracting authority without delay.

Section 11 End of contract

- (1) The Contracting Parties may terminate the contractual relationship extraordinarily for good cause. Good cause for termination shall be deemed given for the Principal, in particular, if
 - a) The Contractor offers, promises or grants any advantages to persons or persons close to them who are involved in entering into or implementing this contract on the part of the Principal,
 - b) The Contractor has participated in an unlawful restriction of competition within the meaning of the Act against Restraints of Competition in conjunction with the Contractor's commission,
 - c) The Contractor culpably breaches the obligations incumbent upon the Contractor to a considerable extent,
 - d) The Contractor ceases to make payments or if the justified application for the institution of insolvency or comparable proceedings for the settlement of debts in respect of the assets of the Contractor are rejected due to a lack of assets, or
 - e) The Contractor does not prove to be sufficiently suitable and reliable for executing this contract.
- (2) The Principal is entitled to terminate the contract with immediate effect if this is necessary due to force majeure or other extraordinary circumstances for which the Principal is not responsible. In this context, it is irrelevant whether the termination is effected by the Principal itself or is prompted by a decision of the local police authority or another competent public body. Force majeure is an external event the concrete effects of which on the performance of the contract were not foreseeable at the time of entering into the contract and are unavoidable and insurmountable. Exceptional circumstances for which the Principal is not responsible include, in particular, the concrete risk of infection in conjunction with an epidemic or pandemic. When assessing the necessity of cancelling an event due to an epidemic or pandemic, the current regulations of the State of Baden-Wuerttemberg, alternatively, the Principal shall be guided by the respective current recommendations of the competent health authorities and the Robert Koch Institute.
- (3) Notice of termination is to be given in writing.
- (4) In the event of termination in accordance with paragraph 2, each contracting party shall bear its own costs incurred up to that point. Further claims for expenses or damages are excluded.

- (5) This does not affect Sections 8 and 9 VOL/B.

Section 12 Liability

- (1) The Principal shall only be liable to the Contractor for intent and gross negligence. This shall not apply in the case of damage resulting from loss of life, physical injury or detrimental effects on health. The Principal shall be released from any obligations if the Contractor causes damage to third parties. This does not apply if the damage is based on the implementation of an explicit instruction by the Principal and the Principal could have recognised that their instruction would lead to damage. The Contractor undertakes to point out in advance any risks of damage that may result from execution of the Principal's instructions, provided that the Contractor recognises this.
- (2) The Contractor provides the guarantee for the performed order, in particular for compliance with the standards in accordance with the current state of science.
- (3) In other respects, the regulations of VOL/ B apply.
- (4) The Contractor is responsible for compliance with legal or official requirements, in particular tax and social security obligations.

Section 13 Legal consequences in the case of violating the Act on Compliance with Collective Agreement and the Minimum Wage in Baden- Wuerttemberg (LTMG)

- (1) For each culpable breach by the Contractor of the obligations under Sections 3 to 7, LTMG, a contractual penalty shall be agreed between the contracting parties, the amount of which shall be one of one hundred of the contract value. In the event of several breaches of the LTMG as well as other obligations of this contract, the contractual penalty shall be limited to a total of five out of one hundred of the order value. This also applies in the event that the infringement is committed by a Subcontractor engaged by the Contractor unless the Contractor was not aware of the infringement at the time of engaging the Subcontractor and, taking into account the duty of care of a prudent businessman, was not required to be aware of it. In the event of a disproportionately high contractual penalty, the Contractor may apply to the Principal for a reduction of the contractual penalty.

- (2) The culpable failure to honour an obligation in accordance with Sections 3 to 7, LTMG, by the Contractor shall entitle the Principal to terminate the contract without notice for good cause. The Contractor shall compensate the Principal for the damage caused by the termination.
- (3) This does not affect the provisions of Section 11 VOL/B.

Section 14 Place of jurisdiction

German law applies. Stuttgart is deemed the exclusive place of jurisdiction for all disputes resulting from the legal relation of the Contracting Parties.

Section 15 Final provisions

- (1) This contract contains all provisions regarding the rendering of services agreed upon by the Contracting Parties. Written or verbal subsidiary agreements have not been entered into.
- (2) Any amendments to and supplementary information regarding the contract, including the Annexes, are subject to the written form. This also applies to rescinding or amending the written form requirement.
- (3) In the event that an individual provision of this contract is or becomes invalid or impractical in full or in part, or should this contract prove to contain a loophole, this shall not affect the validity of the other provisions. In the place of the invalid or impracticable provisions, a valid or practicable provision shall be deemed agreed upon that comes closest to the purpose of the invalid or impractical provision. In the event of a loophole, a provision shall be deemed agreed upon that corresponds to what would have been agreed upon in accordance with the purpose of this contract provided the Contracting Parties had considered the matter from the outset.