

CONCURRED BY

State Institution "Committee of Science of the  
Ministry of Science and Higher Education  
of the Republic of Kazakhstan"

Letter dated "\_\_\_" \_\_\_\_\_ 2024

№ \_\_\_\_\_

APPROVED

By the decision of the Management  
Board of "Science Fund" JSC  
dated "\_\_\_" \_\_\_\_\_ 2024

№ \_\_\_\_\_

**Grant application documentation for funding the most promising  
commercialization projects of scientific and/or scientific-technical  
results for the years 2025–2027**

**Astana, 2024**

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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 Grantee and affiliated entities of a potential Grantee 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** - A grant for the commercialization of scientific and/or scientific-technical results is funding provided on a non-repayable and non-returnable basis for the implementation of projects aimed at commercializing scientific and/or scientific-technical results (hereinafter referred to as R&D results) within priority economic sectors (hereinafter referred to as the grant).

**grantee for project for the commercialization of the R&D results** - a legal entity, which concluded an agreement on grant financing of the project on the commercialization of R&D results with a Legal Entity (hereinafter referred to as the Grantee);

**agreement on implementation of the R&D results project** - an agreement between the Grantee 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 R&D results, and legal entities, determined in accordance with the Law of the Republic of Kazakhstan, financing commercialization of R&D results, for the duration of its implementation (hereinafter referred to as the Agreement);

**applicant for the projects of commercialization of R&D results** - 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 R&D results 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 R&D results 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, certificates, resumes, and other documents of members of the Project Group;

- 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 R&D results);

**National Scientific 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;

**R&D results commercialization project** - a document including the content of the planned work aimed at the practical application of the R&D results, 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 R&D results commercialization project** - a person who is personally responsible for the operational management of the Project Group and the project (hereinafter referred to as the Project Lead);

**start-up company** - an individual entrepreneur or legal entity registered in the Republic of Kazakhstan, categorized as a small or medium-sized enterprise, established with the involvement of higher education institutions and/or post-graduate educational institutions, scientific organizations whose activities focus on

the commercialization of scientific and/or scientific-technical results, and engaged in the development of innovations.

**technological expertise** - activities related to assessing the relevance, scientific-technical potential, implementation (usage) of R&D results, readiness for commercialization, and technical and production risks of the R&D commercialization 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 Science and Technology Evaluation". 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 group member** - an individual who is a citizen and/or a resident of the Republic of Kazakhstan, who is a member of the Project Group implementing the project of commercialization of R&D results;

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

**Science Fund** - 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) 79 98 60, info@science-fund.kz.

## **Section 2. General Provisions**

2. This competition documentation has been developed in accordance with the Law of the Republic of Kazakhstan "On Science and Technological Policy" (hereinafter referred to as the Law), the Rules for Basic and Programmatic-Targeted Financing of Scientific and/or Scientific-Technical Activities, Grant Financing of Scientific and/or Scientific-Technical Activities, and Commercialization of Scientific and/or Scientific-Technical Results, and the Financing of Scientific Organizations Conducting Fundamental Research, approved by the Order of the Acting Minister of Science and Higher Education of the Republic of Kazakhstan dated November 6, 2023, No. 563, the Order of the Minister of Science and Higher Education of the Republic of Kazakhstan dated September 27, 2023, No. 489 "On Approval of the Rules for Organizing and Conducting State Scientific and Technical Expertise," the Order of the Minister of Science and Higher Education of the Republic of Kazakhstan dated September 25, 2023, No. 487 "On Approval of the List and Regulations for National Scientific Councils," the Rules for State Accounting of Projects for the Commercialization of Scientific and/or Scientific-Technical Results Funded from the State Budget, and Reports on Their Implementation, approved by the Order of the Acting Minister of Education and Science of the Republic of Kazakhstan dated November 1, 2021,

No. 543, and the Rules for State Accounting of Scientific, Scientific-Technical Projects and Programs Funded from the State Budget, and Reports on Their Implementation, approved by the Order of the Minister of Education and Science of the Republic of Kazakhstan dated October 19, 2020, No. 447.

3. The purpose of the competition for grant financing of the most promising R&D commercialization projects (hereinafter referred to as the competition) is to promote the practical application of R&D results, including intellectual property, to complete and implement the final stage of the scientific and production cycle for bringing new or improved goods, processes, and services to market with the aim of generating revenue, through grant financing mechanisms, in line with priority economic sectors and priority areas of scientific 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 R&D results, 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, the Center of expertise, Legal Entity are prohibited to participate in the competition in any form as an Applicant (Winner), private partner, as well as Grantee.

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, indicating the completion and implementation of the final stage of the scientific and production cycle, 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 grant allocated for the implementation of a single project should not exceed 350,000,000 (three hundred fifty million) tenge, including: 21% for 2025, 57% for 2026, and 22% for 2027 of the total grant amount, with an allowable margin of error not exceeding 0.01% (one hundredth 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 organized 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 R&D results is declared by the Legal Entity on "03" of september 2024 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/>.

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

9. The total amount of financing for 2025-2027 – 26 836 043 000,00 tenge, including by year:

for 2025 it is 5,677,404,000.00 tenge,

for 2026 -15,225,000,000.00 tenge,

for 2027 - 5,933,639,000.00 tenge.

10. The beginning of the application process "09" of september 2024 of the year. The deadline for accepting applications "09" of october 2024 of the year.

### **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, R&D results that are the subject of R&D results commercialization should not be classified as state secrets.

#### **Section 4. Project Group Member Requirements**

12. Replacement of the Applicant during the entire period of the project is not allowed.

13. The Project Group shall consist of at least 4 and no more than 6 people.

14. The Grantee 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. Grantees shall not be persons who are bankrupt or undergoing liquidation or reorganization and/or are false enterprises.

17. Project Lead must be a citizen of the Republic of Kazakhstan.

18. Members of the Project Group must be citizens and/or residents of the Republic of Kazakhstan.

19. The members of the Project Group must have higher education.

20. All members of the Project Group must be employees of the Grantee for the project based on an employment contract. Additionally, the Project Lead must be a full-time employee of the Grantee for the duration of the project.

21. Team members may not participate in more than two projects for R&D results commercialization during the period of project implementation.

22. The presence of a commercialization specialist in the Project Group with practical experience in technology commercialization or business development for at least 3 years.

In the case of creating a startup company, the presence in the project group of an accountant with a valid Kazakstani certificate of professional accountant and with at least 3 years of practical experience.



The document confirming the work activity (experience) of a commercialization specialist and an accountant may 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 about the work, work activity of the employee), signed and stamped by the employer; an archival certificate containing information about the employee's work; a court decision that has entered into force to establish a legal fact confirming the existence of an employment relationship.

23. It is recommended to provide a document confirming the completion of an acceleration and/or business incubation program.

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

24. 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](http://www.is.ncste.kz).

25. The Applicant submits an application for the competition in electronic form, certified by the electronic digital signature of the members of the Project Group, the Project Lead and the Applicant via the AIS of the Center of expertise at the following link: [www.is.ncste.kz](http://www.is.ncste.kz). An individual registration number (hereinafter referred to as "IRN") shall be assigned to the Applicant upon registration of the Application.

26. 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 Grantee, on the basis of the decision of the National Tax Service, undertakes to return the received amount of the grant for the commercialization of R&D results.

27. The Center of Expertise, through the information system, sends applications that do not meet the competition documentation requirements back for revision, indicating comments in accordance with the checklist (Appendix No. 7 to the Competition Documentation).

28. Upon receiving the revised applications, the Center of expertise checks to ensure that previously indicated comments have been addressed. If the issues are not resolved, the Center of expertise rejects the application and sends a notification to the email address provided in the application, specifying the comments in accordance with the checklist (Appendix No. 7 to the Competition Documentation).

The Center of expertise may reject an application that does not meet the requirements of the Competition Documentation for the following reasons:

- 1) Failure to provide documents listed in Section 31 of Chapter 6

- 2) Non-compliance of the technological plan with Appendix No. 1
- 3) Non-compliance of the economic (marketing) plan with Appendix No. 2
- 4) Inconsistencies between the text in documents specified in Section 31 of Chapter 6 and the information in the AIS of JSC "NCSTE"
- 5) Failure to adhere to the proportional distribution of grant financing and co-financing amounts across the project years according to the requirements of Section 5 of Chapter 2 and Section 32 of Chapter 7 of the Competition Documentation
- 6) Discovery of falsifications or forgery of documents confirming higher education, work experience, etc.
- 7) Discrepancies between the text in technological and economic (marketing) plans, joint activity agreements, and information in the AIS "NCSTE"

29. 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 co-authorship, 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.

30. 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**

31. 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 R&D results, assigned by the Center of expertise;
- 5) a copy of the current Joint Activity Agreement with the private partner (excluding cases of co-financing from the Grantee's own funds) as per Appendix No. 3 to the Competition Documentation, including details of co-financing amounting to at least 20% of the total project grant, project implementation conditions, the term of the Agreement, project name, and competition name, as

well as conditions for providing material and technical base assets by the private partner, if available, as reflected in Table 7 of Appendix No. 1 to the Competition Documentation (copies of ownership documents for the material and technical base should be attached) (the agreement is not required if the project is implemented on the Applicant's own base).

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 Group;

7) letters of intent and (or) preliminary agreements confirming interest in the product, work or service 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.

12) A contract for the assignment of rights to existing intellectual property protection documents or applications for obtaining protection documents on intellectual property from the rights holder to the Applicant.

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**

32. Co-financing of the project is a prerequisite for participation in the competition. The amount of co-financing depends on the mechanism of project implementation:

1) at least 20% of the total grant amount, if the Grantee is 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 accredited subjects of scientific and (or) scientific and technical activities (Implementation Mechanism No. 1);

2) at least 25% of the total grant amount when the Grantee is a startup company (Implementation Mechanism No. 2);

3) at least 35% of the total grant amount when the Grantee is a private partner or other legal entity (Implementation Mechanism No. 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 Grantees, 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 Grantee has the right to allocate a large amount of co-financing for the initial stages of the project.

Co-financing is made in cash, however, budgetary funds, material contributions (equipment, machinery, land, buildings and premises, etc.) cannot act as co-financing. When co-financing a project at the expense of the Applicant's own funds, either a startup company or a private partner, the amount of the contribution in tenge must be determined before submitting the application, as well as the conditions of joint activity reflected in the relevant Agreement (if there is a private partner)

33. Before the disbursement of the first tranche of the grant amount for each stage, the Grantee must provide a certificate from one or more second-tier banks confirming the availability of co-financing funds amounting to at least 50% of the co-financing required for that stage.

The remaining 50% of the co-financing funds must be provided before the disbursement of the next grant tranche, accompanied by a certificate from the bank confirming the availability of the co-financing funds.

Additionally, the Grantee is prohibited from withdrawing the co-financing funds from the co-financing account except for expenses directly related to the Project.

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 Group 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 Grantee 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 Grantee;

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 R&D results must be implemented in the territory of the Republic of Kazakhstan.

39. Replacement of the Project Lead and/or private partner shall be submitted for consideration by the relevant National Science Council.

At the same time, the replacement of the Project Lead 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 other members of the project group at any stage of the Project implementation is permitted with the written approval of the Science Fund.

41. On the legal relations, regulated by the Law, in the part of commercialization of the R&D results 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 Grantee 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, Grantees 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 2025-2027. At the same time, based on the decision of the National Scientific Council, 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 Grantee), 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 Grantee implementing the Project.

47. The Grantee who is not the patent holder (licensee) or the owner of R&D results shall use the protected industrial property object (intellectual property object) and (or) R&D results with the permission of the patent holder (licensor) or the owner of R&D results 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) R&D results, which includes the terms of the license agreement (license agreement).

48. Scientific organizations, researchers (patent holders, authors, or owners of R&D results) transfer their exclusive and/or other rights to industrial property and/or R&D results to the Grantee (except when the Applicant is the Grantee) through an assignment and/or licensing agreement and receive royalties and/or compensation in return. The terms and amount of royalties and/or compensation are determined by the parties to the agreement independently. The assignment agreement and/or any other agreement is non-terminable for the entire duration of the Contract.

49. The Grantee 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 Grantee 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 R&D results 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 R&D results, 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 have the OIP.

57. The project for the commercialization of scientific and/or scientific-technical results must be implemented through one or more of the following mechanisms:

- 1) Entering into a licensing agreement and/or an agreement for the assignment of exclusive rights to scientific and/or scientific-technical results;
- 2) Creating startup companies;
- 3) Implementing (using) scientific and/or scientific-technical results in the organization's own production;

4) Other methods provided by the laws 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 2025-2027

### 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:  
\_\_\_\_\_.

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.

**Table 1**

Prospective Grantee (applicant or startup company, or private partner or other legal entity)	<i>Specify the name, if any</i>
Co-financing of the project at the expense of the intended Grantee'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	<i>Describe the project goal in one sentence</i>
Brief description of the result of scientific and (or) scientific and technical activities	<i>The description of the proposed R&amp;D results for commercialization should answer two questions: "What is it?" (for example, method, device, new material, etc.) - What market problem does it solve?</i>



The level of technological readiness of R&D results according to the Order of the Committee of Science of the Ministry of Science and Higher Education of the Republic of Kazakhstan №112-NJ dated 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"	<i>Specify the level of technology readiness (TRL), describe the main characteristics of TRL, as well as the scientific and scientific-technical result</i>
Selected commercialization path	<i>Specify the path of commercialization in accordance with paragraph 55 of section 9 of the Competition documentation</i>
Has the proposed project been previously funded by other sources and to what extent	<i>Program number, amount, terms, name, etc.</i>

### **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 R&D results, 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 R&D results 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 R&D results 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 Group**

*Describe the competencies of the Project Group by completing Table 2 for each member of the Project Group.*

*Table 2*

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

### 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 Group for the implementation of the process. (Table 3)

Table 3

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

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.

Table 4

№	Specialist involved	Beginning (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

<b>№</b>	<b>Risk</b>	<b>Description and degree of risk</b>	<b>Actions to reduce risk</b>
1	<i>Environmental</i>		
2	<i>Technological</i>		
3	<i>Economic</i>		
...			

### 1.13 Questionnaire on Intellectual Property Objects

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

Table 6

1	EXISTING INTELLECTUAL PROPERTY	
1.1	Are there any protective documents protecting the intellectual property of the proposed project?	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
1.2	Type of protected intellectual property object(s) (IPO)	<input type="checkbox"/> - invention <input type="checkbox"/> - utility model <input type="checkbox"/> - industrial design <input type="checkbox"/> - selective breeding achievement <input type="checkbox"/> - computer programs <input type="checkbox"/> - database <input type="checkbox"/> - know-how <input type="checkbox"/> - other (specify) -----

1.3	Type of security document(s)	<input type="checkbox"/> - innovative patent for invention of the RK <input type="checkbox"/> - application for a patent for an invention of the RK <input type="checkbox"/> - RK patent for invention <input type="checkbox"/> - application for a utility model patent of the RK <input type="checkbox"/> - Patent for a utility model of the RK <input type="checkbox"/> - Eurasian application <input type="checkbox"/> - Eurasian patent for invention <input type="checkbox"/> - international application (Patent Cooperation Treaty) <input type="checkbox"/> - foreign patent (specify country_____) <input type="checkbox"/> - certificate of state registration of the object of copyright
1.4.	Protection document number(s) and/or application number(s)	
1.5.	Priority date (date of submission of the application(s))	
1.6.	IPO name	
1.7.	Authors of OIS	
1.8.	Patent Owners and (or) OIS Owners	
1.9.	Status of security document(s)	<input type="checkbox"/> - is in effect <input type="checkbox"/> - terminated, but can be reinstated <input type="checkbox"/> - terminated(s) but can be reinstated

1.10.	If the result of scientific and (or) scientific and technical activities is protected as undisclosed information (know-how), indicate whether it is available:	<input type="checkbox"/> - documents on the content of know-how (technical documentation: descriptions of technological processes, methods, etc.); <input type="checkbox"/> - documents on the establishment of a trade secret regime, i.e. a list of information constituting know-how, a list of persons having access to it, the mode of access to know-how and the obligation of persons acquainted with it not to disclose it, regulations on trade secrets, etc; <input type="checkbox"/> - 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)	
1.12.	Whether an agreement on the transfer of rights to the IPR, which is the cause of the encumbrance on the use of the IPR, has previously been concluded.	<input type="checkbox"/> - Yes, explanation (with whom, number and date of agreement) ----- <input type="checkbox"/> - no
2	<b>INTELLECTUAL PROPERTY OBJECTS CREATED AS PART OF THE PROJECT</b>	
2.1.	Are there plans to create new IPRs in the course of the project?	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
2.2.	If yes, indicate the intended IPR(s)	<input type="checkbox"/> - invention <input type="checkbox"/> - utility model <input type="checkbox"/> - industrial design <input type="checkbox"/> - selective breeding achievement <input type="checkbox"/> - IT programs <input type="checkbox"/> - database <input type="checkbox"/> - know-how <input type="checkbox"/> - other (specify)-----

2.3.	Expected method of protection of created IPR	<input type="checkbox"/> - Patent for invention of the RK <input type="checkbox"/> - Utility model patent of the RK <input type="checkbox"/> - Eurasian patent <input type="checkbox"/> - international application (Patent Cooperation Treaty) <input type="checkbox"/> - foreign patent (specify country or countries)  <input type="checkbox"/> - as an object of copyright <input type="checkbox"/> - non-disclosed information (know-how) regime
2.4.	How do you plan to use the created IPR	<input type="checkbox"/> - in-house production <input type="checkbox"/> - entering into a license agreement <input type="checkbox"/> - entering into an assignment agreement <input type="checkbox"/> - do not plan to introduce the IP to the economy <input type="checkbox"/> - 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)*

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.			
...				

\* Applicant, potential Grantee, private partner, other (specify).

\*\*If the owner is not a potential Grantee, it is necessary to indicate on the basis of what document the specific object will be used in the implementation of the project.

#### 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 materials	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 Grantee*
1							
2							
3							
...							

*\*If the transfer of raw materials to the Grantee 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.*



## 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 Business 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)

Table 9

№	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/OMP=CP		CP	
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 work 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 work days (NWD)	Pday	NWDxPday=Pyear

Table 10

Output program (rendering services) unit of measurement.	Project implementation			Postrealization of the project		
	Year 2025	Year 2026	Year 2027	Year 2028	Year 2029	Year 2030
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.						
<b>Total:</b>						

Table 11

Products (service)	Price per unit	Project implementation			Post-realization period		
		Year 2025	Year 2026	Year 2027	Year 2028	Year 2029	Year 2030
1. Product (Service) A (specify 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)							
<b>Total:</b>							

### 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 R&D results. Names of companies, organizations or individuals that have already documented an interest in the R&D results 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;
- 3) 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

Indicator	Unit of measure	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.

Table 13

№	Naming of expenditures	Sum	Tranche (by project stages, indicate the amount)				Funding source (grant or co-financing)	% from total
			1	2	3	4		
1	Wage fund according to the staffing table						Grant	
							Co-financing	
							Total	
2	Purchase of equipment and (or) software						Grant	
							Co-financing	
							Total	
3	Preparation of						Grant	

	production facilities						Co-financing	
							Total	
4	Procurement of consumables and accessories						Grant	
							Co-financing	
							Total	
5	Payment for services and (or) works of third parties						Grant	
							Co-financing	
							Total	
6	Rental of production sites, premises and equipment						Grant	
							Co-financing	
							Total	
7	Intellectual Property Protection						Grant	
							Co-financing	
							Total	
8	Travel expenses						Co-financing	
9	Costs of promoting a product and (or) service to the market						Grant	
							Co-financing	
							Total	
10	Tax liabilities and other obligatory payments to the budget						Grant	
							Co-financing	
							Total	
11	Operating expenses						Grant	
							Co-financing	
							Total	
12	Other co-financed expenses						Co-financing	
	Total grant:						Grant	
	Total co-financing:						Co-financing	
	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 name	Job title	Degree of participation	Total number of working months	Salary per month	Payroll fund				Total
						Stage 1	Stage 2	Stage 3	Stage 4	
1		Project Lead								
2		Commercialization Specialist								
3										
4										
<b>Total:</b>										

*Footnote:*

- ❖ When drafting the staffing table, it is necessary to strictly comply with the labor legislation requirements of the Republic of Kazakhstan, including the norms regarding the duration of daily working hours (Articles 68 and 71 of the Labor Code of the Republic of Kazakhstan No. 414-V dated 23.11.15);
- ❖ The Grant recipient must sign Employment contracts with all members of the project group;
- ❖ The wage fund for project group members involved in the project implementation should not exceed 30% of the requested grant amount;
- ❖ The Project Lead must be a full-time employee of the Grantee for the duration of the project, based on an employment contract.

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

Table 15

№	Identification of an equipment and (or) software	Cost (tenge)		Amount / Stage (at what stage the purchase is made)				Justification of need and cost (links to the Internet, links to commercial offers, descriptive justifications, links to letters)
		per unit	Sum	1	2	3	4	
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)

Table 16

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

## 4) Consumables and accessories (Table 17)

Table 17

№	Name of consumables and accessories	Unit	Cost (tenge)		Amount / Stage (at what stage the purchase is made)				Justification of need and cost (links to the Internet, links to commercial offers, descriptive justifications, links to letters)
			per unit	Sum	1	2	3	4	
1									
2									
.									
Total									

## 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 cost	Qty	Amount / Stage (at what stage the purchase is made)				Justification of need and cost (links to the Internet, links to commercial offers, descriptive justifications, links to letters)
				1	2	3	4	
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 object	Characteristics of the object (area, equipment)	Unit	Qty	Price	Amount / Stage (at what stage the purchase is made)	Justification of need and cost (links to the Internet, links to commercial offers,
---	---------------------------	---	------	-----	-------	---	--

		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)

Table 20

№	Name of costs for the protection of intellectual property (attorney services, fees, commissions, etc.)	Cost per unit of service or fee	Qty	Total cost	Justification of need	Amount/Stage		
						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

№	Locality (each trip separately)	Locality category	Per diem	Accommodation	One person round trip	Amount/Stage				Justification of need
						1	2	3	4	
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)

Table 22

№	Name of service	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	
1	Site creation							

2	Seminars with the participation of potential buyers							
3	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)

Table 23

№	Name of the tax	Amount/Stage			
		1	2	3	4
1	Value Added Tax (if during the implementation of the Project the Grantee 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 Grantee's own funds*

11) Operating expenses (Table 24)

Table 24

№	Name of operating expenses	Cost per unit	Qty	Amount/Stage	Justification of need and cost (links to the
---	----------------------------	---------------	-----	--------------	--



				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 unit	Qty	Total cost	Amount/Stage				Justification of need
					1	2	3	4	
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.

**project**

**AGREEMENT  
ON JOINT ACTIVITIES IN THE IMPLEMENTATION OF THE R&D results  
COMMERCIALIZATION PROJECT**

**№** \_\_\_\_\_

c. \_\_\_\_\_ « \_\_\_\_ » \_\_\_\_\_ 20 \_\_\_\_ y.

\_\_\_\_\_, BIN/IDN \_\_\_\_\_ in the person of (*name and surname*), acting on the basis of (*Articles of Incorporation, Power of Attorney of* \_\_\_\_\_ 20 \_\_\_\_ y. № \_\_\_\_), hereinafter referred 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 Attorney* \_\_\_ from \_\_\_\_\_ 20 \_\_\_\_), hereinafter referred to as **"Party 2"** (*Potential Grantee*), on the other hand,

\_\_\_\_\_, BIN/IDN \_\_\_\_\_, represented by (full name), acting on the basis of (*Articles of Association, Power of Attorney dated* \_\_\_\_\_ 20 \_\_\_\_ № \_\_\_\_), 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 № 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:

*Name of legal entity*

*Registered address:*

*Actual Address:*

*BIN*

*IIC*

*BIC*

**Title**

\_\_\_\_\_ Full Name

##### Side 3

*Name of legal entity*

*Registered address:*

*Actual Address:*

*BIN*

*IIC*

*BIC*

**Title**

\_\_\_\_\_ Full Name

##### Side 2

*Name of legal entity*

*Registered address:*

*Actual Address:*

*BIN*

*IIC*

*BIC*

**Title**

\_\_\_\_\_ Full Name

**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	<i>Production facility</i>			
2	<i>Office room</i>			
3	<i>Production equipment</i>			
4	<i>etc.</i>			
...				

**Party 1:**

Name of legal entity.

Registered address:

Actual Address:

BIN

IIC

BIC

**Position**

\_\_\_\_\_ **Full Name**

**Party 2:**

Name of legal entity.

Registered address:

Actual Address:

BIN

IIC

BIC

**Position**

\_\_\_\_\_ **Full Name**

**Party 3:**

Name of legal entity.

Registered address:

Actual Address:

BIN

IIC

BIC

**Position**

\_\_\_\_\_ **Full Name**



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



1 slide

# 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)

4 slide

- ☐ **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 Group

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

project

**Agreement**  
**grant for commercialization**  
**results of scientific and (or) scientific and technical activities**  
**№ \_\_\_\_\_**

c. Astana

" \_\_\_\_ " \_\_\_\_\_ 202\_

Joint Stock Company "Science Fund", hereinafter referred to as the "Foundation", represented by the Chairman of the Board \_\_\_\_\_, acting on the basis of the Statute, the decision of the Board of " \_\_\_\_ " \_\_\_\_\_. (Minutes № \_\_\_\_), on the one Side,

\_\_\_\_\_, BIN \_\_\_\_\_, hereinafter referred to as the "Competition Winner", represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, \_\_\_\_\_, BIN/IIN \_\_\_\_\_, hereinafter referred to as the "private partner", represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, and \_\_\_\_\_, BIN \_\_\_\_\_, hereinafter referred to as "Grantee", represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the other Party, hereinafter jointly referred to as "Parties", or separately as stated above, taking into account:

- 1) Law of the Republic of Kazakhstan "On science";
- 2) Law of the Republic of Kazakhstan "On commercialization of results of scientific and (or) scientific and technical activities";
- 3) The rules of 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 engaged in fundamental scientific research, approved by the Order of the Acting Minister of Science and Higher Education of the Republic Kazakhstan dated November 6, 2023 № 563
- 4) the decision of the National Science Council dated \_\_\_\_\_ № \_\_\_\_ in the direction of "Commercialization of the results of scientific and (or) scientific and technical activities";
- 5) the application of Grantee № \_\_\_\_\_ according to the project " \_\_\_\_\_ ",

have concluded this Agreement on the provision of a grant for the commercialization of the results of scientific and (or) scientific and technical activities on a gratuitous and irrevocable basis for the implementation of the project by the Grantee " \_\_\_\_\_ " (further - the Contract).

The winner of the competition, the Grantee, and the private partner hereby certify that they are familiar with the Competition documentation, regulatory legal acts of the Republic of Kazakhstan, and internal regulatory documents of the Fund posted on the official website science-fund.kz, regulating the procedure for financing and analysis of the targeted use of the allocated grant funds (ATUAF) for the commercialization of the results of scientific and (or) scientific and technical activities (hereinafter - R&D results).

## **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 R&D results, 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) Grantee - 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 Science and Technology Evaluation";
- 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 Grantees, on the basis of the documentation and information provided by them;
- 9) on-site ATUAF - comprehensive verification of Grantees' 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 Grantees 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 Grantee 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 202\_\_ year 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 Grantee 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:**

1) Request from the Winner of the competition, Grantee and/or private partner(s) (to be specified if there is/are (a) private partner(s)) any documents and information regarding the Project at any stage of its implementation under the Contract;

2) Analyze documents submitted by the Grantee confirming the implementation of activities under the Agreement for the relevant stage/period of time, including documents confirming the fact of payment by the Grantee for: goods supplied, work performed, services provided (contracts, acts of work performed, other documentation, etc.)

3) Carry out ATUAF, including on-site and post-grant mode to monitor the implementation of activities and declared costs of the Grantee both independently and by involving specialized organizations, independent experts;

4) 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;

5) In the event of any non-compliance with this Agreement in the course of the ATUAF, to demand that the Grantee rectify the violations within ten (10) work days of receipt of the notification from the Fund;

6) 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;

7) Refuse to provide the Grantee with the grant funds for the implementation of the Project, in case the Grantee and/or private partner fail to fulfill their obligations and/ or fail to fulfill the terms and conditions of this Agreement

8) Demand that the Grantee 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 Grantee and/or by the private partner to fulfill their obligations and/or to fulfill the terms and conditions of this Agreement;

9) Return the reports to the Grantee for revision;

10) Engage experts to conduct an independent expert review of the results of the implementation of the Project and/or its stages;

11) Appoint a new project manager during the term of this Agreement, post-grant ATUAF, with subsequent notification to the Grantee in writing;



12) 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 Grantee 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 Grantee 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) Demand from the Grantee 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.

15) Initiate the issue of terminating grant funding and recovering allocated funds in the event that the Competition Winner fails to submit the required supporting documents for the transfer of intellectual property rights within the specified period, as stipulated in subparagraph 2) of paragraph 2.6 of this Agreement.

16) In the event that the Grantee becomes involved in legal, criminal, administrative, or other property disputes related to the implementation of the Project, the Fund reserves the right to suspend project funding until the Grantee fully resolves the dispute (settles the relations) in accordance with the legislation of the Republic of Kazakhstan."

## **2.2 The Fund undertakes to:**

1) Carry out a phased allocation of grant funds for commercialization of R&D results, according to the terms of this Agreement, as well as according to Appendices 1, 2 and 4 to this Agreement (subject to the Grantee's obligations on co-financing), in accordance with the Funding Plan of the administrator of the budget program "State Institution Science Committee of the Ministry of Science and Higher Education of the Republic of Kazakhstan".

## **2.3 The Manager has the right to:**

- 1) Require the Grantee to submit, interim and final reports on the Project in accordance with the terms of this Agreement;
- 2) 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 Grantee 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 Grantee, 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 to the Fund for changes/additions in terms of the use of purchased/performed goods, works and services under this Agreement;
- 6) 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) 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 Manager shall:**

- 1) Ensure compliance with all applicable regulatory requirements of the Fund for the Project's ATUAF;
- 2) 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 Grantee 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 Grantee 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 Winner of the Competition has the right to:**

- 1) Receive from the Grantee and Science Fund all required information and documents pertaining to the implementation of the project.

#### **2.6 The Winner of the competition shall:**

- 1) Transfer to the Grantee the rights to use the R&D results 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 Science Fund (*subparagraph 1) of paragraph 2.6. does not apply if the project is implemented independently by the Winner of the competition/grantee*).
- 2) Transfer the existing intellectual property objects declared for use within the framework of the project for the term of this Agreement to the person (except for the case when the Winner of the Competition acts as a Grantee) implementing the project before the signing of the Agreement (in special cases, subject to the provision of the necessary justification by the Winner of the Competition to the Fund, it is allowed to complete this procedure within no more than 3 months of implementation project), in accordance with the current legislation of the Republic of Kazakhstan.
- 3) Monitor the implementation of the project by the Grantee 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 Grantee's failure to fulfill the terms and conditions of this Agreement, the Grantee shall bear the joint and several responsibilities.
- 4) Ensure the investment of co-financing funds into the current account of the Grantee № KZ\_\_\_\_\_ in the branch \_\_\_\_\_ in the city of \_\_\_\_\_ at least 50% 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 2.6 applies if there is co-financing from the funds of the Winner of the competition*).
- 5) Not to terminate the agreement/agreement on joint activities with a Private Partner unilaterally before the expiration of this Agreement.

#### **2.7 The private partner has the right to** (*paragraph 2.7 is applied in case of co-financing by the private partner and (or) provision of material and technical resources*):

- 1) Receive from the Grantee and the Fund all necessary information and documentation related to the implementation of the project;
- 2) In conjunction with the Grantee, manage and dispose of the products, results of implemented or developed technology, profits, and other revenues derived from the commercialization of R&D results, in accordance with the applicable agreement or joint activities agreement."

**2.8 The private partner shall** (*paragraph 2.8 is applied in case of co-financing by the private partner and (or) provision of material and technical resources*):

- 1) Ensure that co-financing funds are deposited into the Grantee'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 Fund;
- 3) Not to unilaterally terminate the Joint Activity Agreement with the Grantee prior to the expiration of this Agreement.
- 4) Provide, at the request of the NCSTE, all necessary information and documentation related to the implementation of the project for Monitoring;

**2.9 The Grant recipient has the right to:**

- 1) Obtain a grant for the commercialization of R&D results in accordance with the terms and conditions of this Agreement;
- 2) Utilize the project results for the purposes of registration, patenting, licensing, sale of intellectual property rights, and implementation in production;
- 3) Take appropriate measures to protect confidential (service and commercial) information as well as intellectual property;
- 4) Manage the obtained products, results of implemented or developed technology, profits, and other revenues derived from the commercialization of R&D results.

**2.10 The Grantee shall:**

- 1) 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) Submit to the Fund 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) Ensure the implementation of the measures envisaged in the framework of the Agreement in accordance with Appendices 1 and 2 of this Agreement;
- 5) 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 № 1, № 2;
- 6) Resolve the comments submitted by the Fund, including the project manager on all reports within the prescribed period of time;
- 7) At the written request of the Fund, 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) In the event of disputes with the parties to the Agreement or third parties in civil, criminal, administrative, or other matters as provided by the legislation of the Republic of Kazakhstan, notify the Fund in writing within 3 days;
- 9) Provide unimpeded access of the project manager and (or) representatives of the Fund to the Grantee's territory and (or) the Project site in order to conduct the on-site ATUAF;
- 10) Immediately inform the Fund in writing if the Grantee discovers any circumstances that prevent the implementation of the Project as a whole or the impracticality of its implementation;
- 11) within 10 (ten) work 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 by the results of the ATUAF;

- 12) In the event that the Fund discovers in the course of the ATUAF that activities under this Agreement have not been implemented, to remedy violations within ten (10) work days of receipt of a notification from the Fund;
- 13) Keep separate accounting of cash and property received under this Agreement from other cash and property owned and used by the Grantee;
- 14) 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.)
- 15) During the implementation of the project, ensure the proper storage of equipment, machinery, and other goods acquired with grant funds in warehouses and premises that prevent any damage and meet the storage conditions specified in the product's instructions or specifications;
- 16) Familiarize 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;
- 17) 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;
- 18) Place the Fund's logo on the equipment purchased with the grant funds and the results of the Project;
- 19) 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 R&D results, 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";
- 20) Include the following sentences on the packaging (labels) of the final product obtained by the end of the project: "Product of Kazakhstani Science" and "Funded by JSC "Science Fund";
- 21) Not to unilaterally terminate the contract/agreement on joint activities with the private partner until the expiry of this Agreement;
- 22) Upon written request of the Fund, provide financial statements and other information relating to the implementation of the project;
- 23) Ensure proper accounting and reporting, analysis of the actual cost of work performed/services rendered in the context of stages and activities;
- 24) Ensure the investment of co-financing funds into the current account of the Grantee № KZ\_\_\_\_\_ in the branch \_\_\_\_\_ in the city of \_\_\_\_\_ in the amount specified in this Agreement;
- 25) Ensure that the expenditure of grant funds and co-financing is carried out exclusively in a non-cash form and only from the accounts specified in this Agreement.
- 26) 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.
- 27) Ensure the continuation of the project implementation within 3 years after its completion (post-grant period);
- 28) The Grantee 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 co-financing funds of at least 50% of the co-financing amount for this stage. The remaining 50% of the co-financing funds must be deposited before the disbursement of the next grant tranche, and a certificate from a financial institution confirming the availability of co-financing funds must be provided. The Grantee is prohibited from withdrawing co-financing funds from the co-financing account, except for expenses directly related to the Project.

- 29) Ensure unhindered access of representatives of the NSCTE to the territory of the Grantee and (or) the place of implementation of the project for the purpose of Monitoring;
- 30) Provide, at the request of representatives of the NSCTE, all necessary documents related to the implementation of the project for the period of monitoring;
- 31) Issue an electronic invoice (hereinafter referred to as an e-invoice) for the act of completed work/services rendered between the Fund and the Grantee.
- 32) In the event of the withdrawal of the e-invoice at its own initiative, the Grantee must pay a penalty at their own expense, amounting to 1.25 times the base rate of the National Bank of the Republic of Kazakhstan, in accordance with paragraph 2 of Article 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 in fulfilling the tax obligation for tax payments to the budget, starting from the day following the due date for the submission of the Fund's tax declaration for the relevant tax period in which the VAT amount from the received e-invoice was credited, until the e-invoice is resubmitted to the Fund.
- 33) In the case of identifying unused grant funds, as reflected in the final report or discovered by the Fund during the ATUAF assessment, the Grantee must issue an additional EI with a negative sign for the amount of the unused grant funds."
- 2.11.** The Grantee has no right to use the funds and property of the grant for other purposes not related to the implementation of the project.
- 2.12.** Co-financing funds are spent in full and exclusively on the goals and objectives of the Project at each stage of the project.
- 2.13.** The Grantee is prohibited from any encumbrance of funds and/or property acquired during the implementation of this Agreement.
- 2.14.** The Grantee implements the Project in the territory of the Republic of Kazakhstan.
- 2.15.** The composition of the Project Group shall amount to at least four (4) but not exceed six (6) people. The Project Lead shall be a citizen of the Republic of Kazakhstan.
- The Grantee shall enter into an employment contract with the Project Lead for the entire duration of the Project, with a specified full-time working schedule.
- Replacement of members of the Project Group, except for the head, at any stage of the Project implementation is allowed with the written approval of the Fund.
- 2.16.** The Winner of the competition, the Grantee, and the private partner(s) shall be prohibited from replacing the Winner from the date of signing and during the term of this Contract.
- 2.17.** The Grantee may not purchase goods, works and services at the expense of the grant from the Parties involved in the implementation of the project.
- 2.18.** 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.
- 2.19.** The Winner of the competition, private partner, Grantee 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 Grantee 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 Grantee. The Grantee shall be responsible for any damage incurred from improper use and characteristics of the bank account. The Grantee 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 Grantee. 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 Grantee'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) work days from the date of signing the Agreement, subject to the fulfillment of subparagraph 28) of paragraph 2.10. 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 Grantee provides reporting, a signed act of completed work/services rendered between the Fund and the Grantee 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 Grantee 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 R&D results to the Grantee shall be made in accordance with the terms of the concluded Grant Agreement for commercialization of R&D results 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 Grantee 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) work days from the date the Fund sends the appropriate notification to the Grantee 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 Grantee shall be refunded in full within ten (10) work days by direct cashless transfer to the Foundation's bank account in the event of a breach by the Grantee of the conditions specified in paragraph 9.1. of this Agreement.

#### **4. Reporting procedure and form**

**4.1.** The Grantee 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 R&D results.

**4.3.** In case the submitted report is recognized as unsatisfactory by the Foundation, the notification on this fact shall be sent to the Grantee 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 Grantee shall, within ten (10) work 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee's approval, on the basis of the reports and

information submitted by the Grantee, on the progress of the Grantee in the implementation of the Project.

**5.5.** The Grantee 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 Grantee 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 Grantee for failure to achieve the results in the implementation of the Project.

**6.3.** The winner of the competition, the private partner and the Grantee shall be responsible for the accuracy of the information provided. In case the Grantee 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 Grantee'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 Grantee 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) work days from the date of receipt of notification from the Foundation.

**6.5.** In the case of a failure by the Grantee 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 Grantee 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) work days from the date of receipt of notification from the Foundation.

**6.6.** In the case the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee of subparagraph 23), paragraph 2.6 of this Agreement, the Fund shall have the right to recover and the Grantee 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 of non-compliance by the Private Partner with subparagraph 1) of paragraph 2.8 of this Agreement, the Fund has the right to claim and the Private Partner is obliged to pay a penalty of 10% of the total amount of co-financing for the corresponding stage upon the Fund's request. The payment of the penalty does not relieve the Private Partner from fulfilling subparagraph 1) of paragraph 2.8 of this Agreement (*paragraph 6.11 applies if there is co-financing from the Private Partner's 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](mailto:fn-antikor@science-fund.kz).

## **8. Environmental requirements**

**8.1.** In order to ensure safety and environmental protection, the Grantee 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 Group 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 Grantee 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 Grantee'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 Grantee have been revealed;
- 4) the Grantee has not used the grant funds for their intended purpose;
- 5) The Grantee fails to fulfill any obligations assumed under this Agreement;
- 6) the composition of the Project Group is changed without appropriate coordination with the Foundation, including in case of loss by the Grantee of the rights to the intellectual property indicated in the application for the grant for commercialization of the R&D results;
- 7) The Grantee 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.
- 10) 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 Grantee undertakes to return the previously

received grant amount for commercialization of R&D results and to pay penalties provided by this Agreement within 10 (ten) work 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 Grantee 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) work 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) work days from the occurrence or termination of the force majeure circumstances.

**10.5.** Unless otherwise instructed in writing by the Foundation, the Grantee 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 Grantee 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 Grantee: \_\_\_\_\_.

**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 Grantee 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 Grantee.

In this case, a request to modify and/or amend this Agreement shall be made by the Grantee no later than twenty (20) work days prior to the completion of the phase, except for good cause related to the Grantee'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, Grantee 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) work days from the date of such changes, with no amendments required to this Contract.

**13.5.** The Grantee 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 R&D results.

**13.7.** If necessary, the Fund has the right to request additional information from the Grantee in order to make a decision on the expediency of amendments and/or additions to this Agreement. The information provided by the Grantee 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"**

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

Chairman of the Board

\_\_\_\_\_  
stamp (signed)

**Winner of the competition:**

Address:  
Tel:  
BIN  
IIK  
BIK  
Bank name  
kbe

\_\_\_\_\_  
stamp (signed)

**Grantee:**

Address:  
Tel:  
BIN  
IIC  
BIK  
Bank name  
Kbe

\_\_\_\_\_  
stamp (signed)

**Private partner:**

Address:  
Tel:  
BIN  
IIC  
BIK  
Bank name  
Kbe

\_\_\_\_\_  
stamp (signed)

## CALENDAR PLAN

Project Name: № \_\_\_\_ « \_\_\_\_ »

№ stage	№ process	process name (event)	start (month, year)	Duration	Expected result	Responsible Person
<b>I</b>	1.1					
	1.2					
	1.3					
	1.4					
	1.5					
	1.6					
	1.7					
	1.8					
	1.9					
<b>II</b>	2.1					
	2.2					
	2.3					
	2.4					
	2.5					
	2.6					
	2.7					
<b>III</b>	3.1					
	3.2					
	3.3					
	3.4					
	3.5					
	3.6					
	3.7					
	3.8					

	3.9					
	3.10					
	3.11					
	3.12					
	3.13					
	3.14					
IV	4.1					
	4.2					
	4.3					
	4.4					
	4.5					
	4.6					
	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)

**Grantee:**

**Private partner:**

\_\_\_\_\_  
stamp (signed)

\_\_\_\_\_  
stamp (signed)





**COST ESTIMATE**

Project name: № \_\_\_\_ « \_\_\_\_\_ »

№	Naming of expenditures	Sum	Tranche (by project stages, indicate the amount)				Funding source (grant or co-financing)
			Stage 1	Stage 2	Stage 3	Stage 4	
1	Wage fund according to the staffing table						Grant
							Co-financing
							Total
2	Purchase of equipment and (or) software						Grant
							Co-financing
							Total
3	Preparation of production facilities						Grant
							Co-financing
							Total
4	Procurement of consumables and accessories						Grant
							Co-financing
							Total
5	Payment for services and (or) works of third parties						Grant
							Co-financing
							Total
6	Rental of production sites, premises and equipment						Grant
							Co-financing
							Total
7	Intellectual Property Protection						Grant
							Co-financing
							Total
8	Travel expenses						Co-financing
9	Costs of promoting a product and (or) service						Grant
							Co-financing

	to the market						Total
10	Tax liabilities and other obligatory payments to the budget						Grant
							Co-financing
							Total
11	Operating expenses						Grant
							Co-financing
							Total
12	Other co-financed expenses						Co-financing
	<b>Total grant:</b>						Grant
	<b>Amount withheld at the source of payment (VAT)</b>						
	<b>Amount of actual grant payments</b>						
	<b>Total co-financing:</b>						Co-financing
	<b>Total:</b>						Total

**Joint Stock Company  
"Science Fund"**

**Winner of the competition:**

\_\_\_\_\_  
stamp (signed)

\_\_\_\_\_  
stamp (signed)

**Grantee:**

**Private partner:**

\_\_\_\_\_  
stamp (signed)

\_\_\_\_\_  
stamp (signed)

## INTERIM (FINAL) REPORT FORM

“FULL NAME OF THE Grantee'S ORGANIZATION”  
 (“shortened organization’s name”)

project’s state registration №

APPROVED BY  
Head of organization  
“Name of Grantee’s organization”

\_\_\_\_\_  
“ \_\_\_\_ ” \_\_\_\_\_ 20 \_\_\_\_ .

## REPORT ON COMMERCIALIZATION PROJECT OF SCIENTIFIC AND (OR) SCIENTIFIC-TECHNICAL ACTIVITY RESULTS

“PROJECT TITLE”

interim/(final)

URN \_\_.\_\_.\_\_.\_\_

Head of organization \_\_\_\_\_ Full name  
(signature)

City, year

## CONTRIBUTORS TO THE REPORT (PROJECT GROUP)

Project lead	<hr/>	Full name (introduction, conclusion)
	signature, date	
Commercialization	<hr/>	Full name
Specialist	signature, date	(section executed)
Accountant	<hr/>	Full name
	signature, date	(section executed)
Contributor	<hr/>	Full name
	signature, date	(section executed)
Contributor	<hr/>	Full name
	signature, date	(section executed)
Contributor	<hr/>	Full name
	signature, date	(section executed)

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## **ABSTRACT**

### **KEYWORDS** (from 5 to 15 words)

This Report consists of \_\_\_\_ pages, \_\_\_\_ photos, \_\_\_\_ links, \_\_\_\_ appendices.

#### **General information about the Project**

Registration number (URN) and the name of the project –

The purpose of the project –

A brief description of the result of scientific and (or) scientific and technical activities

Registration number and date of the grant agreement –

Name of the Grantee –

Name of the Private Partner –

The amount of grant funds by calendar year (tenge):

Total (tenge):

1st year (tenge):

2nd year (tenge):

3rd year (tenge):

The amount of co-financing by calendar years (tenge):

Total (tenge):

1st year (tenge):

2nd year (tenge):

3rd year (tenge):

## **INTRODUCTION**

In the introduction of the interim report for the stage, the goals and objectives completed at this stage should be specified, as well as their place within the overall completion of the report.

In the introduction of the final report, a list of the titles of all prepared interim stage reports and their registration numbers should be provided if they were submitted to the relevant authority for registration.





## MAIN SECTION OF THE REPORT

### 1. DESCRIPTION OF THE WORK CARRIED OUT ACCORDING TO THE CALENDAR PLAN FOR THE REPORTING STAGE / PROJECT

*Each activity in the calendar plan must be represented as a separate section with a description of the results of the activities carried out, including both qualitative and quantitative characteristics.*

#### **Activity 1.1** “Title of the Activity”

**Expected results according to the Calendar plan:** \_\_\_\_\_.

**Results achieved within the implementation phase:** \_\_\_\_\_

*description of results of the work carried out*

#### **Activity 1.2** “Title of the Activity”

**Expected results according to the Calendar plan:** \_\_\_\_\_.

**Results achieved within the implementation phase:** \_\_\_\_\_

*description of results of the work carried out*

#### **Activity 1.3** “Title of the Activity”

**Expected results according to the Calendar plan:** \_\_\_\_\_.

**Results achieved within the implementation phase:** \_\_\_\_\_

*description of results of the work carried out*

*NOTE – When providing extensive materials or supporting documents for each section, reference them within the text of the report and include them as a numbered appendix to the report.*

## 1. CONCLUSION

A brief analysis of the work completed during the phase must be provided.

The expected results achieved, according to Section 1.3 of the Grant Agreement for the Commercialization of Scientific and Technical Activities, must be reflected.

The revenue generated from the project implementation must be reported (at the time of completion, it should be no less than 15% of the grant amount), including the planned production volume (services provided) and actual figures (what has been received/done, etc.). Additionally, the presence of copyrights, licensing agreements, patents (for inventions/utility models/plant varieties/industrial designs), PCT, Eurasian and/or European patents obtained as part of the project, and the region of implementation should be indicated.

*Note – By signing this report, the Grantee guarantees the accuracy of the provided information, documents/copies of documents, and is responsible under the legislation of the Republic of Kazakhstan for providing false information, documents/copies of documents.*

## APPENDIX A

The calendar plan of the project (scanned version from the original)

phase №	Activity №	Name of the Activity	Start (month, year)	End (month, year)	Expected results	Responsible persons
<b>I</b>	1.1					
	1.2					
	1.3					
	1.4					
	1.5					
	...					
<b>II</b>	2.1					
	2.2					
	2.3					
	2.4					
	2.5					
	...					
<b>III</b>	3.1					
	3.2					
	3.3					
	3.4					
	3.5					
	...					

## APPENDIX B

### Project's Cost Estimate (scanned version of the original)

№	Naming of expenditures	Amount	Tranche (by project stages, specify the amount)			Source of funding (Grant or co-financing)
			1 stage	2 stage	3 stage	
1	Wage fund according to the staffing table					Grant
						Co-financing
						Total
2	Purchase of equipment and (or) software					Grant
						Co-financing
						Total
3	Preparation of production facilities					Grant
						Co-financing
						Total
4	Procurement of consumables and accessories					Grant
						Co-financing
						Total
5	Payment for services and (or) works of third parties					Grant
						Co-financing
						Total
6	Rental of production sites, premises and equipment					Grant
						Co-financing
						Total
7	Intellectual Property Protection					Grant
						Co-financing
						Total
8	Travel expenses					Co-financing
9	Costs of promoting a product and (or) service to the market					Grant
						Co-financing
						Total
10	Tax liabilities and other obligatory payments to the budget					Grant
						Co-financing
						Total
11	Operating expenses					Grant
						Co-financing
						Total
12	Other co-financed expenses					Co-financing
<b>TOTAL GRANT:</b>						Grant
VAT Amount Withheld at the source of payment						
The amount of actual grant payments						Grant excluding VAT
<b>TOTAL CO-FINANCING:</b>						Co-financing
<b>TOTAL:</b>						Total

## APPENDIX C

### 3. 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 supporting documents	Note
		Grant funds	Co-financing	Grant funds	Co-financing	Grant funds	Co-financing		
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								

<b>11</b>	Operating expenses								
<b>12</b>	Other co-financed costs								
	<b>TOTAL</b>								

*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.*

## **APPENDIX D**

### **4. PHOTO, VIDEO MATERIALS**

*it is necessary to place numbered photo materials and links to video materials of the results of the event, indicating the name of the activity item and equipment*

## **APPENDIX E**

List of published works and reprints for the current reporting year (if available)

**REPORT ON THE ANALYSIS OF THE EFFECTIVENESS OF PROJECT IMPLEMENTATION**  
**AS OF "\_\_\_" \_\_\_\_\_ 202\_**

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

№ p / sp	Criterion name		Unit	Indicators at the beginning of the project	Project implementation period		Project post-implementation period
					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 manufactured products (services rendered)		quantity				
5	The share of local content in products, works and services		%				
6	Volume of products sold (services rendered)	Total	tenge				
		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 scientists (royalty)		tenge				
11	Wage	The whole Project Group	tenge				
		including scientists					
12	Purchase of fixed assets		tenge				

**Chief Executive Officer**

(signed)

P.L.

**Project Lead**

(signed)



**List of necessary documents for the complex check of the Grantee'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 (R&D results).

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 Grantee:***

- 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 Grantee 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**

(Grantee is a Start-up company).

***Documents to be submitted by the Grantee:***

- 1) certificate of state registration/re-registration of the legal entity;
- 2) Copy of the Charter certified by the seal of the Grantee (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 Grantee, 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 R&D results (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;
- 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 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 Grantee'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 Grantee (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 Grantee (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 Grantee (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 Grantee 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 R&D results (the original document must be provided for verification);
- 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 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 Project Lead;
- 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 Grantee 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 Grantee'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 2025-2027

### Check list

Project Name:

Applicant:

Unique record number:

#	Name	Compliant	Non-compliant	Note
1	Does the requested grant amount in the application exceed 350 (three hundred and fifty) million tenge, including: for 2025 - 21%, for 2026 - 57%, for 2027-22%, 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 Project Lead a citizen of the Republic of Kazakhstan?			
4	Presence of a commercialization specialist in the Project Group 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 Group 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 R&D results 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 Group 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 2025-2027.

**Head of the Expertise Department  
of NCSTE JSC**

\_\_\_\_\_ **Full name**

**Authorized person of NCSTE JSC**

\_\_\_\_\_ **Full Name**

*Date:* \_\_\_\_ 2024