

EU Strategy for Danube Region  
Priority Area 8 Competitiveness of enterprises

SPO3 Thematic events and policy recommendation  
Policy recommendation

## REQUEST FOR AN OFFER

### Identification of lighthouse projects in the Danube region and implementation of communication measures to ensure competitiveness of enterprises

The following tasks are to be fulfilled in order to meet the expected criteria for this study and communication measures:

- (1) Study identification of lighthouse projects in the Danube region in different thematic fields
- (2) Implementation of communication measures

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#### 1. Introduction

The Danube region encompasses a diverse and economically significant area in Europe, including the member states of the EU Strategy for the Danube region (EUSDR). This study aims to scan the region and **identify lighthouse projects** that are at the forefront in the fields of action **(1) green tech, circular economy & circular bioeconomy, (2) digitalization, artificial intelligence, metaverse & virtual worlds** and **(3) supply chains and finance**. These fields of action are crucial for maintaining and fostering the competitiveness of enterprises. Exemplary projects in these fields can serve as models for innovation and best practices.

This study aims to **increase competitiveness across the entire Danube region**. This may result from network initiatives or new cooperation with identified lighthouse projects.

The outcomes of the study will **contribute to the goals outlined in the EUSDR action plan**. Key objectives of the action plan include facilitating knowledge exchange among stakeholders, enhancing the digital landscape, and improving framework conditions. Detailed information on the EUSDR action plan can be found in the official EUSDR action plan under priority area 8.

## 2. Objectives

The study is expected to fulfil the following objectives.

### 2.1 Identification of Lighthouse Projects

Identification and documentation of projects that demonstrate innovative approaches in the relevant fields of action across the Danube region, which includes 14 member states of the EU Strategy for the Danube Region (15 countries including Baden-Württemberg and Bavaria). The study should **identify lighthouse projects in all three sectors in each country, resulting in a total of minimum of 30, maximum of 45 identified projects**.

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If no outstanding project, initiative or best practice is found in one of the fields in a country, two projects from another field can also be selected and presented in the study. If no lighthouse project can be identified in a country at all, no project should be selected so as not to jeopardize the quality of the results. This must be documented to the Ministry of Economic Affairs, Labour and Tourism Baden-Württemberg and should not be detailed in the study.

### 2.2 Detailed Description

A comprehensive description of each identified project in English must be provided, emphasizing their objectives, methodologies, outcomes, and impacts.

### 2.3 Best Practices and Innovation

The features that make these projects exemplary must be analysed, with a focus on their innovation, sustainability, and scalability.

## 2.4 Competitiveness Enhancement

Each identified lighthouse project must be assessed, how it contributes to enhance the competitiveness of enterprises in the region.

## 2.5 Visibility

The results of the study must be effectively communicated to relevant stakeholders applying sophisticated strategies. This involves various channels, such as integration of content into the EUSDR PA 8 website, presentation, and workshops (see section 6 - communication measures).

## 3. Definition of “Lighthouse Project”

A **lighthouse project** is a high-profile initiative or project that serves as a model or point of reference for other projects. A lighthouse project typically demonstrates innovative approaches, best practices, or cutting-edge technology, aiming to set a benchmark for future projects or initiatives.

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### 3.1 Criteria of a Lighthouse Project

#### 3.1.1 Innovation and Differentiation

- The project should introduce new ideas, technologies and thereby reveal innovations within the respective fields of action.
- It should incorporate pioneering solutions or approaches that have not yet been widely adopted.

#### 3.1.2 Replicability & Scalability

- The projects' processes and outcomes should be documented in a way that allows others to replicate its success.
- The projects should be applicable on a larger scale and demonstrate the potential for broader implementation beyond its initial scope, including transferability to other countries.

#### 3.1.3 Measurable Impact

- Clear metrics should be established to evaluate the project's success. If possible, quantified result should be derived.

- If a selected project has already been completed, it should be demonstrated significant positive outcomes.

### 3.1.4 Sustainability

- The project should incorporate sustainable practices, in an economic-, ecological-, or social contexts.
- It should aim for longevity and enduring benefits.

### 3.1.5 Alignment with Strategic Goals

- The project should contribute to the overall mission and vision of PA 8, particularly in enhancing the competitiveness of enterprises.

By meeting these criteria, a lighthouse project can effectively serve as a guiding example for others, demonstrating how innovative and well-executed initiatives can lead to significant advancements, innovations, and solutions to challenges.

## 4. Methodology

Information should be gathered by utilizing existing literature, databases, and reports, but also personal contacts and channels, if possible.

Where feasible, field visits and interviews with project managers and involved stakeholders could be conducted to obtain first-hand information. Methods of your own choice can be conducted to obtain relevant information. Analysis of the collected data, to identify key success factors and areas for improvement in each project is necessary. The results must be presented in a structured and informative way in form of a study which will be published on PA 8 Website (see section 6).

## 5. Fields of Action

Projects are to be identified in the following sectors, referred to as fields of action.

### 5.1 Green Tech / Circular Economy / Circular Bioeconomy:

Projects that implement Green Tech including Circular Economy and Circular Bioeconomy. GreenTech refers to technologies, solutions and services that implement and promote environmental-, resource- and climate protection. This includes approaches to a climate-

neutral and resource-efficient economy, a consistent circular economy, a circular and sustainable bioeconomy, climate-neutral value creation and the energy transition. Projects in the field of circular economy and circular bioeconomy include for instance waste reduction, recycling, use of agricultural biomass for the creation of products and energy production, sustainable use of waste, waste water and exhaust air for products or recovery of raw materials. It is especially interesting when new business models were created.

### 5.2 Digitalization / Artificial Intelligence / Metaverse / Virtual worlds

Projects that leverage digital applications and AI technologies to improve processes and practices, that contribute to the competitiveness of enterprises. Metaverse applications are also interesting as Virtual Worlds.

### 5.3 a) Supply Chains

Projects that contribute to existing supply chains in a beneficial way or that generate new opportunities as a cornerstone for new supply chains. Especially interesting are projects which contribute to more resilient and diverse supply or value chains within Europe.

### b) Finance

Projects or initiatives that contribute through new and innovative forms of finance for SMEs.

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## 6. Communication Measures - Enhancing Visibility of Lighthouse Projects

To ensure that these **projects gain high visibility** and serve as **inspiration for similar initiatives**, developing and implementing adequate communication measures is a key task of this contract. In line with the overarching objective of increasing the competitiveness in the entire Danube region, the following channels should be utilized.

**Summarizing documentation:** The results of the project **must** be displayed in an informative study (between at least 100 pages and a maximum of 200 pages) in English which will be published.

**Website integration:** The course of the project and the respective findings **must** be displayed and presented on the online platform of EUSDR Priority Area 8 ([Home - PA 08](#) ([danube-region.eu](http://danube-region.eu))). The material featuring detailed descriptions of the lighthouse projects or initiatives, visualization in the form of photos, drawings, graphics, tables, if possible links to

existing videos and websites or other possibilities of presentation is planned to be integrated within the existing EUSDR PA 8 website, for example as replacement of the category “Best practice”. The legal requirements and standards for the accessible design of Internet content, such as the Web Content Accessibility Guidelines (WCAG) and the “Barrierefreie-Informationstechnik-Verordnung” (BITV) 2.0 must be observed.

Please note that a new version of PA 8 website will be published in March 2025. Part of the contract is, that the content (text and visualization) must be uploaded to the homepage by the contractor (tool: wordpress). The access data for the website shall be made available to the contractor.

**Presentations:** The contractor must provide powerpoint presentations or other tools of presentation of content with at least 5 slides per identified lighthouse project or initiative (one presentation per project / per initiative).

**Workshops:** Three regional or international workshops (one per field of action) **must** be organized to communicate findings to relevant stakeholders. Such an event may be integrated within another planned conference of similar thematic scope. An integration of the workshop on artificial intelligence / digitalization / metaverse / virtual worlds as part of the Metaverse Congress on May 8<sup>th</sup> 2025 in Stuttgart is a possibility. Further possibilities are the integration of a workshop into the 14<sup>th</sup> Annual Forum in Sarajevo or a conference in autumn 2025 in Stuttgart in the field of GreenTech and Circular Economy. It is up to the Principal to decide in which larger event the workshops will be integrated.

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The workshops must be organized, conducted and moderated by the contractor. All costs for the workshops have to be covered by the contractor. Up to six representatives of the lighthouse projects must be invited to present their work personally onsite (online presentations are possible exceptionally – in this case the necessary technology must be provided by the contractor, if not provided through organiser of the bigger conference). Travel cost must be covered through the contractor. The workshops should last approximately 2,5 hours (dependent on the programme of the conference in which the workshop will be integrated), however, quality and entertainment are of greatest importance. In case of integration of the workshops into a bigger conference, it is expected that no additional costs for the venue will occur. Invitations to the workshops will be sent out by Priority Area 8. The Participant management is to be handled by PA 8, so that no separate order processing

contract needs to be concluded. The concept of the workshops must be described in the offer.

## 7. Subcontraction

The contractor may subcontract single areas of the study and communication measures. The name, qualifications and experience of the subcontractor should already be stated in the offer.

## 8. Duration of the study and communication measures

All measures should be completed and settled by 15<sup>th</sup> November 2025.

## 9. Payments

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. Invoices shall be issued after the services have been rendered. Advance payments are possible in consultation with the principal.

The final invoice should be submitted by 1<sup>st</sup> December 2025 at the latest.

## 10. Budget

A **maximum amount of € 68.750** incl. VAT is available for the order.

When commissioning a contractor outside of Germany, the applicable VAT procedure (e.g. reverse charge) must be checked.

## Acknowledgement

The logos of the EU Danube Region Strategy, Priority Area 8, the funding body Danube Region Programme and the Baden-Württemberg Ministry of Economic Affairs, Labour and Tourism must be published in all publications, such as the website, presentations, workshop program and invitations.

## Conclusion

This study combines the identification of lighthouse projects or initiatives in the 14 member states of the Danube region and execution of communication measures. It will not only identify and describe lighthouse projects in the Danube region but also actively implement communication strategies to amplify their visibility and impact. By doing so, it aims to foster a culture of innovation and sustainability and make supply chains more diverse and resilient, inform about finance opportunities across Europe and beyond in order to enhance the competitiveness of enterprises in the Danube region.

**Offers must be submitted by e-mail by 31 October 2024, 11 pm:**

Prioritätsbereich 8 Donauraumstrategie (WM) [PA8\\_eusdr@wm.bwl.de](mailto:PA8_eusdr@wm.bwl.de)

**The following contract shall be deemed concluded with the order:**



The following contract is entered into by  
the **German federal state of Baden-Wuerttemberg**,  
represented by the Ministry of Economic Affairs, Labour and Tourism,  
Schlossplatz 4, 70173 Stuttgart,  
– hereinafter referred to as the **“Principal”**  
and  
the **Contractor**  
– the Principal and Contractor are hereby jointly referred to as the  
**“Contracting Parties”** –

## **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 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))
  - d) 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.

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## **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 9 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 December 1<sup>st</sup> 2025. If it is necessary to adjust the schedule, agreements can be made between the Contractor and the Principal regarding the final invoice date. 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://service-bw.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.

## Section 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**

### **Notification of security incidents**

- (1) The Contractor shall inform the Principal immediately if he/she recognises on the basis of concrete evidence that an act committed with hostile intent concerning the IT infrastructure of the Contractor or the Principal, e.g. a cyber attack, leads to damage or serious impairment of the interests of the Principal, its customers or its employees that are worthy of protection. This applies accordingly if damage or serious impairment has already occurred as a result of such an act. Under the same conditions, the Contractor shall inform the Principal of any other security incidents affecting the Principal.
- (2) The notification shall be addressed to both [informationssicherheit@wm.bwl.de](mailto:informationssicherheit@wm.bwl.de) and [carmen.hawkins@wm.bwl.de](mailto:carmen.hawkins@wm.bwl.de).
- (3) Insofar as there are no legitimate interests to the contrary, the report must include the following information in particular:
  - a) Specific description of the incident,
  - b) the time at which it became known,
  - c) the recognised or suspected attack vector,
  - d) findings regarding a possible compromise of data of the BW state administration or the IT infrastructure of the BW state administration,
  - e) whether it is a reportable incident pursuant to Art. 33 GDPR and whether a report has been made to the responsible State Commissioner for Data

## Protection and Freedom of Information

- f) whether the State Office of Criminal Investigation or other (law enforcement) authorities have been informed.
  - g) the designation of a contact person of the contractor regarding the incident for the Principal,
  - h) the type of access of the Contractor's employees to the IT infrastructure of the BW state administration.
- (4) If necessary, the Contractor shall support the Principal in processing the incidents and clarifying the facts.
  - (5) This notification shall not affect other reporting obligations, in particular reporting and notification obligations pursuant to Art. 33 and Art. 34 GDPR.
  - (6) The Principal shall take into account the legitimate interests of the Contractor when processing the case. In particular, it recognises that the containment of the incident by the Contractor may take precedence over a report to the Principal.

## Section 8 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 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.

## **Section 9**

### **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 10**

### **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 11**

### **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 12 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 13**

#### **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 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 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.