CONCURRED BY
State Institution "Committee of Science of the Ministry of Science and Higher Education of the Republic of Kazakhstan"
Letter dated "7" december 2023

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APPROVED
By the decision of the Management
Board of "Science Fund" JSC
dated "7" december 2023
№ 48

Competition documentation for grant financing of the most promising projects for the commercialization of the results of scientific and (or) scientific and technical activities for 2024-2026

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Section 1. Concepts and Definitions

1. The following main terms and definitions are used in this Competition documentation:

affiliated entities of potential Applicants - individual and legal entities (except for state authorities exercising control and supervisory functions within the powers granted to them), having the ability to directly and (or) indirectly determine decisions and (or) influence the decisions made by each other (one of the persons), including under any other formal agreements. A potential Grant Recipient and affiliated entities of a potential Grant Recipient cannot be suppliers of goods, works, and services within one Subproject of the grant program.

grant for commercialization of the results of scientific and (or) scientific and technical activities - budgetary and (or) non-budgetary funds provided on a non-repayable and irrevocable basis for the implementation of the projects of commercialization of the results of scientific and (or) scientific and technical activities (RSSTA) under the priority directions of science development, defined by the High Science and Technology Commission under the Government of the Republic of Kazakhstan (hereinafter - HSTC), in priority sectors of the economy (hereinafter referred to as the grant).

grant recipient for project for the commercialization of the RSSTA - a legal entity, which concluded an agreement on grant financing of the project on the commercialization of RSSTA with a Legal Entity (hereinafter referred to as the Grant Recipient);

agreement on implementation of the RSSTA project - an agreement between the Grant Recipient and Legal Entity for implementation of the project financed from the state budget, concluded between an accredited subject of scientific and (or) scientific and technical activities and other participants, declared in the project of the commercialization of RSSTA, and legal entities, determined in accordance with the Law of the Republic of Kazakhstan, financing commercialization of RSSTA, for the duration of its implementation (hereinafter referred to as the Agreement);

applicant for the projects of commercialization of RSSTA - physical or legal entity, which is an accredited subject of scientific and (or) scientific and technical activities, as well as an autonomous educational organization and their organization, which applied for a grant (hereinafter referred to as the Applicant)

application - the list of required documents for participation in the competition for grant financing of the most promising projects for the commercialization of RSSTA includes:

- technological and economic (marketing) plans for the implementation of the project;
- copies of the certificate of accreditation of the applicant as a subject of scientific and (or) scientific and technical activity;
 - registration number RSSTA assigned by the Center of expertise;
- copies of the Agreement on joint activities with a private partner (if any);

- copies of identity documents, diplomas, certificates, resumes, and other documents of members of the project team;
- letters and (or) preliminary agreements confirming interest in product, work, or service from potential buyers;
- supporting documents for the cost estimate (commercial offers with alternatives from at least three potential suppliers, screenshots, links to official websites and / or distributors and / or electronic online platforms and online ad platforms for articles expenses the purchase of equipment and (or) software and the purchase of consumables and components);
- copies of documents on the existing material and technical base (if any);
- a copy (s) of the security document (s) for the object (- s) intellectual property or application(s) for obtaining a security document(s) for an object(s) of intellectual property from the Applicant (if any).

commercialization of the results of scientific and (or) scientific and technical activities - activities associated with the practical application of the results of scientific and (or) scientific and technical activities, including the results of intellectual activity, to bring new or improved goods, processes and services to the market, aimed at generating income (hereinafter referred to as commercialization of RSSTA):

national science council - a collegial body established in the prioritized direction of "Commercialization of the results of scientific and (or) scientific and technical activities" (hereinafter referred to as NSC);

report on scientific and (or) scientific-technical activity - a document containing information on the implementation of scientific and technical work, scientific, scientific-technical, development, marketing research, as well as information on the feasibility of further planned work or on the result of a completed scientific, scientific-technical project and program;

RSSTA commercialization project - a document including the content of the planned work aimed at the practical application of the RSSTA, including the results of intellectual activity in order to bring to the market new or improved goods, processes and services aimed at generating income (hereinafter referred to as the Project);

the result of scientific and (or) scientific and technical activities - new knowledge or solutions obtained by appropriate scientific methods and means in the course of scientific and (or) scientific and technical activities and recorded on any media, implementation of scientific developments and technologies in production, as well as models, layouts, samples of new products, materials and substances;

head of the RSSTA commercialization project - a person who is personally responsible for the operational management of the project team and the project (hereinafter referred to as the head of the project);

start-up company - an individual entrepreneur or a legal entity, registered in the territory of the Republic of Kazakhstan, belonging to the subjects of small or medium entrepreneurship and meeting one of the presented requirements: a) established with the participation of organizations of higher and (or) postgraduate

education, scientific organizations, whose activities are aimed at the commercialization of RSSTA; b) developing innovations;

technological expertise - activities related to the evaluation of the relevance, scientific and technical potential, implementation (use) of RSSTA, readiness for commercialization, technical and production risks of the project;

the authorized body in the field of science - the State Institution "Committee of Science of the Ministry of Education and Science of the Republic of Kazakhstan";

the center of expertise - the Joint-Stock Company "National Center of the State Scientific and Technical expertise". Contact information: 221, Bogenbai Batyr St., Almaty, 050026, Republic of Kazakhstan, tel.: 8 (727) 355 5002, e-mail: info@ncste.kz;

private partner - an individual entrepreneur, a simple partnership, a consortium or a legal entity, except for persons acting as public partners, who have concluded a public-private partnership agreement;

project team member - an individual who is a citizen and/or a resident of the Republic of Kazakhstan, who is a member of the project team implementing the project of commercialization of RSSTA;

economic (marketing) expertise - activities related to the assessment of the commercial attractiveness and feasibility of the stated financial-economic indicators of the project;

legal entity - Joint Stock Company "Science Fund". Contact information: 41, Tauelsizdik ave., "Silk Way Center" Business Center, 4th floor, Astana city, 010000, Republic of Kazakhstan. 8 (7172) 76 85 74, info@science-fund.kz.

Section 2. General Provisions

2. This Competition documentation is developed in accordance with the Laws of the Republic of Kazakhstan "On Science", "On commercialization of the results of scientific and scientific and technical activity" (hereinafter referred to as Law), the Rules for basic and program-targeted financing of scientific and (or) scientific and technical activities, grant financing of scientific and (or) scientific and technical activities and commercialization of the results of scientific and (or) scientific and technical activities, financing of scientific organizations carrying out fundamental scientific research, approved by the Acting Order Minister of Science and Higher Education of the Republic of Kazakhstan dated November 6, 2023 № 563, Order of the Minister of Science and Higher Education of the Republic of Kazakhstan dated September 27, 2023 № 489 "On Approval of the Rules of Organization and Conduct of State Scientific and Technical Expertise", Order of the Minister of Science and Higher Education of the Republic of Kazakhstan dated September 25, 2023 № 487 "On Approval of the List and Regulations of National Science Councils", Rules for state accounting of projects for the commercialization of the results of scientific and (or) scientific and technical activities financed from the state budget, and reports on their implementation, approved by order of the Acting Minister of Education and Science of the Republic of Kazakhstan dated November 01, 2021 № 543, State Rules accounting for scientific, scientific and technical projects and programs financed from the state budget, and reports on their implementation, approved by order of the

Minister of Education and Science of the Republic of Kazakhstan dated October 19, 2020 № 447.

3. The purpose of the competition for grant financing of the most promising projects of commercialization of RSSTA (hereinafter referred to as the competition) is to promote the practical application of RSSTA, including the results of intellectual activity to bring to the market new or improved goods, processes and services aimed at generating income through grant financing mechanisms in accordance with priority economic sectors and priority directions of science development.

The basic principles of the competition are:

- 1) transparency in the interaction of all participants in the process;
- 2) guaranteeing of rights and interests of the persons involved in the reception of RSSTA, extraction of the income;
- 3) economic stimulation of commercialization of subsoil scientific and technical masterpieces in priority sectors of the economy;
- 4) integration of education, science, production and institutions of innovative development;

Affiliated persons of the employees of the authorized body, Center of expertise, Legal Entity are prohibited to participate in the competition in any form as an Applicant (Winner), private partner, as well as Grant Recipient.

4. By the time of submitting an application for a grant, scientific research upon completion must be registered with the Center of expertise (the state register of the results of scientific and scientific and technical activities).

In this case, the results of scientific and (or) scientific-technical activity at the time of application submission must correspond to the level of technological readiness (TRL) 6 (sixth) or higher, according to the Methodology for determining the level of technology readiness (TRL), approved by the Order of the Committee of Science of MSHE RK № 112-HЖ from July 18, 2023 "On approval of the Methodology for determining the level of technological readiness (TRL) of scientific organizations and research universities and their developments".

- 5. The maximum possible amount of the allocated grant for the implementation of one project should not exceed 350 (three hundred) million tenge, including: for 2024 30%, for 2025 50%, for 2026 20% of the total grant amount with a maximum permissible error not exceeding 0.001% (one thousandth of a percent).
- 6. All expenses connected with participation in the competition, including expenses connected with preparation and submission of an application for participation in the competition shall be borne by applicants.
- 7. All amounts specified in the application form must be expressed in the national currency of the Republic of Kazakhstan tenge.
- 8. Competition is carried out by the "Science Fund" JSC which, according to the Order of the Acting Minister of Science and Higher Education of the Republic of Kazakhstan dated June 15, 2023 № 278, is the legal person, carrying out grant financing of commercialization of results of scientific and (or) scientific and technical activities.

Competition for grant financing of the most perspective projects of commercialization of RSSTA is declared by the Legal Entity on "7" december 2023 and the announcement is placed on the following Internet resources:

authorized body https://www.gov.kz/memleket/entities/science?lang=ru, Legal Entity http://science-fund.kz/.

Center of expertise https://www.ncste.kz/ru/competition.

9. The total amount of financing for 2024-2026 is 24,5 billion tenge, including by years:

for 2024 is 7 354 933 101,43 billion tenge,

for 2025 - 12 250 000 000,00 billion tenge,

for 2026 - 4 895 066 898,57 billion tenge

10. The beginning of reception of proposals on "19" january 2023. The final deadline for receipt of applications - "31" january 2024.

Section 3. Funding Priority Sectors of the Economy

- 11. Financing of the Projects is carried out within the frameworks of the priority directions of the science development, defined by the High Scientific-Technical Commission as well as priority sectors of the economy, in accordance with the country's strategic documents (Development Strategy of Kazakhstan until 2050, National Priorities of the Republic of Kazakhstan until 2025, National Development Plan of the Republic of Kazakhstan until 2025, Concepts for the development of industries/spheres):
 - 1) Ecology (The concept of transition to a "green economy");
- 2) Technologies for water conservation and energy efficiency improvement (Concept for the transition to a "green economy"; Concept for development in the field of energy conservation and energy efficiency improvement for 2023-2029);
- 3) Electric power industry. Petrochemistry. Coal chemistry. (The concept of development of the electric power industry for 2023-2029; The concept of development of the fuel and energy complex for 2023-2029);
- 4) Geological exploration. Mining and metallurgical complex. Extraction of rare and rare earth metals. (The concept of the development of the geological industry for 2023-2027);
- 5) Manufacturing industry. Metallurgy, mechanical engineering, chemical industry. (Manufacturing Industry Development Concept for 2023-2029);
- 6) Digital and space technologies (Concept of digital transformation, development of the information and communication technologies and cybersecurity industry for 2023-2029; Concept of development of the space industry for 2023-2029);
- 7) Quality education (Concept of development of preschool, secondary, technical and vocational education for 2023-2029; Concept of development of higher education and science for 2023-2029);
- 8) Healthcare. Formation of a healthy lifestyle and prevention of diseases. (The concept of healthcare development until 2026);
- 9) Agro-industrial complex. Processing of agricultural products. (The concept of development of the agro-industrial complex until 2030);

- 10) Ecological tourism, agrotourism, ethnographic tourism (The concept of development of the tourism industry for 2023-2029);
- 11) Strengthening national security (National Development Plan of the Republic of Kazakhstan until 2025);
- 12) Other sectors of the economy provided for by the documents of the State Planning System.

At the same time, RSSTA that are the subject of RSSTA commercialization should not be classified as state secrets.

Section 4. Project Team Member Requirements

- 12. Replacement of the Applicant during the entire period of the project is not allowed.
 - 13. The project team shall consist of at least 4 and no more than 6 people.
- 14. The Grant Recipient of the submitted project must be the legal entity indicated in Table 1 of Appendix №1 to the Competition documentation, namely the Applicant or a start-up company or a private partner. The private partner (if any) may participate in the implementation of the project through co-financing, as well as through the provision of the material and technical basis.
- 15. In the case of the creation of a start-up company, the mandatory condition is that the Winner will be a founder/participant for the entire duration of the Project.
- 16. Grant Recipients shall not be persons who are bankrupt or undergoing liquidation or reorganization and/or are false enterprises.
 - 17. Head of the project must be a citizen of the Republic of Kazakhstan.
- 18. Members of the project team must be citizens and/or residents of the Republic of Kazakhstan.
 - 19. The members of the project team must have higher education.
- 20. Head of the project for the duration of the project must be a full-time employee of the Grant Recipient's project based on an employment contract.
- 21. Team members may not participate in more than two projects during the period of implementation.
- 22. The presence of a commercialization specialist in the project team with practical experience in technology commercialization or business development for at least 3 years.

In the case of creating a startup company, the presence of an accountant in the project team with a valid kazakh certificate of professional accountant.

The document confirming the work activity (experience) of a commercialization specialist and an accountant can be any of the following: a work record; an employment contract with an employer's mark on the date and basis of its termination; extracts from the acts of the employer confirming the emergence and (or) termination of an employment relationship based on the conclusion and (or) termination of an employment contract; extracts from the payroll statement for employees; track record (list of information on the work, work activity of the employee), signed and stamped by the employer (if any); an archival certificate containing information on the employee's work; a court decision that has entered

into force to establish a legal fact confirming the existence of an employment relationship.

Section 5. Requirements for the Form and Content of the Application

- 23. Applications for participation in the competition shall be accepted through the automated information system (hereinafter referred to as AIS) of the Center of expertise at www.is.ncste.kz.
- 24. The Applicant submits an application for the competition in electronic form, certified by the electronic digital signature of the members of the project team, the head of the project and the Applicant via the AIS of the Center of expertise at the following link: www.is.ncste.kz. An individual registration number (hereinafter referred to as "IRN") shall be assigned to the Applicant upon registration of the Application.
- 25. Upon completion of the acceptance of applications, the Center of expertise checks the compliance of the application with the competition documentation, in accordance with the checklist (Appendix №7 to the competition documentation), as well as to exclude the fact of double financing.

At the same time, if the facts of double financing are revealed at any stage of the project implementation, the Grant Recipient, on the basis of the decision of the National Tax Service, undertakes to return the received amount of the grant for the commercialization of RSSTA.

- 26. The Center of expertise, through the information system, sends for revision applications that do not correspond to the Competition documentation, indicating comments in accordance with the checklist (Appendix №7 to the Competition documentation).
- 27. Upon receipt of finalized applications, the Center of expertise checks for the elimination of previously specified comments.

In case of non-clearance of comments, the Examination Center rejects the application, while a notification is sent to the e-mail address specified in the application indicating comments in accordance with the checklist (Appendix №7 to the Competition documentation).

28. The applicant is fully responsible for the completeness and reliability of the information provided, as well as for the authenticity of the text in the application for participation in the competition and in reports on previously conducted scientific, scientific and technical projects and programs, including the results achieved.

In case of detection of violations of scientific ethics (plagiarism and false coauthorship, duplication, appropriation of other people's data, fabrication and falsification of scientific data, etc.) based on the results of verification in the licensing system (platform) for detecting borrowings, the Center of expertise rejects the application.

29. The Applicant has the right to refuse to participate at any stage of the competition by submitting a written refusal to participate to the Center of expertise or to withdraw the application in the electronic application system (AIS) before the end of the acceptance of applications.

Section 6. Application Submission Form

- 30. The potential Applicant shall submit the following documents as part of their application:
- 1) technological plan for the project implementation, in accordance with Appendix №1 to the Competition documentation;
- 2) economic (marketing) plan for the project implementation in accordance with Appendix №2 to the Competition documentation, which shall be submitted to the expert for conducting the EME along with the technological plan;
- 3) copy of the certificate of accreditation of the Applicant as a subject of scientific and (or) scientific and technical activities, which is not expired at the time of application;
 - 4) registration number of the RSSTA, assigned by the Center of expertise;
- 5) copy of the Agreement in force on joint activities with a private partner (if any) according to Appendix №3 to the Competition documentation, indicating the co-financing in the amount of not less than 20% of the total grant value of the project, the conditions of the project implementation, the duration of the Agreement, the name of the project and the name of the competition, as well as the conditions of providing the material and technical base facilities by the private partner (if any) reflected in Table 7 of Appendix №1 to the Competition documentation (with copies of title documents for material and technical base attached);
- 6) copies of identity documents, the validity of which has not expired at the time of application, diplomas, certificates, certificates, resumes of members of the project team;
- 7) letters of intent and (or) preliminary agreements confirming interest in the product, work or service (if any) from potential buyers;
- 8) supporting documents for the cost estimate (commercial offers with alternatives from at least three potential suppliers and (or) screenshots, and (or) links to websites and (or) distributors and (or) electronic online platforms and online ad platforms;
- 9) copies of title documents on the available material and technical base (if available);
- 10) copy(s) of the active intellectual property protection document(s) or application(s) for intellectual property protection document(s) from the applicant (if any);
- 11) presentation of the project as per the Appendix №4 to the Competition documentation.

The above documents shall be submitted in the state or russian languages. The documents stipulated in paragraphs 1), 2), 5), 10) of this paragraph shall also be submitted in english or with the english translation attached if it is a copy of the document. The content of the text of documents in the state, russian and english languages must be identical.

Section 7. Terms for Co-financing of Project

31. Co-financing of the project is a mandatory requirement for participation in the competition. The amount of co-financing is:

- 1) at least 20% of the total amount of the grant, if the Grant Recipient is an organization of higher and postgraduate education, as well as state scientific organizations and scientific organizations where one hundred percent of the voting shares (shares in the authorized capital) of which are directly or indirectly owned by the state, which are accredited subjects of scientific and (or) scientific and technical activities (Implementation Mechanism №1);
- 2) at least 25% of the total grant amount when the Grant Recipient is a startup company (Implementation Mechanism №2);
- 3) at least 35% of the total grant amount when the Grant Recipient is a private partner or other legal entity (Implementation Mechanism №3).

Organizations of higher and postgraduate education, as well as state scientific organizations and scientific organizations, one hundred percent of the voting shares (shares in the authorized capital) of which are directly or indirectly owned by the state, which are not Grant Recipients, cannot co-finance the project. The co-financing funds are distributed in stages in proportion to the amount of the grant. At the same time, the Grant Recipient has the right to distribute a large amount of co-financing to the initial stages of the project, the remaining amount is distributed proportionally over the following stages.

- 32. Co-financing is made in cash, however, budgetary funds, material contribution (equipment, machinery, land, buildings and premises, etc.) cannot act as co-financing. When co-financing the project at the expense of the Applicant's own funds or a start-up company or from a private partner, before submitting an application, the amount of the contribution in tenge, as well as the conditions for joint activities, reflected in the relevant Agreement (if there is a private partner), must be determined.
- 33. The Grant Recipient before the transfer of the first installment of the amount of the grant for each stage must submit a certificate from the second-tier bank (or banks) confirming the availability of co-financing in the amount of not less than 30% of the amount of co-financing of this stage.

At the same time, the Grant Recipient undertakes to provide the concluded risk insurance contract for the execution of the grant agreement for the commercialization of the results of scientific and (or) scientific and technical activities for the full amount of the grant (insurance company from the Register of issued, reissued licenses for insurance (reinsurance) activities of the Agency of the Republic of Kazakhstan for Regulation and Development of the Financial Market).

- 34. The co-financing means must be planned and spent only for the aims and tasks of the project at each stage of the project implementation.
 - 35. The following expenditures are not eligible for co-financing:
- 1) the manufacture and (or) sale of tobacco products, alcoholic beverages, weapons and military equipment, and gambling;
 - 2) interest and (or) debt repayment to any third party;
 - 3) expenses and reserves for possible future losses and (or) debts;
 - 4) hospitality expenses.

Section 8. Requirements for Project Implementation

- 36. The following costs shall be financed from the grant funds:
- 1) payroll of members of the project team involved in the implementation of the project (not more than 30% of the requested amount of the grant for the entire period of the project, including taxes and other mandatory payments to the budget);
- 2) purchase of new equipment and (or) software with installation and commissioning;
 - 3) preparation of production facilities for implementation of the project;
 - 4) purchase of consumables and accessories for the project implementation;
- 5) Payment for works and services of the third parties connected with the implementation of the project (except for the items specified in clause 38 of the Competition documentation);
- 6) rent of production sites, premises and equipment necessary for the implementation of the project (not more than 20% of the requested grant amount for the whole period of the project implementation);
- 7) protection of intellectual property (services of patent attorneys, payment of state and patent duties) for the newly created intellectual property objects, obtained during the implementation of the project. If there are no documents of protection at the time of application, the Applicant shall necessarily at the first stage of the project plan the appropriate activities and costs for the protection of intellectual property rights in the Calendar Plan and Cost Estimate of the project;
- 8) costs for the promotion of the product or service on the market, which shall not be less than 5% of the requested grant amount;
- 9) tax obligations and other mandatory payments to the budget arising from the implementation of the project;
- 10) Operating expenses (property rent (lease) of non-residential premises (the Grant Recipient is prohibited from renting (subletting) and re-renting to third parties) and banking services, except for expenses related to the redemption of intellectual property).
 - 37. The following are not eligible for grant funding expenses:
- 1) The manufacture and/or sale of tobacco products, alcoholic beverages, weapons and military equipment, and gambling;
 - 2) interest and/or debt repayment to any third party;
 - 3) expenses and reserves for possible future losses and/or debts;
- 4) work, goods, services, which were previously financed at the expense of state programs or state-owned companies and (or) organizations;
 - 5) currency exchange losses, fines and penalties;
- 6) Payments of bonuses and financial aid, as well as compensation to employees of the Grant Recipient;
 - 7) entertainment expenses;
 - 8) services related to personnel recruitment;
 - 9) Expenses for subscriptions (newspapers, magazines, etc.)
- 10) acquisition of vehicles (except for acquisition of vehicles (except for specialized equipment with detailed substantiation) land plots and real estate;
- 11) expenditures for construction and acquisition of buildings and residential/nonresidential premises;

- 12) expenditures for publication of scientific articles, participation in scientific expenses;
- 13) expenditures aimed at maintaining security documents in force, received prior to the signing of the Grant Agreement for Commercialization of the results of scientific and (or) scientific and technical activities (or) expenditures aimed at keeping the protective documents in force, obtained before signing of the Agreement on granting a grant for commercialization of the results of scientific (or science and technology activity travel expenses;
- 15) operating expenses for public utilities, office supplies, postal services, communication and telecommunication services;
 - 16) insurance expenses.
- 38. The projects approved for grant financing of commercialization of RSSTA must be implemented in the territory of the Republic of Kazakhstan.
- 39. Replacement of the head of the project and/or private partner shall be submitted for consideration by the relevant National Science Council.

At the same time, the replacement of the head of the project and/or private partner is allowed no more than once during the entire period of the project, except in cases of death of the head and liquidation of the private partner.

- 40. Replacement of the commercialization specialist and other members of the project team at any stage of the Project implementation is permitted with the written approval of the Legal Entity.
- 41. On the legal relations, regulated by the Law, in the part of commercialization of the RSSTA received within the limits of scientific research or research projects, carried out from means of grant financing, the legislation of the Republic of Kazakhstan, establishing the requirements to the order of carrying out of purchases, including the state ones, does not extend.
- 42. Purchase by the grant recipient of goods, works and services at the expense of funds of the grant from the parties under the contract on grant award for commercialization of results of scientific and (or) scientific and technical activities, participating in the implementation of the project shall not be allowed.
- 43. When covering information related to the implementation of the project during and/or after the completion of the project, Grant Recipients shall be obliged to refer to the grant received with indication of the name of the Legal Entity and the authorized body.
- 44. The project implementation period is 2024-2026. At the same time, based on the decision of the National Tax Service, the project can be extended, within the previously allocated grant amount, for a total period of up to 5 years.
- 45. Existing intellectual property objects, declared for use within the framework of the project for the term of the Agreement, must be transferred to the person (except for the case when the Applicant acts as a Grant Recipient), implementing the project before the conclusion of the Agreement (in special cases, provided the necessary justification is provided by the Applicant to the Legal Entity, it is allowed to complete this procedure in accordance with the current legislation of the Republic of Kazakhstan). In case of non-submission in the specified term of confirming documents on transfer of the rights on objects of intellectual property,

the Legal Entity shall initiate the question on the termination of grant financing and return of the allocated funds.

- 46. Newly created intellectual property objects within the implementation of the project shall be registered in the name of the Grant Recipient implementing the Project.
- 47. The Grant Recipient who is not the patent holder (licensee) or the owner of RSSTA shall use the protected industrial property object (intellectual property object) and (or) RSSTA with the permission of the patent holder (licensor) or the owner of RSSTA on the basis of the license agreement and (or) agreement of complex business license and (or) other agreement on transfer of intellectual property object and (or) RSSTA, which includes the terms of the license agreement (license agreement).
- 48. Scientific organizations, scientists (the patent holder, author or owner of RSSTA) shall transfer the exclusive and/or other right to the object of industrial property and (or) RSSTA belonging to it to the Grant Recipient (except for the case when the Applicant acts as Grant Recipient) under the assignment and/or other agreement and receive royalty and (or) remuneration for this. In this case, the terms and amount of the royalty and (or) remuneration shall be determined by the aforementioned contracts.
- 49. The Grant Recipient shall submit to the Legal Entity, within the time periods specified in the Agreement, interim reports for each phase, as well as a final report upon completion of the Project, including a financial report on the use of grant funding.
- 50. The Grant Recipient shall reallocate the grant funds between the approved expenditure items (excluding payroll) as necessary during the implementation of the project in an amount not exceeding ten (10) percent of the total project cost estimate for each stage without the Legal Entity's approval.
- 51. The Legal Entity shall conduct an analysis of the intended use of the allocated funds, as well as activities to promote and implement the Projects to achieve the expected results.
- 52. The Center of expertise monitors the implementation of the Projects at the stages of their implementation and completion, sending its results to the SNC.
- 53. Participants in the commercialization of RSSTA undertake to strictly comply with the principles and norms of the Law of the Republic of Kazakhstan "On Combating Corruption".

Section 9. Requirements for Results of the Project Implementation

- 54. An obligatory result following the implementation of the project should be activities related to the practical application of RSSTA, including the results of intellectual activity, the launch of new or improved goods, processes or services on the market and the receipt of income from their implementation.
- 55. The amount of income from the implementation of the project at the time of completion must be at least 15% of the grant amount.
- 56. At the time of completion of the project, it is necessary to obtain the OIP or submit an application to the authorized bodies of justice for its receipt (in the

absence of titles of protection for the OIP).

- 57. The commercialization project must be implemented in one or more of the following ways:
 - 1) organization of production and sales of products (goods, works, services);
- 2) Conclusion of a license agreement and (or) an agreement of assignment of rights to RSSTA;
 - 3) attraction of investments into the project being implemented;
 - 4) by other means stipulated by the legislation of the Republic of Kazakhstan.

Appendix №1 to the Competition documentation for grant financing of the most promising projects for the commercialization of the results of scientific and (or) scientific and technical activities for 2024-2026

Technological plan of project implementation

1. General Information
1.1. Name of the project topic (no more than 20 words):
1.2. Name of the priority sector of the economy:
1.3. Requested amount of grant funding for the entire duration of the project, by year:
<u> </u>
Amount of co-financing (% of the requested amount of grant funding):
1.4. Key words characterizing the economic sector and the direction of the project for
selecting experts.

Prospective Grant Recipient (applicant or startup company, or private partner or other legal entity)	
Co-financing of the project at the expense of the intended Grant Recipient's own funds (Applicant or startup company, private partner or other legal entity)	
Co-financing of the project at the expense of a private partner (if any)/Name of the private partner (if any)	
Name of the private partner, co-financing the project (if any)	
Name of the private partner, providing material and technical facilities (if any)	
Planned project location	
Project objective	Describe the project goal in one sentence
	The description of the proposed RSSTA for commercialization should answer two questions: "What is it?" (for example, method, device, new material, etc.) - What market problem does it solve?
Selected commercialization path	Specify the path of commercialization in accordance with paragraph 55 of section 9 of the Competition documentation
Has the proposed project been previously funded by other sources and to what extent	Program number, amount, terms, name, etc.

1.5 Results of scientific and (or) scientific and technical activities proposed for commercialization

It is necessary to provide a description of previously implemented scientific and/or scientific-technical work (including, when, under which program or on an initiative basis, where, the amount of funding, the number of state registration).

Also specify the specific result that is proposed for commercialization: models, layouts, samples of new products, materials and substances, technologies, new knowledge or solutions with graphical materials (photos, drawings, diagrams, etc.).

Prerequisites for the project development, substantiation of scientific novelty of RSSTA, with a mandatory comparative analysis of previous scientific research conducted in the world, related to the topic under study and their relationship with the present project.

The scientific novelty of the project is indicated.

1.6 What business problem does the proposed result of scientific and (or) scientific and technical activities solve?

Here it is necessary to show:

- What market problem does the RSSTA solve?
- How is this problem proposed to be solved?
- the relevance and importance of the proposed internationally commercialized R&D works?

Besides, it is necessary to specify the degree of orientation of the project on creation of new productions of goods with high added value, proved by reasonable quantitative data on technical and economic characteristics of products and description of markets.

1.7 Goal, Objectives and Expected Outcomes of the Proposed RSSTA Commercialization Project

The goal, objectives and expected results of the proposed work on commercialization of subsistence science and technology should be set out separately, concisely and clearly, correspond to the subject matter of the announced competition, and be based on previously obtained results of scientific and (or) scientific and technical activities.

1.8 Comparative description of the proposed product, work or service with existing analogs or substitutes on the market with indication of technical characteristics

This section provides detailed information on the technical and consumer characteristics of the proposed product, work or service. In addition, a comparative analysis with existing analogues and substitutes in the market should be made.

In addition, if the development, production and sale of the product, work or service requires permissive licenses, certification procedures, then describe how the activities to obtain and pass them will be organized (including in time and funding).

A comparative description of the advantages of the proposed technology.

1.9 Project Team

Describe the competencies of the project team by completing Table 2 for each member of the project team.

Full name		
Date of birth		
Project position		
Qualifications and areas of work		
in the project		
Duration of employment in the		
project		
Role and functions in project		
implementation		
Existing diplomas, certificates,		
certificates available		
Education		
(name: university; major; academic		
degree and rank (if any))		
Work experience:		
Period of operation	Position and	Main results of the work
	name of	
	organization	
Participation in various projects		
Publications, including those		
included in Q1 and Q2 ranked		
journals,		
patents related to the project		
Hirsch index (if available)		

1.10 Project Implementation Process Map (timeline)

The project implementation process map should list the project processes (activities) (technological and business processes) indicating the planned start and end period of the process, the duration of the process, the expected result of each process and the responsible member(s) of the project team for the implementation of the process. (Table 3)

Table 3

Stage	Event	Start		Completion of	Result	Responsible
		event	(month,	the event		Member
		year)		(month, year)		

Note:

- the number of stages must be at least 2 and no more than 4 for the entire duration of the project;
- at each stage, it is necessary to plan the event on the development and approval of the Plan of work to promote the project for the relevant stage;
- All main activities financed from the grant and co-financing according to the cost estimate must be reflected in the Calendar Plan, i.e. the Calendar Plan and the Cost Estimate must be interconnected.

1.11 Organizational Structure of the Project

The section should describe all the specialists involved as third-party services according to Table 4.

№	Specialist involved	Beginnin g (month)	End (month)	Number of months	Role and functions in project implementation
1					
2					
3					

1.12 Description of risks when implementing the project

This section should describe the possible risks affecting the achievement of the expected project results according to Table 5. Including technical risks associated with the implementation of technical and (or) technological solutions, including the inability to technically implement, as well as production risks associated with the organization of production, including the lack of necessary raw material base, identification of environmental problems. In addition, it is necessary to reflect the existing norms and legal requirements that impede market entry.

Table 5

№	Risk	Description and degree of risk	Actions to reduce risk
1	Environmental		
2	Technological		
3	Economic		
•••			

1.13 Questionnaire on Intellectual Property Objects

Table 6 is to be filled in for each intellectual property object.

1	EXIST	TING INTELLECTUAL PROPERTY
1.1	Are there any protective	□ - Yes
	documents protecting the	□ - No
	intellectual property of	
	the proposed project?	
1.2	Type of protected	☐ - invention
	intellectual property	☐ - utility model
	object(s) (IPO)	☐ - industrial design
		☐ - selective breeding achievement
		☐ - computer programs ☐ - database
		☐ - database
		☐ - other (specify)
1.3	Type of security	☐ - innovative patent for invention of the RK
1.3	document(s)	\Box - application for a patent for an invention of the RK
	document(s)	\Box - RK patent for invention
		☐ - application for a utility model patent of the RK
		□ - Patent for a utility model of the RK
		☐ - Eurasian application
		☐ - Eurasian patent for invention
		☐ - international application (Patent Cooperation Treaty)
		☐ - foreign patent (specify
		country)
		\Box - certificate of state registration of the object of
		copyright
1.4.	Protection document	
	number(s) and/or	
1.7	application number(s)	
1.5.	Priority date (date of submission of the	
1.6.	application(s)) IPO name	
1.7.	Authors of OIS	
1.8.	Patent Owners and (or)	
1.0.	OIS Owners	
1.9.	Status of security	☐ - is in effect
	document(s)	☐ - terminated, but can be reinstated
		\Box - terminated(s) but can be reinstated
1.10.	If the result of scientific	☐ - documents on the content of know-how (technical
	and (or) scientific and	documentation: descriptions of technological processes,
	technical activities is	methods, etc.);
	protected as undisclosed	\Box - documents on the establishment of a trade secret
	information (know-how),	regime, i.e. a list of information constituting know-how, a
	indicate whether it is	list of persons having access to it, the mode of access to
	available:	know-how and the obligation of persons acquainted with
		it not to disclose it, regulations on trade secrets, etc;
		- documents on commercial value of know-how, i.e.
		calculations of actual economic efficiency of know-how implementation, production indicators before and after
		implementation, planned calculations of efficiency of use,
		feasibility studies, expert opinions, etc.

1.11.	Has a valuation of the IPR been carried out (if yes, indicate value) Whether an agreement on the transfer of rights to the IPR, which is the cause of	☐ - Yes, explanation (with whom, number and date of agreement)
	the encumbrance on the use of the IPR, has	□ - 110
	previously been concluded.	
2	INTELLECTUAL PR	OPERTY OBJECTS CREATED AS PART OF THE
2.1	A 41 1	PROJECT □ - Yes
2.1.	Are there plans to create new IPRs in the course of	□ - Yes □ - No
	the project?	
2.2.	If yes, indicate the	☐ - invention
	intended IPR(s)	□ - utility model
		☐ - industrial design
		☐ - selective breeding achievement
		☐ - IT programs ☐ - database
		☐ - database
		☐ - other (specify)
2.3.	Expected method of	□- Patent for invention of the RK
	protection of created IPR	□ - Utility model patent of the RK
		□ - Eurasian patent
		☐ - international application (Patent Cooperation Treaty)
		☐ - foreign patent (specify country or countries)
		☐ - as an object of copyright
		☐ - non-disclosed information (know-how) regime
2.4.	How do you plan to use	□ - in-house production
	the created IPR	☐ - entering into a license agreement
		- entering into an assignment agreement
		- do not plan to introduce the IP to the economy
		\Box - other (specify)

1.14 Information on the available facilities and equipment that will be used to implement the project

This section requires a description of the logistical and technical equipment that is available and will be used in the implementation of the project. In addition, in the table below, indicate who owns a particular facility, and on what basis this facility will be used in the implementation of the project. (Table 7)

№	Material and technical base object (with technical characteristics)	Qty	Name of the Owner	On the basis of what will be used in the project**
1	Industrial premises			
2	Office space			
3	Production equipment			
4	etc.			

1.15 Description of the raw material base needed to implement the project

Table 8

№	Name of raw material	Required amount per year	Owner of raw material s	Location of owner and raw materials	The amount of raw materials available to the owner	Method of delivery to the place of sale	Gratuitous or gratuitous transfer to the Grant Recipient*
1							
2							
3							

^{*}If the transfer of raw materials to the Grant Recipient is supposed to be in reimbursable form, it is necessary to indicate the estimated cost of acquisition of these raw materials

1.16 List of references

It is necessary to indicate the list of used sources of information, references to which should be indicated in the text of the application.

Each source should contain the full name of the source, the full name of the article, book, journal, etc., the year of publication, page numbers, authors' names.

^{*} Applicant, potential Grant Recipient, private partner, other (specify).

^{**}If the owner is not a potential Grant Recipient, it is necessary to indicate on the basis of what document the specific object will be used in the implementation of the project.

Appendix №2 to the Competition documentation for grant financing of the most promising projects for the commercialization of the results of scientific and (or) scientific and technical activities for 2024-2026

Economic (marketing) plan for project implementation

1. General information
1.1. Name of the project topic (no more than 20 words):
1.2. Name of the priority sector of the economy:
1.3. Requested amount of grant funding for the entire duration of the project, by year:
Amount of co-financing (% of the requested amount of grant funding):
1.4. Key words characterizing the economic sector and the direction of the project for
selecting experts.
1.5 Rusiness model of the project

- 1) What will be produced and sold by the project? (give a description of the product, work, service or intellectual property);
- 2) How is the income from the business activity planned? (sales, services, through a license agreement, royalties, etc.);
- 3) What is the estimated cost and final realized price of the product and (or) service? (with breakdown of calculations according to Table 9);
- 4) The planned volume of sales of the product, work and (or) service for at least 5 (five) years (Table 10);
 - 5) Calculation of income (Table 11).

Calculation of the cost of products (services) when working in one shift (8 hours)

№	The name of indicators	Unit.	Quantity	Price, tenge	Total Amount, tenge
1	The cost of purchasing raw materials:		-		TA
1.1		kg			
1.2		l			
1.3		pcs			
1.4					
1.5					
1.6					
1.7					
2	Payroll fund				PF
3	Public services				PS
4	Taxes				T
5	Other expenses				OE
6	TOTAL COSTS (FROM)				TA+PF+PS+T = TC
7	Output of the main product		OMP		
8	Cost of 1 unit of products (services) in 1 shift, tenge	TC/OM	P=CP	СР	
6	Selling price (SP)			SP	
7	Income:				
	- per shift (8 hours)	kg/piece/l/unit	OMP	SP	OMPxSP = Ishift
	- per day (2 shifts)	kg/piece/l/unit	OMPx2	SP	OMPx2xSP = Iday
	- in year	days	Number of working days (KRD)	days	KRDxDays = Iyear
8	Profit:				
	- in shift	kg/piece/l/unit	OMP	SP-CP	PS
	- per day (2 shifts)	kg/piece/l/unit	OMPx2	SP-CP	Pday
	- in year	days	Number of working days (NWD)	Pday	NWDxPday=Pyear

Table 10

Output program (rendering services) unit of measurement.	Projec	ct impleme	ntation	Postr	Postrealization of the project		
	Year 2024	Year 2025	Year 2026	Year 2027	Year 2028	Year 2029	
Load from maximum power (%)							
The product (service) to be produced:							
1. Product (Service) A, (specify type of product or service)							
pcs.							
2. Product (Service) B, (specify type of product or service)							
pcs.							
3. Products (Service) B, (specify type of product or service)							
pcs.							
n.							
Total:							

	Price per	Proje	ct implemen	tation	Post-	realization p	eriod
Products (service)	unit	Year 2024	Year 2025	Year 2026	Year 2027	Year 2028	Year 2029
1. Product (Service) A (specify		2024	2025	2020	2027	2028	2029
type of product or service)							
2. Product (Service) B (specify							
type of product or service)							
3. Product (Service) In (specify							
type of product or service)							
Total:							

1.6 Assessment of the potential market for the project

- 1) A description of the overall potential market (characteristics and volume in units or monetary terms) with an indication of the source of the information;
- 2) What are the target markets for sales of products, works or services identified by geographic, sectoral and other characteristics (what market share is to be won, volume in units or monetary terms);
- 3) Potential target consumers (specify the name of the companies, field of activity, anticipated volume of product (service) use, indicate the list of organizations with which there are preliminary agreements and (or) letters of intent);
- 4) Whether market research has been conducted by identifying interest in products or services that can be produced using the developed RSSTA. Names of companies, organizations or individuals that have already documented an interest in the RSSTA should be included here. If available, a list of organizations that have demonstrated interest in the product or service should be included.

1.7 Assessment of project competitiveness

- 1) Availability of analogues and substitutes;
- 2) Competitor firms;
- *The market price per unit of a given competitor's product and/or service;*
- 4) The main consumer group of the given products and (or) services;
- 5) The main advantage of the proposed RNTD compared to competitors;
- 6) Comparative analysis with competitors (Table 12);
- 7) The section provides detailed information on the technical and consumer characteristics of the proposed product, work or service. In addition, a comparative analysis with existing analogues and substitutes in the market should be made.

Table 12

					- 11010	
Indicator	Unit of measur	Applicant's product, work, service	Competitor 1 Name	Competitor 2 Name	Competitor 3 Name	•••
Indicator 1						
Indicator 2						
Indicator 3						
•••						
Realization						
price, tenge						

Footnote: a comparative analysis should be conducted for specific companies or products (or) services.

1.8 Project Cost Estimates (Cost Estimates)

- 1) Estimate of costs (Table 13);
- 2) Explanation and justification of project costs.

№	Naming of expenditures	Sum	Tranch		ect stages, in nount)	dicate the	Funding source (grant or co-financing)	% from
	_		1	2	3	4	<i>o,</i>	เบเลา
	Wage fund						Grant	
1	according to the						Co-financing	
	staffing table						Total	
	Purchase of						Grant	
2	equipment and						Co-financing	
	(or) software						Total	
	Preparation of						Grant	
3	production						Co-financing	
	facilities						Total	
	Procurement of						Grant	
4	consumables						Co-financing	
i	and accessories						Total	
	Payment for						Grant	
5	services and (or)						Co-financing	
3	works of third						Total	
	parties						l otal	
	Rental of						Grant	
6	production sites,						Co-financing	
O	premises and						Total	
	equipment							
	Intellectual						Grant	
7	Property						Co-financing	
	Protection						Total	
8	Travel expenses						Co-financing	
	Costs of						Grant	
	promoting a						Co-financing	
9	product and (or)							
	service to the						Total	
	market							
	Tax liabilities						Grant	
1.0	and other						Co-financing	
10	obligatory						m t	
	payments to the						Total	
	budget							
1.	Operating						Grant	
11	expenses						Co-financing	
	-						Total	
10	Other co-						C	
12	financed						Co-financing	
	expenses						C	
	Total grant:						Grant	
	Total co-						Co-financing	
	financing:							
ı	Total:						Total	

Footnote: the cost estimate is compiled in accordance with the project calendar plan and cannot be directed towards other items of expenditure not related to the proposed project. The total amount of all expenditure items represents the overall cost of the project and must be equal to the declared amount.

Interpretation and justification of cost estimate items

1) Staff Schedule (Table 14)

(*Table 14*)

	Full	ation working months e1 2 e3 4		Total				
№	name		particip	working			Stage 4	
1		Head of the project						
2		Commercialization Specialist						
3								
4								
Tot	al:		•					

Footnote:

- When drawing up a staff schedule, it is necessary to comply strictly with the labor laws of the Republic of Kazakhstan, including the norms of daily working hours (Articles 68 and 71 of the Labor Code of RK № 414-V of 23.11.15)
- The Grant Recipient signs Employment contracts with all members of the project team;
- Salary of the head of the project must not exceed 500,000 tenge (including taxes and other mandatory contributions)
- Salary of commercialization specialist must not exceed 400 000 KZT (including taxes and other mandatory contributions)
- Salaries of other members of the project team must not exceed 350 000 KZT per person (inclusive of taxes and other obligatory contributions)
- Salaries of project team members are reduced proportionally, depending on the degree of their participation in the project team
- Salary fund for members of the project team involved in the implementation of the project shall not exceed 30% of the requested amount of the grant
- The head of the project must be a full-time employee of the Grant Recipient for the duration of the project, based on the employment contract

2) Purchase of equipment and/or software (Table 15)

Table 15

		Cost (t	Cost (tenge)				Justification of need and		
Nº	Identification of an equipment and (or) software	per unit	Sum			e (at wha	cost (links to the Internet, links to commercial offers,		
		r		1	2	3	4	descriptive justifications, links to letters)	
1									
2									
	Total								

Footnote:

- Equipment must be new and comply with the goals and objectives of the Project.
- Mandatory availability of certificate of origin or technical passport from the manufacturer or an official dealer in the territory of the Republic of Kazakhstan.
- Delivery, installation and commissioning should be included in the cost of purchased equipment.
- Equipment must provide quality of products, corresponding to the Kazakhstan standards.
- Availability of a warranty period is mandatory.
 - 3) Preparation of the production premises intended for the organization of the production line (Table 16)

№	Name of works	Unit	Qty	Price	Amount / Stage (at wh stage the purchase is made)				Justification of need and cost (links to the Internet, links to commercial offers,
	Wolks				1	2	3	4	descriptive justifications, links to letters)
1									
2									

4) Consumables and accessories (Table 17)

Table 17

			Cost (tenge)			ount / S hat stag chase i	ge the		Justification of need and cost (links to the
№	Name of consumables and accessories	Unit	per unit	Sum	1	2	3	4	Internet, links to commercial offers, descriptive justifications, links to letters)
1									
2									
Tot	al								

5) Payment for work and services of third parties related to the implementation of the Project (Table 18)

Table 18

№	Name of service	Service unit	Qty	Amount / Stage (at what stage the purchase is made) Justification of need a (links to the Internet, commercial offers, descriptions links to				
				1	2	3	4	justifications, links to letters)
1								
2								

Footnote: auxiliary personnel may be involved only with a clear justification of their need.

6) Rent of production premises and equipment (Table 19)

Table 19

№	Name of the leased	Characteris tics of the object (area,	Unit	Qty		Price	Price	Amoui		e (at what se is made	Justification of need and cost (links to the Internet, links to commercial offers,
	object	equipment capacity, etc.)				1	2	3	4	descriptive justifications, links to letters)	
1											
2											

Footnote: The cost of renting (proprietary lease) space and equipment must not exceed 20% of the requested grant amount

7) Protection of intellectual property (in case of creation of an intellectual property object) (Table 20)

№	Name of costs for the protection of intellectual property (attorney services, fees,	Cost per unit of service or	Qty	Total cost	Justification of need	An	nount ge	t/Sta
	commissions, etc.)	fee	1		or need	1	2	3
1								
2								

Footnote

- 1) In case of absence of protection documents for the IPR at the time of filing this section must be completed; 2) Only costs associated with filing, obtaining a patent are allowed, while it is allowed to pay for those patent applications that relate only to the subject matter of this project.
 - 8) Travel expenses (co-financed) (Table 21)

Table 21

	- ·				One	1	Amoun	2 3	9	Justifi
№	Locality (each trip separately)	Locality category	* Per alem	Accomm odation	person round trip	und 1	2	3	4	cation of need
1										
2										

Footnote: Travel expenses must comply with the norms established by the current legislation of the Republic of Kazakhstan.

9) Costs of promoting a product, work or service on the market (Table 22)

Table22

№		Service unit cost	Qty	Amount/Stage			Justification of need and cost (links to the Internet, links to commercial offers, descriptive justifications, links to letters)	
				1	2	3	4	descriptive justifications, finks to fetters)
1	Site creation							
2	Seminars with the							
	participation of							
	potential buyers							
	Product and/or							
	service video							
4	Exhibition layout							
5	Handout							
6	Target							
7	Social promotion							
	networks							
8	Placement of							
	products in							
	marketplaces							
9	Development of a							
	trademark, labels,							
	etc.							
10	Etc.							

Footnote: The cost to market the product, work, or service must be at least 5% of the grant amount requested and may include, but not be limited to, the above list.

10) Tax liabilities and other obligatory payments to the budget (Table 23)

Nº	Name of the tax	Amount/Stage				
		1	2	3	4	
1	Value Added Tax (if during the implementation of the Project the Grant Recipient will not be registered with VAT, it is necessary to calculate the estimate taking into account the VAT withheld at the source of payment (Legal entity))					
2	Corporate income tax					
3	Social tax					
4	Social Security contributions					
5	Compulsory social health insurance					
6	Mandatory employer pension payments					

Footnote: taxes not listed in the table are paid from the Grant Recipient's own funds

11) Operating expenses (Table 24)

Table 24

					Amount	Justification of need and cost (links to the		
№	Name of operating expenses	Cost per unit Qt	- 1 110	1	2	3	4	Internet, links to commercial offers, descriptive justifications, links to letters)
1	Property lease (rent) of non-residential premises (offices)							
2	Banking services							
	•••							

Footnote: this item does not include the costs shown in Table 25

12) Other co-financed costs (Table 25)

Table 25

№	Naming of expenditures	Cost per	04	Qty Total cost	Amount/Stage				Justificatio
		unit	Qiy		1	2	3	4	n of need
1	Acquisition of premises								
2	Acquisition of a land plot								
3	Construction								
4	Utilities								
5	Stationery								
6	Post services								
7	Communication and telecommunications services								

Footnote: This line item includes costs from co-financing funds not included in the list of allowed from grant funds.

Appendix №3 to the Competition documentation for grant financing of the most promising projects for the commercialization of the results of scientific and (or) scientific and technical activities for 2024-2026

project

AGREEMENT ON JOINT ACTIVITIES IN THE IMPLEMENTATION OF THE RSSTA **COMMERCIALIZATION PROJECT**

 $N_{\underline{0}}$

c
, BIN/IDN in the person of (name and surname), acting on
the basis of (Articles of Incorporation, Power of Attorney of
to as "Party 1" (the Applicant), on the one hand,
BIN/IDN represented by (name and surname), acting on
the basis of (Charter, Power of Attorneyfrom20), hereinafter referred to as "Party 2"
(Potential Grant Recipient), on the other hand,
, BIN/IDN, represented by (full name), acting on the basis of
(Articles of Association, Power of Attorney dated20No), hereinafter referred to as "Party
3" (Potential private partner, on the other hand, hereinafter jointly referred to as "the Parties" have agreed
on the following:
1. Subject of the contract 1.1 The parties have agreed on the terms of the contract to invest co-financing funds % of the total
planned amount of grant funding (and provide material and technical basis (description of the object,
technical and economic specifications and other information, including information on the composition of
the property, technical condition, life, estimated initial, residual and replacement cost of the object,
technology and technological equipment, are listed in Appendix $N = 1$) - is indicated in the case of providing material and technical base
1.2 Party 1 provides Party 2 with comprehensive organizational and advisory support;
1.3 Party 3 provides Party 2 with material and technical basis for the implementation of the project on a
free of charge basis in accordance with Appendix 1 to this Agreement;
1.4 Party 3 invests co-financing funds in the amount of tenge in accordance with
the terms and requirements of the Grant Agreement for commercialization of the results of scientific and (or) scientific and technical activities;
1.5 Land plots or MTB for the period of implementation of the Project shall be provided on a temporary

- gratuitous basis;
- 1.6 During the execution of the agreement, the Parties shall be governed by the current legislation of the Republic of Kazakhstan.
- 1.7 The Parties confirm that they are familiar with the Competition documentation and are aware of the responsibility for the submission of false information on their eligibility, qualifications, qualitative and other characteristics, compliance with copyright and related rights, as well as other restrictions stipulated by the current legislation of the Republic of Kazakhstan to JSC "Science Fund".
- 1.8 The Parties assume full responsibility for the submission of such unreliable information in the application for participation in the competition for grant funding of projects for commercialization of the results of scientific and (or) scientific and technical activities and the documents attached thereto.

2. Rights and obligations of the Parties

In order to jointly implement the Project:

2.1. Party 1 is obliged:

- 2.1.1. within the limits of available resources, provide Party 2 with necessary consulting support, access to information resources and necessary technical means at the stage of implementation of the Project;
- 2.1.2. provide methodological support to Party 2 during the implementation of the Project;
- 2.1.3. provide Party 2 with access to the infrastructure necessary for implementation of the Project, if necessary, under the terms and conditions additionally agreed by the Parties in writing;
- 2.1.4. assist Party 2 in searching for customers and investors, as well as in promoting the Project's products on the market;
- 2.1.5. make all necessary efforts for the successful implementation of the Project.

2.2. Party 1 has the right to:

2.2.1. require Party 2 to comply with the terms of this Agreement.

2.3. Party 2 is obliged to:

- 2.3.1. make all necessary efforts, including the use of its own professional knowledge and skills, for the successful implementation of the Project;
- 2.3.2. observe the safety and integrity of the material and technical basis provided for use;
- 2.3.3. in case of violation of the conditions of Clauses 2.3.2. 2.3.3. to reimburse Party 3 for all direct and indirect losses incurred as a result hereof.

2.4. Party 2 has the right to:

- 2.4.1. demand from Party 3 to provide the material and technical basis for the project implementation on a free-of-charge basis;
- 2.4.2. demand that Party 3 invest co-financing funds in the amount of ______ tenge,

2.5. Party 3 is obliged to:

- 2.5.1. provide Party 2 with the material and technical basis for the implementation of the project on a free-of-charge basis;
- 2.5.2. make the investment of funds of co-financing and provide Party 2 with payment orders for the planned amount of co-financing in accordance with the terms and requirements of the Grant Agreement for commercialization of the results of scientific and (or) scientific-technical activities
- 2.5.3. make all necessary efforts, including use of own professional knowledge and skills, for successful implementation of the Project;
- 2.5.4. retain their rights to material and technical basis during the term of the Project implementation;
- 2.5.5. in case of violation of the conditions of Clauses 2.5.1. 2.5.5. in case of violation of conditions of Sections 2.5.1, 2.5.2 of this Agreement, compensate Party 2 for all direct and indirect losses incurred as a result thereof
- 2.5.6. assist Party 2 in search of customers and investors, as well as in promotion of the Project products on the market:
- 2.5.7. conclude the Grant Agreement for commercialization of the results of scientific and (or) scientific and technical activities in case of approval of the application for grant financing of the projects of commercialization of the results of scientific and (or) scientific and technical activities.

2.6. Party 3 shall have the right to:

- 2.6.1. demand observance of safety and integrity of the material and technical base provided for use;
- 2.6.2. Party 3 has no right to transfer for temporary possession and use (rent, lease) the material and technical base to other persons for the period of project implementation.

3. Profit Distribution

- 3.1 Distribution of profit received from joint activity is made after profit receipt within 30 (thirty) calendar days.
- 3.2 The profit received by the Parties as a result of their joint activity is distributed between the Parties in the following shares: Party 1 %, Party 2 %, Party 3 %.
- 3.3 All the profit received from the joint activity is subject to distribution between the Parties in the order established by this section.

4. Settlement of Disputes

- 4.1 In the event of disputes and disagreements in the course of implementation of this Agreement, the Parties shall take all reasonable measures to resolve them, which may arise in the course of joint activities of the Parties based on the Agreement, in an amicable manner, through negotiations.
- 4.2 In all other cases not covered by the Agreement, for failure to perform or improper performance of obligations under the Agreement, the Parties shall be liable to each other in accordance with the laws of the Republic of Kazakhstan.

5. Effective Term and Conditions of Termination of the Agreement

- 5.1 This Agreement shall enter into force from the date of its signing by the Parties.
- 5.2 This Agreement shall be valid for the entire term of the Grant Agreement for commercialization of the results of scientific and (or) scientific and technical activities.
- 5.3 In other cases, this Agreement may be terminated prematurely by agreement of the Parties and only with the written consent of the Joint Stock Company "Science Fund", with written notification of the Parties not less than 30 (thirty) calendar days prior to the proposed date of termination of this Agreement. In case of termination of the Contract by one of the parties, this party undertakes to pay a penalty in the amount of % of the amount of co-financing of the project by each of the parties.
- 5.4 Termination of this Agreement shall not entail termination of other contracts (agreements) concluded between the Parties.

6. Legal addresses

Side 1:	Side 2
Name of legal entity Registered address: Actual Address: BIN IIC BIC	Name of legal entity Registered address: Actual Address: BIN IIC BIC
Title	Title
Full Name Side 3 Name of legal entity Registered address: Actual Address: BIN IIC BIC Title	Full Name
Full Name	

	Appen	dix 1
to the Joint Activity	Agreement №	
from	202	year

The material and technical base to be provided for project implementation

(description of the object, technical and economic specifications and other information, including information on the composition of the property, technical condition, service life, estimated initial, residual and replacement value of the object, technology and technological equipment)

№	Object of the material and technical base (with technical characteristics and other information)	Owner of the property (object)	Name of documents of title	Location (address)
1	Production facility			
2	Office room			
3	Production equipment			
4	etc.			

Party 1: Name of legal entity. Registered address: Actual Address: BIN IIC BIC	Party 2: Name of legal entity. Registered address: Actual Address: BIN IIC BIC				
Position	Position				
Full Name	Full Name				
Party 3: Name of legal entity. Registered address: Actual Address: BIN IIC BIC					
Position					
Full Name					





Appendix №4 to the Competition documentation for grant financing of the most promising projects for the commercialization of the results of scientific and (or) scientific and technical activities for 2024-2026

Project

Presentation: 6 slides

Presentation Time: 3 minutes - 180 seconds

Recommendations:



- ✓ business style of design
- ✓ large font
- ✓ minimum of text
- ✓ literacy
- ✓ maximum visualization
- √ high quality photos

Project title

(Should be short, concise and clear)

☐ Applicant
□Private partner (if any)
□Planned project location
☐When requesting a grant amount
□Amount of co-financing
□Project goal
☐ Project objectives

Problem

- ☐ Who is the end user
- □What is the consumer's problem?
- ☐ How big is the problem?

Solution

- □What solution do you
- propose?
- □ Proposed product/service to
- market

R&D results

- ☐Scientific novelty
- □IP (if available)
- □Industrial design, prototype (if available)
- ☐ Results of commercialization work (if available)

- □ Potential market volume (TAM, SAM, SOM in monetary and quantitative terms)
- **□** Comparative table with analogues

Indicators	Your product/service	Analogue 1 (indicate the name and manufacturer)	Analogue 2 (indicate the name and manufacturer)	Analogue 3 (indicate the name and manufacturer)
Indicator 1 (name, unit of measure)				
Indicator 2 (name, unit of measure)				
Indicator 3 (name, unit of measure)				
Selling price, tenge				

Business-model

- ☐ Method of monetization, sales channels
- ☐ Business model structure
- ☐ Cost and selling price?
- ☐ Sales/profit plan for 5 years?

The project team

- ☐ Photos of project participants
- ☐ Role in the project and competence of each team member

Appendix №5 to the Competition documentation for grant financing of the most promising projects for the commercialization of the results of scientific and (or) scientific and technical activities for 2024-2026

project

Agreement grant for commercialization results of scientific and (or) scientific and technical activities N_2

c. Astana		""	202_
Joint Stock Company "Science Fund", herein	after referred to	as the "Found	dation", represented by
the Chairman of the Board of the Board of "" (Minutes $N_{\underline{0}}$). on the one Si	ide.	
BIN		. hereinaft	er referred to as the
, BIN		acting on the	basis of .
. BIN/IIN	, . hei	reinafter refe	rred to as the "private
partner", represented by	acting on the	e basis of	private
partner", represented by, BIN/IIN and, BIN, Recipient", represented by, Party_bereinafter jointly referred to as "Partie		hereinafter	referred to as "Grant
Recipient" represented by	acting on the h	asis of	on the other
Party, hereinafter jointly referred to as "Partie	es", or separately	as stated above	ve. taking into account:
1) Law of the Republic of Kazakhst			,
2) Law of the Republic of Kazakhsta			esults of scientific and
(or) scientific and technical activities";			0.00.00
3) The rules of basic and program-ta	argeted financing	of scientific	and (or) scientific and
technical activities, grant financing of scien		-	. ,
commercialization of the results of scientific			
of scientific organizations engaged in fundar	` /		
the Acting Minister of Science and Higher Ed			•
6, 2023 № 563		r	
4) the decision of the National Scient	ence Council dat	ed	No in
the direction of "Commercialization of the r			
activities";		(61) 2	
5) the application of Grant recip	ient No	acco	ording to the project
"	".		ruming to the project
have concluded this Agreement on the provis	- ' ion of a grant for	the commerc	ialization of the results
of scientific and (or) scientific and technical a	-		
implementation of the project by the Gran			
(further - the Contract).			
The winner of the competition, the Grant reci	pient, and the pri	ivate partner l	nereby certify that they
are familiar with the Competition docume	• •	-	
Kazakhstan, and internal regulatory documen			-
fund.kz, regulating the procedure for financ			
grant funds (ATUAF) for the commercializat			

technical activities (hereinafter - RSSTA).

Definitions and Interpretations

The following terms are used in this Agreement:

- 1) project manager an employee of the Foundation's project directorate appointed by a decision of the Foundation's Management Board to support, coordinate, promote the project and the ATUAF for the entire term of its implementation and the validity of this Agreement;
- 2) Competitive Application a list of necessary documents for participation in the competition for grant financing of the most promising projects of commercialization of RSSTA, which includes technological and economic plans of project implementation, copies of the certificate of accreditation of the applicant as a subject of scientific and (or) scientific and technical activity, copies of the registration and information card of the final report on scientific and (or) scientific and technical activity with the number of state registration and certified by the seal of the Expression Center;
- 3) Winner of the competition an accredited subject of scientific and (or) scientific and technical activities:
- 4) Grant Recipient a legal entity, implementing the project of commercialization of the results of scientific and (or) scientific and technical activities in accordance with this Agreement;
- 5) Private partner an individual entrepreneur, simple partnership, consortium or a legal entity, except for the persons, acting as public partners, which have concluded the contract of public-private partnership;
- 6) Project of commercialization of the results of scientific and (or) scientific and technical activities a document that includes the content of the intended work aimed at the practical application of the results of scientific and (or) scientific and technical activities, including the results of intellectual activity in order to bring new or improved goods, processes and services to the market, aimed at generating income, provided by this Agreement;
- 7) monitoring inspection of the progress of implementation of the Project by the JSC "National Center of the State Scientific and Technical Expertise";
- 8) ATUAF analysis of the intended use of the allocated funds without visiting the places of implementation of the Projects by analyzing and summarizing information on the fulfillment of their obligations by the Grant recipients, on the basis of the documentation and information provided by them;
- 9) on-site ATUAF comprehensive verification of Grant Recipients' activities and progress in the implementation of projects through on-site inspections in order to establish the reliability of the documents and information submitted to the Fund by comparing and analyzing them with the primary financial and technical documentation;
- 10) Post-grant ATUAF evaluation of the effectiveness of the Project, according to the reports submitted by the Grant Recipients to the Fund, once every six months in accordance with Appendix 4 within 3 (three) years from the date of completion of the Project, not later than January 10 and July 10 of each year;
- 11) Independent Expert a natural person who presents an expert opinion, has higher education, work experience of at least ten years, or at least five years in the case of having a degree of Candidate of Sciences, Doctor of Sciences or PhD in the branch of activity in which he intends to act as an expert.

Note: Other specific terms and abbreviations used in the text of this Agreement shall be used in accordance with the meaning set forth in the above normative legal acts of the Republic of Kazakhstan and the Fund's internal normative documents, and in their absence, in accordance with the meaning set forth in the current legislation of the Republic of Kazakhstan.

1. Subject of the Agreement

1.1 The Fund provides the Grant Recipient with a grant on a non-repayable basis for commercialization of results of scientific and (or) scientific and technical activities (hereinafter referred to as RSTAT) for implementation of " Project

(hereinafter referred to as the Project) in the amount of () tenge,
including VAT, the amount for 202year is() tenge
tiyn, including VAT (without VAT).
1.2 The term of Project implementation makes up () month(s).
1.3 The expected result of implementation of the Project by the Grant Recipient is:
1) The volume of profits under the project implementation at the time of completion (must be at
least 15% of the grant amount).
1)
1.4 Attached to this Agreement are:
a time schedule (Appendix 1);
the estimate of costs (Appendix 2);
a form of interim/final report of the ATUAF (Appendix 3);
the form of the report on the analysis of the effectiveness of the Project (hereinafter - the report)
(Appendix 4);
The appendices referred to in this clause shall be integral parts of this Agreement. 1.5.

1.5 The replacement of the Winner during the implementation of the Project is not allowed.

2. Rights and obligations of the Parties

2.1 The Fund has the right to:

- to request from the Winner of the competition, Grant Recipient and/or private partner(s) (to be specified if private partner(s)) any documents and information regarding the Project at any stage of its implementation under the Contract;
- Analyze documents submitted by the Grant Recipient confirming the implementation of activities under the Agreement for the relevant stage/period of time, including documents confirming the fact of payment by the Grant Recipient for: goods supplied, work performed, services provided (contracts, acts of work performed, other documentation, etc.)
- To conduct ongoing ATUAF (in-house, on-site and post-Grant Recipient) of the implementation of activities and declared costs of the Grant Recipient, both independently and by attracting specialized organizations, independent experts;
- initiate the issue of amendments and/or additions to the Agreement, including the reallocation of funds under the Agreement and other changes and/or additions to the Project implementation within the monetary amount specified in clause 1.1 of this Agreement, based on the results of the ATUAF;
- In the event of any non-compliance with this Agreement in the course of the ACRIS, to demand that the Grant Recipient rectify the violations within ten (10) working days of receipt of the notification from the Foundation;
- Terminate this Agreement by unilaterally withdrawing from this Agreement in the event of document forgery or falsification, submission of unreliable information, or failure to perform planned activities under this Agreement, subject to subparagraph 5) of paragraph 2.1. hereof;
- Refuse to provide the Grant Recipient with the grant funds for the implementation of the Project, in case the Grant Recipient and/or private partner fail to fulfill their obligations and/ or fail to fulfill the terms and conditions of this Agreement
- Demand that the Grant Recipient return all previously transferred grant funds within the framework of this Agreement within the prescribed period of time, in case of a failure by the Grant Recipient and/or by the private partner to fulfill their obligations and/or to fulfill the terms and conditions of this Agreement;
- 9) to return the reports to the Grant Recipient for revision;
- Engage experts to conduct an independent expert review of the results of the 10) implementation of the Project and/or its stages;
- to appoint a new project manager during the term of this Agreement, post-grant ATUAF, with subsequent notification to the Grant Recipient in writing;

- 12) to take, in relation to this Contract, the enforcement measures provided by the legislation of the Republic of Kazakhstan and this Contract, aimed at eliminating violations and ensuring the fulfillment of the terms and obligations of this Contract, including
- require the Grant Recipient to submit interim and final ATUAF on the Project in accordance with the terms of this Contract;
- If necessary, initiate and conduct an unscheduled onsite ATUAF;
- Demand that the Grant Recipient strictly comply with all terms and conditions of the Agreement, including measures to promote the Project;
- 13) Use at its own discretion the information and documentation received from the participants in the implementation of the Project, except for the information recognized by the Parties as confidential;
- 14) To demand from the Grant Recipient the return of all previously transferred grant funds under this Agreement within the specified period of time, in case of unilateral termination of the Agreement by the Fund in accordance with clause 9.1. of this Agreement.

2.2 The Fund undertakes:

1) to carry out a phased allocation of grant funds for commercialization of RSSTA, according to the terms of this Agreement, as well as according to Appendices 1, 2 and 4 to this Agreement (subject to the Grant Recipient's obligations on co-financing), in accordance with the Funding Plan of the administrator of the budget program".

2.3 The project manager has the right:

- 1) require the Grant Recipient to submit, interim and final reports on the Project in accordance with the terms of this Agreement;
- 2) to initiate an on-site ATUAF, if necessary, in accordance with the requirements of the documents regulating the procedure for conducting the ATUAF of the Projects;
- 3) Demand that the Grant Recipient perform activities to promote the Project in accordance with the approved "Project Promotion Work Plan" for the relevant stage;
- 4) Receive from the Foundation, the Grant Recipient, the Winner and/or the private partner information and documentation, including confidential, to the extent necessary for the successful implementation of the Project;
- 5) make proposals for changes/additions to the Fund in terms of the use of purchased/performed goods, works and services under this Agreement;
- 6) to contribute to the coordination of activities for the management and promotion of the Project, the system of documentation and procedures, and strategies for the implementation of the Project;
- 7) to assist in organization of events (conferences, trainings, trips, etc.) to promote the Project;
- 8) if necessary, within the framework of the project implementation, as well as for the purposes of the Project promotion, hold meetings with potential buyers, partner organizations, media structures, etc:
- 9) Make decisions within their competence, established by the terms of this Agreement and the normative documents of the Fund.

2.4 The project manager shall:

- 1) Ensure compliance with all applicable regulatory requirements of the Fund for the Project's ATUAF;
- 2) To conduct the ATUAF and coordination of works on promotion of the Project during its implementation period in accordance with the terms of this Agreement;
- 3) initiate the suspension of the financing of the Project if the Grant Recipient is found to be in non-compliance with the terms and conditions of this Agreement;
- 4) Keep the necessary documentation related to the implementation of the Project;
- 5) Notify the management of the Fund in a timely manner on the risks of the implementation of the Project;
- 6) Analyze the reports submitted by the Grant Recipient and, based on their results, prepare a relevant opinion on the progress of the Project;

7) To prepare materials on the Project for submission to the authorized body/designee of the Fund, the National Science Council, experts, if necessary.

2.5 The Grant Recipient has the right:

- 1) receive a grant for commercialization of RSSTA in the manner and on the terms and conditions of this Agreement;
- 2) use the results of the Project for the purposes of registration, patenting, licensing, sale of intellectual property rights, implementation into production;
- 3) take appropriate measures to protect confidential (proprietary and commercial) information and intellectual property;
- 4) to dispose of received products, results of implemented/developed technology, profits and other revenues received as a result of commercialization of RSSTA.

2.6 The Grant Recipient shall be obliged:

- 1) to register for value added tax from the moment of signing the contract until the completion of the project;
- 2) in case of any problematic issues of financial, administrative or contractual nature, in the implementation of the activities under this Contract, to notify the Fund in writing in a timely manner;
- 3) to provide the Fund with the reports stipulated in Section 4 and Appendices 3 and 4 of this Agreement in a timely manner and in accordance with the established procedure;
- 4) to ensure the implementation of the measures envisaged in the framework of the Agreement in accordance with Appendices 1 and 2 of this Agreement;
- 5) to provide, at the request of the Fund and (or) the manager, financial and other documents related to the implementation of the project, including information on the current implementation of activities provided for in Appendices \mathbb{N}_2 1, \mathbb{N}_2 2;
- 6) to eliminate the comments submitted by the Fund, including the project manager on all reports within the prescribed period of time;
- at the written request of the Foundation, to return to the Fund the previously received grant funds in full, in case of failure to fulfill the obligations and (or) violation of the terms of this Agreement, as well as in case of termination of the Agreement by the Fund unilaterally in accordance with clause 9.1. of this Agreement within the prescribed period;
- 8) Provide unimpeded access of the project manager and (or) representatives of the Fund to the Grant Recipient's territory and (or) the Project site in order to conduct the on-site ATUAF;
- 9) Immediately inform the Fund in writing if the Grant Recipient discovers any circumstances that prevent the implementation of the Project as a whole or the impracticality of its implementation;
- 10) within 10 (ten) working days after the end of the implementation period of the Project to return to the Fund the unused part of the grant funds as reflected in the interim (final) report, or revealed by the Fund in the results of the camera ATUAF;
- 11) in the event that the Fund discovers in the course of the ATUAF that measures under this Agreement have not been implemented, to remedy violations within ten (10) working days of receipt of a notification from the Fund;
- 12) Keep separate accounting of cash and property received under this Agreement from other cash and property owned and used by the Grant Recipient;
- During the implementation of the Project, ensure the purchase of new, unused goods with a warranty period of service (if possible), appropriate certification, safety, as well as provide protection against risks arising from the purchase, transportation, delivery of equipment to the place of use and (or) installation (if necessary insurance, etc.)
- 14) to familiarize themselves with the internal regulatory documents of the Fund, NCSTE, posted on the official sites (rules, guidelines, procedures, etc.) governing the procedures of monitoring and ATUAF and implementation of the Projects and to comply with them;
- keep this Agreement, documentation, all records related to this Agreement and the Project for at least five (5) years from the date of termination of this Agreement;

- 16) place the Fund's logo on the equipment purchased with the grant funds and the results of the Project;
- 17) include the following sentence in all public statements and publications related to the Project implemented under this Agreement (including written, audio and video materials, electronic publications, etc.) "The present Project is carried out/is carried out within realization of grant financing of commercialization of the RSSTA, financed at the expense of money of the State Institution "Committee of Science of the Ministry of Education and Science of the Republic of Kazakhstan";
- 18) include the following sentences on the packaging (labels) of the final product obtained in the framework of the project: "Product of Kazakhstani Science" and "Funded by JSC "Science Fund";
- 19) not to unilaterally terminate the contract/agreement on joint activities with the private partner until the expiry of this Agreement;
- 20) upon written request of the Fund, provide financial statements and other information relating to the implementation of the project;
- 21) ensure proper accounting and reporting, analysis of the actual cost of work performed / services rendered in the context of stages and activities;
- 22) ensure the investment of co-financing funds into the current account of the Grant Recipient

 № KZ _____ in the branch ____ in the city of ____

 to the extent provided for in this Agreement;
- 23) to ensure the receipt of commercial income from the implementation of the Project in the Grant Recipient's current co-financing account;
- 24) to ensure the achievement of the volume of sold products (rendered services) in accordance with Appendix 4 to this Agreement. At the end of the project implementation the volume of income should be at least 15% of the grant amount.
- To ensure the continuation of the project implementation within 3 years after its completion (post-grant period);
- 26) The Grant Recipient shall, prior to the transfer of the first tranche of the grant amount for each stage, provide a certificate from the second-tier bank (STB) confirming the availability of cofinancing funds of at least 30% of the co-financing amount for this stage.
- to ensure unhindered access of representatives of the NSCTE to the territory of the Grant Recipient and (or) the place of implementation of the project for the purpose of Monitoring;
- 28) to provide, at the request of representatives of the NSCTE, all necessary documents related to the implementation of the project for the period of monitoring;
- 29) issue an electronic invoice (hereinafter referred to as an e-invoice) for the act of completed work/services rendered between the Fund and the Grant Recipient. In case of identification of the unused part of the grant funds reflected in the interim (final) report, or identified by the Fund based on the results of the ATUAF, an additional e-invoice with a "-" sign should be issued for the amount of the unused part of the grant funds;
- 30) in case of revocation of e-invoice by the Grant recipient, the Grant recipient shall pay a penalty fee for each day of delay in fulfilling the tax obligation to pay taxes and payments to the budget, starting from the day following the deadline for submitting the Fund's tax return for the relevant tax period, in which the amount of VAT on the received e-invoice is accepted until the moment this e-invoice is provided anew in the amount of 1.25 times the base rate of the National Bank of the Republic of Kazakhstan in accordance with paragraph 2 of art. 117 of the Code of the Republic of Kazakhstan "On Taxes and other mandatory payments to the budget (Tax Code)", for each day of delay at their own expense. In case of failure to submit the e-invoice, the Grant recipient shall repay the penalty for each day of delay in fulfilling the tax obligation to pay taxes and payments to the budget, starting from the day following the deadline for submitting the Fund's tax return for the relevant tax period, in which the amount of VAT on the received e-invoice is accepted until the Fund or the tax authority identifies the revocation.

- **2.7** The Grant Recipient has no right to use the funds and property of the grant for other purposes not related to the implementation of the project.
- **2.8.** Co-financing funds are spent in full and exclusively on the goals and objectives of the Project at each stage of the project.
- **2.9.** The Grant Recipient is prohibited from any encumbrance of funds and/or property acquired during the implementation of this Agreement.
- **2.10.** The Grant Recipient implements the Project in the territory of the Republic of Kazakhstan.
- **2.11.** The composition of the project team shall amount to at least four (4) but not exceed six (6) people. The project manager shall be a citizen of the Republic of Kazakhstan.

The Grant Recipient shall enter into an employment contract with the project manager for the entire duration of the Project, with a specified full-time working schedule.

Replacement of members of the project team, except for the head, at any stage of the Project implementation is allowed with the written approval of the Fund.

- **2.12.** The Winner of the competition, the Grant Recipient, and the private partner(s) shall be prohibited from replacing the Winner from the date of signing and during the term of this Contract.
- **2.13.** The Grant Recipient may not purchase goods, works and services at the expense of the grant from the Parties involved in the implementation of the project.

2.14. The Winner of the competition:

- 1) is obliged to transfer to the Grant Recipient the rights to use the RSSTA related to the implementation of the Project by means of concluding a relevant agreement for the term of this Contract, with subsequent submission of supporting documents to the Foundation.
- 2) shall monitor the implementation of the project by the Grant Recipient in a timely manner, reporting and use of the grant funds in accordance with the cost estimate and calendar plan of this Agreement. In case of the Grant Recipient's failure to fulfill the terms and conditions of this Agreement, the Grant Recipient shall bear the joint and several responsibilities.
- 3) is obliged to ensure the investment of co-financing funds into the current account of the Grant Recipient № KZ_______ in the branch______ in the city of ______ at least 30% of the amount of co-financing of this stage before the transfer of the first tranche of the grant amount for each stage in the amount provided for in this Agreement (subparagraph 3) of paragraph 2.14. applies if there is co-financing from the funds of the Winner of the competition).
- **2.15.** The private partner has the right (paragraph 2.15 is applied in case of co-financing by the private partner)
- 1) receive from the Grant Recipient and the Fund all necessary information and documentation related to the implementation of the project;
- 2) together with the Grant Recipient dispose of the products received, results of the implemented/developed technology, profits and other revenues received as a result of commercialization of RSSTA on the basis of the relevant agreement or agreement on joint activities.
- **2.16.** The private partner is obliged (paragraph 2.16 is applied in case of co-financing by the private partner):
- 1) must ensure that co-financing funds are deposited into the Grant Recipient's current account KZ in the branch in not less than
- 30% of the amount of co-financing of each stage before the transfer of the first tranche of the grant amount for each stage in the amount stipulated by this Agreement;
- 2) provide all necessary information and documentation related to the implementation of the project at the first request of the Foundation;
- 3) not to unilaterally terminate the Joint Activity Agreement with the Grant Recipient prior to the expiration of this Agreement.
- **2.17.** The list of rights and obligations provided by this Section is not exhaustive, the Parties have other rights and obligations under the laws of the Republic of Kazakhstan.

2.18. The Winner of the competition, private partner, Grant Recipient shall not be entitled to transfer the rights and obligations under this Agreement to third parties without the approval of the Foundation.

3. Payment procedure

- **3.1.** In order to disburse funds from the grant, the Grant Recipient must open a separate "escrow" bank account with a second-tier bank, which is a resident of the Republic of Kazakhstan, on terms satisfactory to the Fund (hereinafter the "Escrow Account"). The cost of opening a bank account shall be borne by the Grant Recipient. The Grant Recipient shall be responsible for any damage incurred from improper use and characteristics of the bank account. The Grant Recipient shall also be responsible for the late transfer of the funds by the second-tier banks (hereafter referred to as the "STB") or failure to transfer the grant funds through escrow receipts to the Grant Recipient. The remaining undisbursed grant funds in the bank accounts after the end of the implementation period of the Project or the implementation period of the Agreement shall be returned to the accounts of the Fund.
- **3.2.** The Grant Recipient's escrow account shall be used only for the purpose of disbursing the grant. Grant monies shall be used solely for the purpose of covering the expenses set forth in the Calendar Plan and the Cost Estimate, which are an integral part of this Agreement.
- **3.3.** The transfer of funds for each stage will be carried out in the following order:
- 1) advance payment in the amount of no more than 50% of the amount of the first stage within 10 (ten) working days from the date of signing the Agreement, subject to the fulfillment of subparagraph 26) of paragraph 2.6. of this Agreement, advance payment in the amount of no more than 50% of the amount of subsequent stages according to the financing plan of the State Institution "Committee of Science of the Ministry of Science and Higher Education The Republic of Kazakhstan"
- 2) further payment for each of the tranches will be made after the Grant recipient provides reporting, a signed act of completed work/services rendered between the Foundation and the Grant recipient in accordance with the financing plan of the State Institution "Committee of Science of the Ministry of Science and Higher Education of the Republic of Kazakhstan" and an electronic invoice, subject to the following conditions:
- grant funds are used exclusively for the purposes of implementing the activities specified in Section 1 of this Agreement and in accordance with Appendix 2 to this Agreement;
- works/services for the grant implementation stage are performed/rendered on time and in full in accordance with Appendices 1, 2 to this Agreement. The stage ends on December 31 of the corresponding calendar year.
- **3.4.** The Grant Recipient receives the right to receive financing for the next stage on the basis of a positive decision of the National Science Council on approval of the interim report, confirmation of the refund of savings amounts for the previous stage and a signed document on the refund of funds from the buyer for the amount of the identified savings.
- **3.5.** Transfer of the grant funds for commercialization of RSSTA to the Grant Recipient shall be made in accordance with the terms of the concluded Grant Agreement for commercialization of RSSTA in stages, on the basis of the approved interim report of National Science Council (except for payment of the first tranche). The Fund reserves the right to make claims for the return of grant funds spent not in accordance with this Agreement, on reports recognized by the Fund as unsatisfactory.
- **3.6.** Based on the results of the review of the interim report and/or final report as well as the interim and/or final ATUAF, the Fund may make claims to the Grant Recipient for the return of the grant funds not utilized and/or not spent in accordance with this Agreement, for the entire duration of the Project.
- **3.7.** In case of non-disbursement of funds under the previous stage, the amount of savings is subject for refund to the Fund within 10 (ten) business days from the date the Fund sends the appropriate notification to the Grant Recipient based on the interim/final ATUAF.

- **3.8.** The facts of misuse of funds and encumbrance of property may be established on the basis of the Project's ATUAF and shall be the basis for reclaiming all previously transferred grant funds under this Agreement and demanding payment of a fine (penalty fee).
- **3.9.** The grant monetary amount under this Agreement may not be revised upward except in accordance with the relevant decisions of the National Science Councils.
- **3.10.** The grant funds transferred to the Grant Recipient shall be refunded in full within ten (10) working days by direct cashless transfer to the Foundation's bank account in the event of a breach by the Grant Recipient of the conditions specified in paragraph 9.1. of this Agreement.

4. Reporting procedure and form

- **4.1.** The Grant Recipient shall submit to the Fund the reports upon the completion of all works on the relevant stage according to the Calendar Plan to this Contract and the final report after the completion of all works under this Contract according to the Calendar Plan. The reports shall be submitted in the form in accordance with Appendix 3 to this Agreement on paper and electronically with all documents confirming the fact of work completion attached.
- **4.2.** The procedure of submission, execution and requirements to the content, as well as terms of consideration of the reports are regulated by internal normative documents in the sphere of commercialization of RSSTA.
- **4.3.** In case the submitted report is recognized as unsatisfactory by the Foundation, the notification on this fact shall be sent to the Grant Recipient not later than fifteen (15) calendar days from the date of receipt of the interim report and not later than twenty (20) calendar days from the date of receipt of the final report.

The Grant Recipient shall, within ten (10) working days of receipt of the notification, eliminate the comments submitted and submit the corrected report and/or requested documents to the Foundation.

- **4.4.** The basis for the completion of the Project shall be the final report on the completion of activities under the Contract, acts of performed work (rendered services), invoice and the relevant decision of the National Science Council.
- **4.5.** Upon signing this Agreement, the Grant Recipient shall submit to the Fund a report on the analysis of the effectiveness of the implementation of the Project in the form, according to Appendix 4 to this Agreement, with the completed column "Indicators at the beginning of the project implementation", and filled in the planned indicators for each year of the Project and three post-implementation years of the Project.
- **4.6.** The Grant Recipient undertakes at the end of each quarter before the completion of the Project to submit to the Fund a report on the analysis of the effectiveness of the Project implementation, in comparison with the previously submitted report, in the form, according to Appendix 4 to this Agreement, where the column "Fact" for the past period must be completed.
- **4.7.** The Grant Recipient shall within three (3) years from the date of completion of the Project, at the end of each quarter, within the post-grant period, submit to the Fund a report on the analysis of the effectiveness of the Project implementation, compared with the previously submitted report, in the form as per Appendix 4 to this Agreement.
- **4.8.** The Fund carries out ATUAF of the Project implementation in accordance with the relevant internal normative documents of the Fund.

5. Confidentiality

5.1. The Parties have agreed to consider as confidential the following information: correspondence between the Parties in relation to this Agreement, invoices, certificates, any other documentation related to this Agreement and the Project, which is not intended and (or) is not publicly available to third parties.

In this regard, the Parties undertake to take necessary measures to protect confidential information and not to disclose it to third parties without prior consent of the other Party, except for the shareholder of the Fund, the authorized body in the field of science, other state bodies (The Supreme Audit Chamber of the Republic of Kazakhstan and its structural divisions (state audit), law enforcement and special agencies), disclosure of information on the Project to which is caused by the requirements of the current legislation, or acts or instructions of higher state authorities, contracts for the state task. Confidentiality conditions remain in force during the validity period of this Agreement and within 3 years after the termination of the relationship under this Agreement.

- **5.2.** The obligations of the Parties under this Agreement concerning confidentiality and non-disclosure of information shall not apply to publicly available information.
- **5.3.** The Grant Recipient shall provide the Fund with copies of public statements and publications related to the Project implemented under this Agreement.

The Fund reserves the right to reproduce or otherwise use publications by the Grant Recipient and/or its representatives without compensation.

- **5.4.** In order to inform the public, the Fund shall have the right to publish and issue other informational materials, without the Grant Recipient's approval, on the basis of the reports and information submitted by the Grant Recipient, on the progress of the Grant Recipient in the implementation of the Project.
- **5.5.** The Grant Recipient shall notify the Fund in advance of scheduled meetings, press conferences and other important events held on the subject of the Project implemented in accordance with this Agreement.
- **5.6.** Confidential information may be transferred by one of the Parties without the consent of the other Party to the public authorities, as well as in other cases and in the manner prescribed by the legislation of the Republic of Kazakhstan.

6. Responsibility of the Parties

- **6.1.** The Grant Recipient shall undertake full responsibility for untargeted and inefficient use of the grant funds as well as for the procedures of procurement of goods, works and services in accordance with the current legislation of the Republic of Kazakhstan.
- **6.2.** The winner of the competition, the private partner shall be jointly and severally liable with the Grant Recipient for failure to achieve the results in the implementation of the Project.
- **6.3.** The winner of the competition, the private partner and the Grant Recipient shall be responsible for the accuracy of the information provided. In case the Grant Recipient submits unreliable information, fails to fulfill his/her obligations and/or other conditions of this Agreement, the Fund shall be entitled to unilaterally cancel this Agreement and demand a refund of all previously transferred grant funds as well as the payment of penalties in the manner and amount specified in clauses 6.4., 6.5. and 6.6. of this Agreement.
- **6.4.** In the case of a Grant Recipient's failure to submit a report within the terms stipulated in this Agreement, with the exception of cases of delay, the Fund shall have the right to charge and the Grant Recipient shall be obligated by the Fund to pay a fine in the amount of 0.1% of the monetary amount of the stage for each day of delay, but not more than 10% of the monetary amount of unmet obligations, and submit the report within ten (10) business days from the date of receipt of notification from the Foundation.
- **6.5.** In the case of a failure by the Grant Recipient to submit a report on the analysis of the effectiveness of the implementation of the Project within the terms stipulated in this Agreement, the Fund shall have the right to recover and the Grant Recipient shall be obligated to pay a fine of 0.1% of the total cash amount of the grant for each day of delay, but not more than 10% of the total cash amount of the grant and submit a report within ten (10) business days from the date of receipt of notification from the Foundation.
- **6.6.** In the case the Grant Recipient fails to comply with the terms specified in subparagraphs 5), 6), 7), 10), 11), 29) of paragraph 2.6 of this Agreement, the Fund shall have the right to charge and the Grant Recipient shall be obligated by the Fund to pay a fine of 0.1% of the total grant amount for each day of delay, but not more than 10% of the total grant amount.
- **6.7.** The Fund shall not be liable for any claims made by anyone against the Winner of the Competition, the private partner and/or the Grant Recipient on any matter that may arise during

the implementation of this Agreement, nor for damages caused intentionally or unintentionally to anyone as a result of the use of grant funds, nor for the methods and results of the Project.

- **6.8.** The Grant Recipient shall be solely responsible for ensuring that the goods procured have a warranty period of service (if possible), appropriate certification, safety, and for providing protection against the risks arising from the purchase, transportation, delivery of the equipment to the site of use and/or installation.
- **6.9.** In the case of a breach by the Grant Recipient of subparagraph 23), paragraph 2.6 of this Agreement, the Fund shall have the right to recover and the Grant Recipient shall be obligated by the Fund to pay a fine of 0.1% of the total monetary amount of the grant for each day of default, but not more than 10% of the total monetary amount of the grant.
- **6.10.** In the event that the private partner fails to comply with paragraph 2.16.(1) of this Agreement, the Fund shall have the right to recover and the private partner shall be obligated to pay a fine of 10% of the total amount of the co-financing of the corresponding stage at the request of the Foundation. However, payment of the fine shall not relieve the private partner from the fulfillment of subparagraph 1), paragraph 2.16. of this Agreement (paragraph 6.10 is applied in the case of co-financing from the Private Partner's funds).
- **6.11.** In the event the Grant Recipient fails to comply with subparagraph 21), paragraph 2.6, of this Agreement, the Fund shall have the right to charge and the Grant Recipient shall be obligated by the Fund to pay a fine of 10% of the total amount of co-financing of the corresponding stage. In such a case the payment of the fine shall not exempt the Grant Recipient from the fulfillment of subparagraph 24) clause 2.6. of this Agreement. (the paragraph 6.11 is applied in case of availability of co-financing from the Grant Recipient's monetary funds).

7. Anti-corruption conditions

- **7.1.** Each Party (which term for purposes of these provisions shall include all officers, executives, employees, representatives and other persons employed by or acting on behalf of a government entity or quasi-public sector entity) agrees that it will not, in connection with the implementation of the Project under this Agreement, pay or attempt to pay bribes, commercial bribes (including, without limitation, money, securities, other property, and illegal services to it
- **7.2.** Each Party declares and guarantees to the other Party that prior to the date of signing this Agreement it has not given and has not attempted to give bribes, perform commercial bribery to the parties involved in order to establish and (or) prolong any business relations with the other Party in connection with this Agreement.
- **7.3.** Each Party acknowledges and agrees that it has become familiar with the legislation of the Republic of Kazakhstan on combating corruption and counteraction to legalization (laundering) of proceeds of crime and terrorist financing and will comply with the specified norms.
- **7.4.** Each of the Parties agrees that it will not commit and will not allow with its knowledge any actions which will lead to violation by the other Party of the applicable laws in the field of combating corruption and counteraction to legalization (laundering) of proceeds from crime and financing of terrorism.
- **7.5.** The Parties agree that their accounting records shall accurately and correctly reflect all payments made under this Agreement.
- **7.6.** If either Party becomes aware of an actual or suspected violation of any of these anti-corruption and anti-money laundering provisions, it shall immediately notify the other Party and assist it in investigating the matter and providing information.
- 7.7. The Parties agree to develop for their employees and follow the policies and procedures for combating corruption, anti-money laundering and countering the financing of terrorism necessary to prevent the said offenses.
- **7.8.** Each Party undertakes, if any, to ensure that its co-executors and third parties providing services on its behalf under this Agreement comply with the procedures for prevention of corruption and money laundering.

7.9. Parties to the Agreement may report facts of violation of anti-corruption legislation anonymously to the email address of the Fund's compliance officer: fn-antikor@science-fund.kz.

8. Environmental requirements

- **8.1.** In order to ensure safety and environmental protection, the Grant Recipient shall, in the implementation of the Project under the execution of this Agreement, undertake:
- 1) to follow and guarantee compliance with all existing environmental, sanitary and hygienic, and other special requirements (norms, rules, regulations) of the legislation of the Republic of Kazakhstan in the field of environmental protection, land, water, forest legislation of the Republic of Kazakhstan, legislation of the Republic of Kazakhstan on subsoil and subsoil use, in the field of protection, reproduction and use of fauna and other legislation of the Republic of Kazakhstan on the protection and use of natural resources to provide the environment
- 2) provide energy, water and heat saving and rational use of energy resources at the stages of transmission, distribution and consumption of electric energy, water resources and heat energy;
- 3) Ensure resource saving, more efficient use of non-renewable natural resources and other energy sources;
- 4) ensure a high level of environmental protection aimed at preventing environmental pollution (environmental pollution means the presence of pollutants, heat, noise, vibrations, electromagnetic fields, radiation in quantities (concentrations, levels) exceeding the environmental quality standards established by the state), preventing environmental damage in any form and ensuring elimination
- 5) to strengthen law and order in the field of environmental protection and ecological safety (ecological safety as an integral part of national security is understood as a state of protection of rights and vital interests of a human, society and state from threats, arising as a result of anthropogenic and natural impacts on environment)
- 6) minimize the negative impact of their activities on the environment, to take all possible measures to preserve the climate and biodiversity of the Republic of Kazakhstan;
- 7) to promote involvement of the project team in activities to reduce environmental risks, improve environmental management system and performance indicators in the field of environmental protection;
- 8) carry out the environmental policy of the Republic of Kazakhstan by fixing the relevant conditions in the contracts for the payment of services of third parties involved in the implementation of the Project;
- 9) interact with the public, government agencies, civil society structures, other persons interested in its environmentally safe activities.

9. Terms and procedure for termination of the Contract

- **9.1.** The Fund has the right to unilaterally withdraw from this Agreement in the following cases:
- 1) The Grant Recipient has not paid the fine and (or) has not submitted a report within the terms according to clauses 6.4, 6.5, 6.6 of this Agreement;
- 2) the obligations to invest the Grant Recipient's own (or other attracted) funds in the implementation of the Project, in accordance with the terms and conditions of this Agreement, have not been fulfilled:
- 3) facts of falsification of documents and/or submission of unreliable information by the Grant Recipient have been revealed;
- 4) the Grant Recipient has not used the grant funds for their intended purpose;
- 5) The Grant Recipient fails to fulfill any obligations assumed under this Agreement;
- 6) the composition of the project team is changed without appropriate coordination with the Foundation, including in case of loss by the Grant Recipient of the rights to the intellectual property indicated in the application for the grant for commercialization of the RSSTA;

- 7) The Grant Recipient becomes bankrupt or insolvent, is in the process of liquidation, recognized as bankrupt by a court decision, whose property is seized, and/or its economic activity is suspended;
- 8) lack of sufficient funds to finance the Project, in connection with the termination/reduction of the amount of money to finance the Project by the authorized body in the field of science, or adoption of acts, decisions, orders by the executive body of the Fund on the basis of the decision of the National Science Council for the relevant direction to suspend or terminate such financing in general or for the Project;
- 9) in other cases stipulated by the Agreement and the legislation of the Republic of Kazakhstan.
- the fact of double financing identified and confirmed by the decision of the NRC.
- 9.2. In case of unilateral termination of the Agreement by the Fund in accordance with subparagraphs 1)-7) and 9) -10) of paragraph 9.1, the Grant Recipient undertakes to return the previously received grant amount for commercialization of RSSTA and to pay penalties provided by this Agreement within 10 (ten) working days from the date of the written demand by the Foundation, regardless of the acts of performed (provided) work/services signed by the parties.
- **9.3.** In case of unilateral termination of the Agreement by the Fund in accordance with subparagraph 8) of paragraph 9.1, the Grant Recipient shall submit a report on the completed activities with all the supporting materials and documents specified in clauses 4.1., 4.2., 4.3. of section 4 of this Agreement.
- **9.4.** This Agreement may be terminated by a court and (or) NNS decision or in the event of the circumstances set forth in this Agreement.

10. Force Majeure

- 10.1. The Parties shall be excused from liability for partial or full failure to perform their obligations under the Agreement if such failure is caused by force majeure: acts of war, natural disasters, strikes, riots or other industrial events (except where such strikes, lockouts or other industrial events are under the control of any Party seeking to prevent Force Majeure), prohibitive or restrictive measures of public authorities and other extraordinary The fact of force majeure must be confirmed by the relevant document. The term of performance of obligations under the Agreement shall be extended for the duration of such circumstances.
- **10.2.** Force majeure does not cover any events caused by negligence or deliberate action of the Parties or their representatives and personnel, as well as any events that the Parties could have foreseen with due diligence to take them into account when entering into this Contract and to prevent or overcome them in the performance of obligations under this Contract.
- Force Majeure shall not constitute a lack of sufficient funds or failure to make any payments under this Agreement, or a change in the exchange rate of the national currency or an entrepreneurial risk
- **10.3.** The Party, for which due to force majeure it is impossible to properly perform the obligations under the Agreement, shall be obliged to notify the other Party in writing on the occurrence of force majeure within 3 (three) working days.
- **10.4.** If force majeure circumstances arise, the Party, whose performance of any obligations under the Agreement is impossible due to the occurrence of such circumstances, shall notify the other Party thereof in writing (by giving reasons and justifications for the impossibility of performance of its obligations under the Agreement) within 3 (three) business days from the occurrence or termination of the force majeure circumstances.
- 10.5. Unless otherwise instructed in writing by the Foundation, the Grant Recipient shall continue to perform its obligations under this Agreement to the extent practicable and shall seek alternative ways of performing this Agreement that do not depend on force majeure.
- 10.6. The absence of notification or untimely notification shall deprive the Party of the right to refer to any circumstance of force majeure as a ground exempting from liability for failure to perform obligations under the Contract, unless the absence of notification or untimely notification

is directly caused by the relevant circumstance of force majeure. Notification of the beginning and termination of force majeure circumstances must be confirmed by a document or a certificate of the relevant authority and/or institution confirming such circumstances, except in cases where the force majeure circumstances are generally known and widespread and do not require proof.

10.7. If the Parties are unable to fully or partially perform their obligations for more than one (1) month, the Parties shall be entitled to terminate the Agreement and make mutual settlements. The Party referring to force majeure circumstances shall be obliged to provide all necessary documents and information confirming such circumstances.

11. Dispute Resolution

- 11.1. The Parties shall take all measures to ensure that any disputes, disagreements or claims relating to the performance of this Agreement are resolved through negotiations.
- **11.2.** Disagreements on which the Parties have not reached an agreement shall be resolved in court at the location of the Fund.
- 11.3. In the case of disagreements between the Grant Recipient and the Fund that require legal action, all available legal costs and expenses may not be paid from the grant funds and shall be paid in accordance with the current legislation of the Republic of Kazakhstan.

12. Notices and claims

- 12.1. Any written notices or claims, warnings of the Parties to each other shall be submitted:
- 1) by hand or by mail;
- 2) by e-mail or to one of the following addresses:

For the Fund: 010000, Nur-Sultan, 41 Tauelsizdik Ave., 4th floor, tel.: +7 7172 76-85-74, info@science-fund.kz.

For the Grant Recip	oient:

- **12.2.** In the event of claims, disputes, disagreements regarding the performance by one of the Parties of their obligations, the other Party may file a claim. With respect to all claims sent under this Agreement, the Party to which this claim is addressed shall provide a written response on the merits of the claim within 15 calendar days from the date of its receipt.
- **12.3.** The notice shall take effect upon delivery or on the specified effective date (if specified in the notice), whichever is later.

13. Amendment of the terms of the Contract

13.1. All amendments and (or) additions to the Agreement are valid provided that they are made in writing and signed by authorized representatives of the Parties. Any such amendment/supplement shall be an integral part of the Contract.

The Winner of the competition, the private partner, the Grant Recipient shall be obliged to accept all amendments and/or additions to this Agreement sent by the Foundation.

13.2. Consideration of amendments and/or additions to this Agreement shall be made on the basis of a written request from the Grant Recipient.

In this case, a request to modify and/or amend this Agreement shall be made by the Grant Recipient no later than twenty (20) business days prior to the completion of the phase, except for good cause related to the Grant Recipient's inability to notify the Fund of the need to modify this Agreement no later than the completion date of the phase.

- **13.3.** The Fund shall have the right to initiate amendments and/or additions to this Agreement and/or its Appendices based on the results of the ATUAF, as well as on other grounds.
- **13.4.** The Winner of the Competition, Private Partner, Grant Recipient shall notify the Fund of any changes in their name, location, the First Head (or authorized person), details (telephone, email, bank details, etc.) no later than ten (10) working days from the date of such changes, with no amendments required to this Contract.
- 13.5. The Grant Recipient during the implementation of the Project shall reallocate the grant funds between the approved expenditure items (except for the payroll fund) within one phase as

necessary for no more than ten (10) percent of the total grant amount for the Project without approval by the Foundation, having notified the Fund in writing in advance.

- **13.6.** Any amendments and (or) additions to this Agreement must necessarily be consistent with the goals and objectives of the Project, as well as the activities implemented to implement the Project and not exceed the total monetary amount of the grant for the commercialization of the RSSTA.
- 13.7. If necessary, the Fund has the right to request additional information from the Grant Recipient in order to make a decision on the expediency of amendments and/or additions to this Agreement. The information provided by the Grant Recipient shall fully reflect the need and justification for the amendments and/or additions to this Agreement, and shall correspond to the subject matter of this Agreement, the goals and objectives of the Project, and the activities implemented for the implementation of the Project.
- **13.8.** When making amendments and (or) additions to this Agreement, the Fund shall have the right to conduct an independent expertise.

14. Closing Provisions

- **14.1** The provisions not regulated by this Agreement shall be governed in accordance with the current legislation of the Republic of Kazakhstan.
- **14.2** The Contract comes into force from the moment of signing by the Parties and extends its effect to the relationship of the Parties arising from " 2024.
- **14.3** The Agreement is valid until the Parties fully fulfill their obligations under the Agreement.
- **14.4** The Contract is made in the state or Russian languages in __ copies, each on __ pages, having equal legal force in one copy for each Party.

15. Addresses and bank details

Joint Stock Company "Science Fund"	Winner of the competition:	
Address: Nur-Sultan, 41 Tauelsizdik Avenue, 4th floor. BIN 061140001887 IIK KZ85 070K K1KS 0009 6004 BIK KKMFKZ2A RGU "Department of Treasury for the city of Nur-Sultan" Treasury Committee of the Ministry of Finance of the Republic of Kazakhstan	Addres: Tel: BIN IIK BIK Bank name kbe	
Chairman of the Board	stamp (signed)	_
stamp (signed)		

Grant Recipient:		Private partner:	:
Address: Tel:		Address: Tel:	
BIN		BIN	
IIC		IIC	
BIK Bank name		BIK Bank name	
Kbe		Kbe	
stamp	(signed)	stamp	(signed)

	Appendix №1
to th	ne Agreement on granting
for commo	ercialization of the results
of scienti	fic and (or) scientific and
	technical activities dated
" "	20 №

CALENDAR PLAN

Project Name: № _	«	»	
i rojeci rvame. nº _			

№ stage	№ process	process name (event)	start (month, year)	Duration	Expected result	Responsible Person
	1.1					
	1.2					
	1.3					
	1.4					
I	1.5					
	1.6					
	1.7					
	1.8					
	1.9					
	2.1					
	2.2					
	2.3					_
II	2.4					
	2.5					
	2.6					
	2.7					
	3.1					
	3.2					
	3.3					
	3.4					
	3.5					
	3.6					
III	3.7					
	3.8					
	3.9					
	3.10					
	3.11					
	3.12					
	3.13					
	3.14					
	4.1					
	4.2					
	4.3					
	4.4					
	4.5					
13.7	4.6					
IV	4.7					
	4.8					
	4.9					
	4.10					
	4.11					
	4.12 4.13					

Joint Stock Company "Science Fund"		Competition Winner:		
stamp	(signed)	stamp	(signed)	
Grant Recipient	t:	Private partno	er:	
stamp	(signed)	stamp	(signed)	

CO	CT	ESTI	N / A	TI

Project name: №	«	»

№	Naming of expenditures	Sum -	Tranche (Funding source (grant or co-			
31-	realining of expenditures	Sum	Stage 1	Stage 2	Stage 3	Stage 4	financing)
	W C 1 1' 4						Grant
1	Wage fund according to the staffing table						Co-financing
	the starring table						Total
	D 1 C						Grant
2	Purchase of equipment and (or) software						Co-financing
	and (or) software						Total
	D 4' 6 1-4'						Grant
3	Preparation of production facilities						Co-financing
	Tacilities						Total
	Procurement of						Grant
4	consumables and						Co-financing
	accessories						Total
	Payment for services and						Grant
5	(or) works of third						Co-financing
	parties						Total
	Rental of production						Grant
6	sites, premises and						Co-financing
	equipment						Total
	Intellectual Property						Grant
7	Protection						Co-financing
	Trotection						Total
8	Travel expenses						Co-financing
	Costs of promoting a						Grant
9	product and (or) service						Co-financing
	to the market						Total
	Tax liabilities and other						Grant
10	obligatory payments to						Co-financing
	the budget						Total
							Grant
11	Operating expenses						Co-financing
							Total
12	Other co-financed expenses						Co-financing
	Total grant:						Grant
	Amount withheld at the						
	source of payment (VAT)						
	Amount of actual grant payments						
	Total co-financing:						Co-financing
	Total:						Total
	1041.					<u> </u>	10141

Joint Stock Compan "Science Fund"	y	Winner of the o	competition:
stamp	(signed)	stamp	(signed)
Grant Recipient:		Private parthei	r:
stamp	(signed)	stamp	(signed)

	Ap	ppendix №3
to th	ne Agreement	on granting
for comme	ercialization o	f the results
of scienti	fic and (or) so	cientific and
	technical acti	vities dated
" "	20	$\mathcal{N}_{\underline{o}}$

INTERIM (FINAL) REPORT FORM TO ANALYZE THE TARGETED EXPENDITURE OF ALLOCATED FUNDS

1. GENERAL INFORMATION

1.	Registration number and name of the project
2.	Project goal
3.	Registration number and date of the contract
4.	Name of Grant Recipient
5.	Name of private partner (if any)
6.	Amount of co-financing (stage/project) (if
	any)
7.	Amount of grant funds (stage/project)

2. DESCRIPTION OF THE WORK CARRIED OUT ACCORDING TO THE SCHEDULE FOR THE REPORTING STAGE/PROJECT

It is necessary to reflect each activity of the calendar plan as an independent section with a description of the results of the work with the qualitative and quantitative characteristics. When providing for each section, voluminous materials or supporting documents, it is necessary to make a reference in the text of the report or display it as a numbered appendix to the report.

3. A REPORT OF THE PLAN EXPENDITURE OF FUNDS

№	Name of cost item	Planned amount according to the cost estimate		The actual amount spent		Cost savings		Name of	Note
145	Name of cost item	Grant funds	Co-financing	Grant funds	Co-financing	Grant funds	Co-financing	supporting documents	Note
1	2	3	4	5	6	7	8	9	10
1	Salary fund according to the staff list								
2	Purchase of equipment and (or) software								
3	Preparation of production facilities								
4	Purchase of consumables and accessories								
5	Payment for services and (or) work of third parties								
6	Lease of production areas, premises and equipment								
7	Intellectual Property Protection								
8	Travel expenses								
9	Costs of promoting a product and (or) service on the market								
10	Tax liabilities and other obligatory payments to the budget								
11	Operating expenses								
12	Other co-financed costs								
	TOTAL								

If you have supporting documents in a foreign language, it is necessary to attach a notarized translation of the document in the state / Russian language.

- **4. PHOTO, VIDEO MATERIALS** (it is necessary to place numbered photo materials and links to video materials (additionally provide video materials on electronic media) of the results of the event, indicating the name of the event and equipment)
- **5. CONCLUSIONS** (a brief analysis of the work done in the phase/project should be reflected)

By signing this report, the Gran	t Recipie	ent guarante	es the a	occuracy of	f the information	and do	cuments/co	pies of docum	ents provided	d and
bears responsibility, stipulated	by the	legislation	of the	Republic	of Kazakhstan,	for the	e provision	of unreliable	information	and
documents/copies of documents).									

Grant Recipient		
D.I.	(-:1)	
P.L.	(signed)	

App	oendix №4
to the Agreement of	n granting
for commercialization of the results of scientific and (or) scientific and technical	l activities
from "" 20_	№

REPORT ON THE ANALYSIS OF THE EFFECTIVENESS OF PROJECT IMPLEMENTATION AS OF "__" _____ 202_

- 1. Grant Recipient name:
- № and name of the project: 2.
- 3. Contract № and date:
- 4. Grant Amount:
- Co-financing amount: Report Date: 5.
- 6.

№ p / sp	p Criterion name		Unit	Indicators at the beginning of the	Project implementation	Project post- implementation period	
				project	plan	fact	fact
1	Transfer of grant funds		tenge				
2	Development of co-financing		tenge				
3	Number of workplaces		place				
4	Number of types of manufacturendered)	ared products (services	quantity				
5	The share of local content in p services	roducts, works and	%				
6	1	Total	tenge				
	(services rendered)	to the domestic market					
		for export					
7	The volume of tax deductions	Total	tenge				
		by grant					
		from sales					
8	Security document		PCS.				
9	License agreement		PCS.				
10	Author's remuneration to scien	ntists (royalty)	tenge				
11	Wage	The whole project team	tenge				
		including scientists					
12	Purchase of fixed assets		tenge				

P.L.	Chief Executive Officer (signed)	FULL NAME	·
	Head of the project (signed)	FULL NAME	

Appendix №6 to the Competition documentation for grant financing of the most promising projects for the commercialization of the results of scientific and (or) scientific and technical activities for 2024-2026

List of necessary documents for the complex check of the Grant Recipient's status and conclusion of the contract with it

Grant-recipient - a natural or legal person, implementing at the expense of the grant the Project on the commercialization of the results of scientific and (or) scientific and technical activities (RSSTA). Winner - an accredited subject of scientific or scientific and technical activities, whose application is approved for funding by the relevant decision of the National Science Council (NSC).

Private partner - an individual or legal entity, participating in co-financing and (or) providing the material and technical basis on a gratuitous basis, as part of the project implementation.

Start-up company - a newly created entity, the activity of which is aimed at commercialization of the results of scientific and (or) scientific and technical activities with the obligatory participation of the Winner in the composition of the founders/participants.

IMPLEMENTATION MECHANISM №1.

(The project is implemented by organizations of higher and postgraduate education, as well as state scientific organizations and scientific organizations with 100% state participation, which are accredited subjects of scientific and (or) scientific-technical activity)

Documents to be submitted by the Grant Recipient:

- 1) certificate of state registration/re-registration of the legal entity;
- 2) copy of the Charter and (or) regulations on the branch/representation certified by the stamp (in the absence of a stamp notarization is required), in case of implementation of activities on the basis of the standard Charter, a written confirmation, a copy of the general power of attorney issued to the head of the branch/representative office, stamped (if available) shall be submitted;
- 3) Copy of the identity card of the First Head;
- 4) copy of the Management Body Decision/Minutes or an extract from it on the election/appointment of the First Head sealed (in the absence of a seal, notarization is required);
- 5) a power of attorney issued by the First Head to an authorized person for the right to sign a grant agreement (if necessary), a copy of the identity card of the authorized person, a copy of the appointment order;
- 6) Certificate of the bank with the stamp on the letterhead of the Grant recipient on the opening/availability of the current account for co-financing (if any);
- 7) a stamped (in the absence of a seal, notarization is required) copy of the corporate decision of the management body of a legal entity whose competence includes making a decision on concluding (transactions) a grant agreement for the commercialization of the results of scientific and (or) scientific and technical activities in accordance with the legislation of the Republic of Kazakhstan and (or) constituent documents (decision of the sole shareholder, the general meeting of Shareholders, the board of Directors or other authorized management bodies of a legal entity), unless otherwise established by the constituent documents;
- 8) certificate of registration for value added tax.

Documents to be provided by the private partner (for legal entities) (if any):

- 1) certificate of state registration/re-registration of the legal entity or copy of the certificate of state registration/re-registration of the legal entity;
- 2) copy of the Charter certified by seal (in the absence of the seal notarization is required), in case of activities on the basis of the standard Charter, a written confirmation submitted;

- 3) Copy of the identity card of the First Head;
- 4) copy of the decision / Minutes of the management body or an extract from it on the election / appointment of the First Head, certified by a seal (in the absence of a seal notarization is required);
- 5) Power of attorney issued by the First Head to the authorized person for the right to sign the grant agreement (if necessary), a copy of the authorized person's identity card, a copy of the order of appointment;
- 6) copy of corporate decision of the management body of the legal entity in the competence of which the decision on conclusion (transactions) of the grant contract for commercialization of results of scientific and (or) scientific and technical activities in accordance with the legislation of the Republic of Kazakhstan and (or) constituent documents (decision of the sole shareholder, general meeting of shareholders, board of directors or other authorized management bodies of the legal entity) shall be certified by seal (in the absence of seal notarization is required).

Documents to be provided by the private partner (for individuals engaged in individual entrepreneurship) (if available):

- 1) A copy of the state registration certificate of the individual entrepreneur, or a copy of the notice of commencement of activities as an individual entrepreneur (PE);
- 2) Copy of the identity card of the individual entrepreneur, or copy of the identity card of the authorized person / head of the individual entrepreneur, peasant farm (PF) (in case of joint individual entrepreneurship), and a copy of the decision on the election / appointment of the authorized person / head of the individual entrepreneur, PF;
- 3) information on the location of the individual entrepreneur / the place of registration of the individual entrepreneur;
- 4) certificate from the bank on the letterhead of the bank with a stamp on the opening / existence of a current account.

IMPLEMENTATION MECHANISM №2

(Grant recipient is a Start-up company).

Documents to be submitted by the Grant Recipient:

- 1) certificate of state registration/re-registration of the legal entity;
- 2) Copy of the Charter certified by the seal of the Grant Recipient (in the absence of the seal notarization of the Charter is required); in case of implementation of activities on the basis of the standard Charter, a written confirmation shall be submitted;
- 3) Copy of the identity card of the First Head;
- 4) Copy of the Decision/Minutes of the Management Body or an extract thereof, on the election/appointment of the First Head, certified by a seal (in the absence of a seal notarization is required);
- 5) Reference from the bank on the letterhead of the bank with the stamp on opening of the current account for the means of co-financing (if available);
- 6) a power of attorney issued by the First Head to an authorized person for the right to sign a grant agreement (if necessary), a copy of the identity card of the authorized person, a copy of the appointment order;
- 7) a copy of the license agreement (agreement) on the transfer of rights to an intellectual property object (IPO), certified by the seal of the Grant Recipient, registered with the authorized body (National Institute of Intellectual Property) (if there is a patent) or a copy of the agreement on the transfer of rights to the RSSTA (the original document must be provided for verification);
- 8) a stamped (in the absence of a seal, notarization is required) copy of the corporate decision of the management body of a legal entity whose competence includes making a decision on concluding (transactions) a grant agreement for the commercialization of the results of scientific and (or)

scientific and technical activities in accordance with the legislation of the Republic of Kazakhstan and (or) constituent documents. (decision of the sole shareholder, the general meeting of Shareholders, the board of Directors or other authorized management bodies of a legal entity), unless otherwise established by the constituent documents;

9) Certificate of VAT registration (if any);

Documents to be provided by the Winner (for legal entities):

- 1) certificate of state registration/re-registration of the legal entity or copy of the certificate of state registration/re-registration of the legal entity;
- 2) Copy of the statutes or regulations of the branch/representative office, certified by seal (in the absence of the seal notarization is required); in case of activities on the basis of the standard statutes, a written confirmation, a copy of the general power of attorney issued to the head of the branch/representative office, certified by seal (if any);
- 3) Copy of the identity cards of the first manager and the project manager;
- 4) Copy of the Management Body Decision/Minutes or an extract from it on the election/appointment of the First Head, certified by a seal (in the absence of a seal, notarization is necessary);
- 5) Power of attorney issued by the First Head to the authorized person for the right to sign the grant agreement (if necessary), a copy of the authorized person's identity card, a copy of the order of appointment;
- 6) an extract from the decision of the participants or the sole participant of a legal entity to participate in the authorized capital of a startup company;
- a stamped (in the absence of a seal, notarization is required) copy of the corporate decision of the management body of a legal entity whose competence includes making a decision on concluding (transactions) a grant agreement for the commercialization of the results of scientific and (or) scientific and technical activities in accordance with the legislation of the Republic of Kazakhstan and (or) constituent documents. (the decision of the sole shareholder, the general meeting of Shareholders, the Board of Directors or other authorized management bodies of the legal entity), unless otherwise established by the constituent documents.

Documents to be provided by the Winner (for individuals engaged in individual entrepreneurship):

- 1) copy of the certificate of state registration of the individual entrepreneur, or copy of the notification of the beginning of activities as an individual entrepreneur (PE);
- 2) Copy of the identity card of the individual entrepreneur, or copy of the identity card of the authorized person/head of the individual entrepreneur, peasant farm (PF) (in case of joint individual entrepreneurship), as well as a copy of the decision on the election/appointment of the authorized person/head of the individual entrepreneur, PF;
- 3) information on the location of an individual entrepreneur/ on the place of registration of an individual entrepreneur;
- 4) a certificate from the bank on a letterhead with a seal on the opening / availability of a current account.

Documents to be provided by the Winner (for individuals):

- 1) copy of the ID card (bank, contact details);
- 2) original copy of the letter on the transfer of the Grant Recipient's rights to a private-;
- 3) information on the location of the individual entrepreneur/the place of registration of the individual entrepreneur;
- 4) certificate from the bank on the letterhead and with a stamp on the opening/availability of a current account.

Documents to be provided by the Private Partner (for legal entities) (if any):

- 1) certificate of state registration/re-registration of the legal entity or copy of the certificate of state registration/re-registration of the legal entity;
- 2) copy of the Charter or Regulations of the branch/representative office certified by seal (in the absence of the seal notarization is required), in case of activities on the basis of the standard Charter, a written confirmation, copy of the general power of attorney issued to the head of the branch/representative office certified by seal (if any).
- 3) Copy of the identity card of the First Head;
- 4) copy of the decision / Minutes of the management body or an extract from it on the election / appointment of the First Head, certified by a seal (in the absence of a seal notarization is required);
- 5) Power of attorney issued by the First Head to the authorized person for the right to sign the grant agreement (if necessary), a copy of the authorized person's identity card, a copy of the order of appointment;
- 6) copy of the corporate decision of the management body of the legal entity in whose competence includes making decisions on the conclusion (transactions) of the contract on providing a grant for commercialization of the results of scientific and (or) scientific and technical activities in accordance with the legislation of the Republic of Kazakhstan and (or) the constituent documents, certified by seal (if there is no seal, notarization is required). (decision of the sole shareholder, general meeting of shareholders, board of directors or other authorized management bodies of the legal entity).

Documents to be provided by the private partner (for individuals engaged in individual entrepreneurship) (if available):

- 1) A copy of the state registration certificate of the individual entrepreneur, or a copy of the notice of commencement of activities as an individual entrepreneur (PE);
- 2) Copy of the identity card of the individual entrepreneur, or copy of the identity card of the authorized person / head of the individual entrepreneur, peasant farm (PF) (in case of joint individual entrepreneurship), and a copy of the decision on the election / appointment of the authorized person / head of the individual entrepreneur, PF;
- 3) information on the location of the individual entrepreneur / the place of registration of the individual entrepreneur;
- 4) certificate from the bank on the letterhead of the bank with a stamp on the opening / existence of a current account.

IMPLEMENTATION MECHANISM №3

(The project is implemented by the private partner or another legal entity).

Documents to be submitted by the Grant Recipient (acting legal entity):

- 1) certificate of state registration/re-registration of the legal entity or copy of the certificate of state registration/re-registration of the legal entity;
- 2) copy of the Charter or regulations of the branch/representative office certified by a seal (in the absence of the seal a notary certification is required), in case of activities on the basis of the standard Charter, a written confirmation;
- 3) copy of the identity card of the First Head;
- 4) copy of the Management Body Decision/Minutes or an extract thereof on the election/appointment of the First Head, certified by a seal (in the absence of a seal, notarization is required);
- 5) a certificate from the bank on letterhead with a seal on the opening of a current account for co-financing funds (if available);
- 6) a stamped (in the absence of a seal, notarization is required) copy of the corporate decision of the management body of a legal entity whose competence includes making a decision on concluding (transactions) a grant agreement for the commercialization of the results of scientific and (or)

scientific and technical activities in accordance with the legislation of the Republic of Kazakhstan and (or) constituent documents. (decision of the sole shareholder, the general meeting of Shareholders, the board of Directors or other authorized management bodies of a legal entity), unless otherwise established by the constituent documents;

7) certificate of registration for value added tax.

Documents to be submitted by the Grant Recipient (private partner):

- 1) certificate of state registration/re-registration of a legal entity or a copy of the certificate of state registration/re-registration of a legal entity (if available);
- 2) a copy of the Charter, certified by the seal of the Grant Recipient (in the absence of a seal, notarization of the Charter is required), in the case of carrying out activities on the basis of a standard Charter, a written confirmation is provided;
- 3) a copy of the identity card of the First Head;
- 4) a copy of the Decision/The Minutes of the meeting of the management body or an extract thereof, on the election / appointment of the First Head, certified with a seal (in the absence of a seal, notarization is required);
- 5) a certificate from the bank on letterhead with a seal on the opening of a current account for co-financing funds (if available);
- 6) certified by the seal of the Grant Recipient registered with the authorized body (National Institute of Intellectual Property) of the license agreement on the transfer of intellectual property rights (IPO) (if there is a patent) or a copy of the agreement on the transfer of rights to the RSSTA (the original document must be provided for verification);
- a stamped (in the absence of a seal, notarization is required) copy of the corporate decision of the management body of a legal entity whose competence includes making a decision on concluding (transactions) a grant agreement for the commercialization of the results of scientific and (or) scientific and technical activities in accordance with the legislation of the Republic of Kazakhstan and (or) constituent documents. (decision of the sole shareholder, the general meeting of Shareholders, the board of Directors or other authorized management bodies of a legal entity), unless otherwise established by the constituent documents;
- 8) certificate of registration for value added tax.

Documents to be provided by the Winner (for legal entities):

- 1) certificate of state registration/re-registration of a legal entity or a copy of the certificate of state registration/re-registration of a legal entity;
- 2) a copy of the Charter or regulations on the branch/ representative office certified with a seal (in the absence of a seal, notarization is required), in case of carrying out activities on the basis of a standard Charter, a written confirmation is provided, a copy of the general power of attorney issued to the head of the branch / representative office certified with a seal (if available);
- 3) a copy of the identity card of the First Head and the head of the project;
- 4) a copy of the Decision/The Minutes of the meeting of the management body or an extract thereof, on the election / appointment of the First Head, certified with a seal (in the absence of a seal, notarization is required);
- 5) a power of attorney issued by the First Head to an authorized person for the right to sign a grant agreement (if necessary), a copy of the identity card of the authorized person, a copy of the appointment order;
- 6) the original letter on letterhead (in the absence of a letterhead, the letter is stamped by the organization) on the transfer of the rights of the Grant Recipient to a private partner;
- 7) a stamped (in the absence of a seal, notarization is required) copy of the corporate decision of the management body of a legal entity whose competence includes making a decision on concluding (transactions) a grant agreement for the commercialization of the results of scientific and (or) scientific and technical activities in accordance with the legislation of the Republic of Kazakhstan and (or) constituent documents. (the decision of the sole shareholder, the general meeting of

Shareholders, the Board of Directors or other authorized management bodies of the legal entity), unless otherwise established by the constituent documents.

Documents provided by the Winner (for individuals):

- 1) a copy of the identity card;
- 2) the original letter of transfer of the Grant Recipient's rights to a private partner;
- 3) information on the location of an individual entrepreneur/on the place of registration of an individual entrepreneur;
- 4) a certificate from the bank on a letterhead with a seal on the opening / availability of a current account.

Documents provided by a private partner (for legal entities) (if available):

- 1) certificate of state registration/re-registration of a legal entity or a copy of the certificate of state registration/re-registration of a legal entity;
- 2) a copy of the Charter or regulations on the branch/ representative office certified with a seal (in the absence of a seal, notarization is required), in case of carrying out activities on the basis of a standard Charter, a written confirmation is provided, a copy of the general power of attorney issued to the head of the branch / representative office certified with a seal (if available);
- 3) a copy of the identity card of the First Head;
- 4) a copy of the Decision/The Minutes of the meeting of the management body or an extract thereof, on the election / appointment of the First Head, certified with a seal (in the absence of a seal, notarization is required);
- 5) a power of attorney issued by the First Head to an authorized person for the right to sign a grant agreement (if necessary), a copy of the identity card of the authorized person, a copy of the appointment order;
- 6) a stamped (in the absence of a seal, notarization is required) copy of the corporate decision of the management body of a legal entity whose competence includes making a decision on concluding (transactions) a grant agreement for the commercialization of the results of scientific and (or) scientific and technical activities in accordance with the legislation of the Republic of Kazakhstan and (or) constituent documents. (the decision of the sole shareholder, the general meeting of Shareholders, the Board of Directors or other authorized management bodies of the legal entity), unless otherwise established by the constituent documents.

Documents provided by a private partner (for individuals engaged in individual entrepreneurship) (if available):

- 1) a copy of the certificate of state registration of an individual entrepreneur, or a copy of the notification of the beginning of activity as an individual entrepreneur (IE);
- 2) a copy of the identity card of an individual entrepreneur, or a copy of the identity card of an authorized person / head of an individual entrepreneur, peasant farm (PF) (in the case of joint individual entrepreneurship), as well as a copy of the decision on the election/appointment of an authorized person/head of an individual entrepreneur, PF;
- 3) information on the location of an individual entrepreneur/ on the place of registration of an individual entrepreneur;
- 4) a certificate from the bank on a letterhead with a seal on the opening / availability of a current account.

Appendix №7 to the Competition documentation for grant financing of the most promising projects for the commercialization of the results of scientific and (or) scientific and technical activities for 2024-2026

Check list

Project Name:	
Applicant:	
Unique record number:	

#	Name	Yes	No	Note
1	Does the requested grant amount in the application exceed 350 (three hundred and			
	fifty) million tenge, including: for 2024 - 30%, for 2025-50%, for 2026-20%, with a			
	maximum permissible error of not more than 0.001% (one thousandth of a percent)?			
2	Are co-financing funds distributed in stages proportional to the grant amount?			
3	Is the head of the project a citizen of the Republic of Kazakhstan?			
4	Presence of a commercialization specialist in the project team with at least 3 years of practical experience in technology commercialization or business development.			
5	In the case of creating a startup company, the presence in the project team of an accountant with a valid Kazakhstani certificate of professional accountant.			
6	Availability of a technological plan for project implementation in accordance with Appendix №1 to the Competition documentation.			
7	Availability of an economic (marketing) project implementation plan in accordance with Appendix №2 to the Competition documentation.			
8	Availability of a copy of the certificate of accreditation of the Applicant as a subject of scientific and (or) scientific and technical activities, the validity of which has not expired at the time of submitting the application.			
9	Availability of the RSSTA registration number assigned by the Center of expertise.			
10	Availability of a copy of the joint activity agreement with the private partner indicating the amount of co-financing, project implementation conditions, project name and competition name (if there is co-financing from the private partner).			
11	Availability of a copy of the agreement on joint activities with a private partner indicating the objects of the material and technical base (when providing MTB by a private partner).			
12	Availability of copies of identity documents that have not expired at the time of submission of the application, diplomas, certificates, certificates, resumes of project team members.			
13	Availability of documents confirming the cost estimate.			
14	Availability of a project presentation in accordance with Appendix №4 to the Competition documentation.			

Conclusion: Conforms/ Does not conform

to the requirements of the Competition documentation for grant financing of the most promising projects for the commercialization of the results of scientific and (or) scientific and technical activities for 2024-2026.

Head of the Expertise Department of NCSTE JSC	-	Full name
Authorized person of NCSTE JSC		Full Name
	Date:	2024