

EU Strategy for the Danube Region
Priority Area 8 Competitiveness of enterprises

SPO4 Project Development

REQUEST FOR AN OFFER

Project Development with focus Ukraine

Short study, Identification of thematic fields and stakeholders, Implementation of Workshops and development of Project Concepts with the goal to establish flagship projects for the Priority Area 8 (PA8) of the EU Strategy for the Danube Region (EUSDR) in cooperation with Ukrainian stakeholders

1. Introduction

The Danube region is an economically significant and diverse area in Europe, comprising the member states of the EU Strategy for the Danube Region (EUSDR). The current geopolitical and economic situation in Ukraine poses challenges for enterprises, particularly small and medium-sized enterprises (SMEs) in the country and the whole Danube Region. In response, Priority Area 8 (PA 8) of the EUSDR aims to enhance the competitiveness of enterprises in the Danube Region including Ukraine through further implementation of the EUSDR Action Plan in the field of PA 8 with transnational cooperation and the development of targeted flagship projects.

The requested services will support the identification, development, and promotion of flagship projects addressing key challenges, innovation and enhancing competitiveness in a project cooperation with Ukrainian partners in order to support the economic development in the country and the whole Danube Region and support the access of Ukrainian stakeholders to European funding programs. Another objective is to support Ukrainian SMEs on their way to participating in the European Single Market. By fostering collaboration and securing funding opportunities, the services will contribute to the overarching goals of the EUSDR.

The Ministry of Economic Affairs, Labour and Tourism Baden-Württemberg is looking for a provider for the following services.

2. Services to be provided

2.1. Short Study

A Short Study Analysing the Economic Situation in Ukraine with regard to project cooperation that involves: Conducting comprehensive analysis of the current economic situation in Ukraine, focusing on clusters, small and medium sized enterprises (SMEs), universities, and research institutes in the economic field, examining the economic framework including political stability in the frame of the current situation of the war, market conditions, and resource availability. Performing a SWOT analysis (Strengths, Weaknesses, Opportunities, Threats) for clusters and SMEs, assessing the role of universities and research institutes in economic development and innovation promotion and Identifying areas where collaboration among the mentioned stakeholders in the field of EU funded project concerning Competitiveness of enterprises is possible.

The study must comprise at least 40 pages and be provided in a barrier free format.

2.2. Identification of Economic Stakeholders and Institutions in various thematic fields

Identification of relevant economic actors and institutions in Ukraine (clustered by oblast) to be considered as project partners. This task includes the creation of a list of SMEs, clusters and relevant institutions active in specific thematic fields, the analysis of existing networks and relationships between these actors, the identification of actors interested in specific topics to find relevant cooperation opportunities. Also, the documentation of the results in a clear format with contact information, areas of activity and geographical location of the identified actors. Permission to publish the contact details of stakeholders must be obtained.

2.3. Thematic Workshops

Planning, organization and realisation of at least two thematic workshops in a hybrid format to promote exchange between Ukrainian stakeholders and actors from other Danube region countries. The topics of the workshops will be jointly decided with the Ministry of Economic Affairs, Labour and Tourism Baden-Württemberg. The planning of the workshops includes defining topics, objectives, and the invitation of relevant stakeholders from Ukraine as well as from other Danube countries to ensure a broad perspective. The workshops should help to encourage discussions and gather ideas. The results and insights from the workshops have to be documented for further use in the concept development and the study. All costs for the workshops (e.g. room, technique, catering, etc.) must be included in the offer.

2.4. Preparation of Project Concepts

Concept Development for Future Projects includes Developing concepts for potential future projects based on the results of the previous steps. Analysing the collected data and insights from the short study and workshops. Identifying key themes and areas that are significant for future projects. Creating project concepts that include objectives, target groups, activities, and expected outcomes. Considering funding opportunities and partnerships to support project implementation.

3. Thematic Fields

The above mentioned tasks shall focus on the following thematic fields:

- Competitiveness of enterprises with special regard to strengthen SME's in Ukraine and the whole Danube Region
- At least one of the PA 8 Action from the EUSDR Action Plan must be covered. The Actions are
 - ACTION 1: To foster cooperation and exchange of knowledge between SMEs, academia, the public sector and civil society in areas of competence in the Danube Region
 - ACTION 2: Establishment of an Innovative Digital Ecosystem in the Danube Region in order to support SMEs when tackling the challenges of a digitalised world

- ACTION 3: Improvement of framework conditions, support programs and capacity building of stakeholders, to enhance the collaboration between cluster initiatives and regional innovation strategies, with an accent on rural areas
- ACTION 4: To improve business support to strengthen the innovative and digital capacities of female-led-SMEs
- ACTION 5: Enhance the application of Artificial Intelligence (AI) technologies in the Danube Region SMEs

All services must align with PA8 priorities.

4. Methodology

4.1 Analysis of the Economic Situation in Ukraine must include:

- Literature review: Gathering information on the economic situation in Ukraine from current reports, studies, and statistics.
- SWOT analysis: Conducting a SWOT analysis for clusters and SMEs to identify strengths, weaknesses, opportunities, and threats.
- Data analysis: Evaluating economic indicators, political stability factors, and market conditions.
- Report preparation: Documenting the results in a clearly structured report (at least 40 pages) in an accessible format.

4.2. Identification of Economic Actors and Institutions

- Objective: Identify relevant economic actors and institutions in Ukraine that can serve as potential project partners.
- Methods:
 - Database research: Compilation of a list of SMEs, clusters, and relevant institutions in specific thematic areas.
 - Network analysis: Investigation of existing networks and relationships between the identified actors.

- Documentation: Compilation of the results in a clear format with contact details and areas of activity of the identified actors.

4.3. Organization of thematic workshops must include

- Workshop planning: Definition of the topics, objectives, and participants for the workshops.
- Invitation management: Inviting relevant stakeholders from Ukraine and other Danube countries.
- Moderation: Conducting the workshops with a focus on discussions and brainstorming.
- Results documentation: Record the results and insights from the workshops for further use in concept development. The documentation of the workshops must be published in the study.

4.4. Project concept preparation must include

- Data analysis: Evaluation of the collected data and insights from the short study and the workshops.
- Theme identification: Identification of key themes and areas of relevance for future projects.
- Project concepts: Preparation of project concepts that include objectives, target groups, activities, and expected results.
- Financing analysis: Consideration of funding opportunities and partnerships to support project implementation.

5. Subcontracting

The contractor may subcontract specific components of the services. The name, qualifications, and experience of the subcontractor must be stated in the offer.

6. Duration of the Project

All measures should be completed at 30 November 2025. A preliminary version of the study should be provided already after 3 months duration of the services.

7. Payments

The contractor shall receive a fixed price as per the final offer, plus statutory VAT. Invoices shall be issued after the services are rendered. Advance payments may be agreed upon with the principal. The submission date for the final invoice is 30 November 2025.

8. Budget

A **maximum amount of € 71,400** 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.

9. Acknowledgement

The logos of **EUSDR PA8, the Danube Region Programme, and the Baden-Württemberg Ministry of Economic Affairs, Labour and Tourism** must be included in all project-related publications, such as the website, presentations, workshop programs, and invitations.

10. Conclusion

This request for an offer seeks for an external provider to conduct the study, provide the overview about themes and stakeholders, implement the two hybrid workshops to engage stakeholders and develop a concept for a flagship project that addresses the challenges faced by SMEs in the Danube region in cooperation with Ukrainian partners.

11. List of Requirements for the offer

- List of planned activities
- Planned study concept
- Concept for the workshops
- Qualifications and experience of staff
- Calculations by tasks and final estimated costs of the services

Offers must be submitted until 10 June 2025 by e-mail to:

Priority Area 8 of the EUSDR 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.

Section 3

Obligations of the Contractor to perform

- (1) The Contractor undertakes to adopt all measures for the proper implementation of the services described in the Request for an offer. 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 30 November 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 and 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.
- 4) The Contractor must ensure that the Subcontractor performs the services in its own

company and that further subcontracting is only permitted with the consent of the Principal. The principles of efficiency and economy must be observed when subcontracting.

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.