## Competition documentation for an open public competition to receive Russian Science Foundation grants for research projects initiated by leading researchers in overseas

- 1. The competition to receive grants from the Russian Science Foundation for the priority area of the Russian Science Foundation's activity "Basic research and applied research conducted by leading researchers in overseas" is carried out in accordance with the Procedure for the competitive selection of scientific and technical programs and projects submitted to the competition of the Russian Science Foundation, by decision of the board of the Russian Science Foundation (hereinafter referred to as the Foundation) (minutes No. 2 dated February 6, 2025).
- 2. The source of the Foundation's grants shall be the Russian Federation's property contribution to the Russian Science Foundation.
- 3. Concepts used in this tender documentation:
- 3.1. **Team leader, Leading Scientist** a foreign or Russian scientist living abroad<sup>1</sup> who wishes to work in Russia and has, among other things, experience in creating advanced technical solutions and establishing a process for producing high-tech products.

The team leader cannot be replaced during the project implementation.

- 3.2. **Organization** a Russian scientific organization registered and located in the territory of the Russian Federation, a Russian educational institution of higher education, or another organization whose constituent documents provide for the possibility of performing research, an international (interstate and intergovernmental) research organization located in the territory of the Russian Federation.
- 3.3. **Qualified Customer** a qualified customer and (or) a technology partner who forms a Technology Proposal regarding the development of a technology that has no analogues<sup>2</sup> in the world (including one that achieves qualitatively new characteristics when used).

Confirmation of the possibility of implementing the specified technology are prototypes (laboratory samples, experimental samples, mock-ups) created during the project (hereinafter referred to as the prototype). The key characteristics of the prototypes are determined by a qualified customer within the framework of the Technological Proposal.

A qualified customer may be a Russian organization<sup>3</sup> operating in the real sector of the economy, as well as "integrators" formulating the key characteristics of the said prototypes, including for the purpose of organizing interaction with foreign partners and entering global markets.

Affiliated legal entities with the organization may not act as a qualified customer: the founders of a qualified customer may not include the organization and members of the research team; a member of the research team may not be the head of a qualified customer. A

<sup>&</sup>lt;sup>1</sup> Not a tax resident of the Russian Federation at the time of submitting an application for participation in the competition. Violation of the terms of this clause leads to rejection of the application at any stage of the competition.

<sup>&</sup>lt;sup>2</sup> Violation of the terms of this clause will result in rejection of the application at any stage of the competition.

<sup>3</sup> In the authorized (share) capital of which the share of direct or indirect (through third parties) participation of offshore companies in total does not exceed 25 percent, the profit of which in the previous three-year period is not less than the expected maximum amount of co-funding during the project implementation period. Violation of the terms of this clause leads to rejection of the application at any stage of the competition.

<sup>&</sup>lt;sup>4</sup> Legal entities that facilitate cooperation between scientists, scientific organizations and/or high-tech companies with other market participants, development institutions, state corporations and executive authorities, promoting the interests of high-tech companies, including with the aim of their entry into global markets, or investing in leading companies in the Russian Federation.

qualified customer may not participate in the competition as an organization implementing the technological proposal of this qualified customer.

A qualified customer may be replaced in cases of its reorganization, assignment of relevant rights within a group of companies or a holding company, or the adoption of decisions by the President of the Russian Federation or the Government of the Russian Federation that make it impossible for the qualified customer to continue to fulfill the relevant duties.

3.4. **Project** - a scientific, scientific and technical program or project that ensures an increase in the level of readiness for the use of promising and priority high-tech technologies, providing for the implementation of fundamental scientific research and exploratory scientific research under the supervision of a leading scientist of an applied nature that can contribute to the creation of high-tech production in the Russian Federation and aimed at creating a certain number of prototypes in the interests of a qualified customer that have key characteristics<sup>5</sup> determined by the qualified customer.

The project should be aimed at solving specific problems within the framework of priority areas<sup>6</sup> of scientific and technological development, as well as in technology development projects <sup>7</sup>(if any).

The implementation of the project should be aimed at attracting new competencies to scientific, educational organizations and enterprises of the real sector of the economy in organizing high-tech production aimed at increasing the level of readiness for the use of promising and priority high-tech technologies, the formation of scientific and technological reserves that ensure economic growth and social development of the Russian Federation, and the acquisition of new knowledge for the purpose of their subsequent practical application.

3.5. **Technological Proposal** — a proposal from a qualified customer to create or improve a domestic science-intensive technology<sup>8</sup>, which provides for the implementation of applied research under the supervision of a leading scientist as a backbone part of the project in order to obtain scientific and technical products in the interests of the qualified customer and achieve a practical result with specific technical and technological characteristics.

The number of Technological Proposals from a qualified customer is not limited.

- 3.6. **Agreement** an agreement providing for the implementation of the project between the Russian Science Foundation, the team leader, the organization and the qualified customer on the provision of a grant for conducting applied research.
- 3.7. **Contract** an agreement concluded between a qualified customer and an organization for the performance of research work in order to implement, control and accept applied research carried out within the framework of the project. The annexes to the Contract are the terms of reference and the schedule for the implementation of the research.
- 3.8. **Agreement on Electronic Signature** an agreement concluded between the Foundation and an organization or qualified customer on the recognition of a simple electronic signature as equivalent to a handwritten signature.
- 4. For the purposes of the competition, the qualified customer shall submit a Technological Proposal in accordance with the form of Appendix 1 to this tender documentation via the Fund's information and analytical system in the Internet information and telecommunications

<sup>8</sup> That has no analogues in the world (including achieving qualitatively new characteristics when used).

<sup>&</sup>lt;sup>5</sup> Technical requirements (initial data) for the scientific and technical products being developed and technical documentation for them, requirements for the scope of work and the form of presentation of results.

<sup>&</sup>lt;sup>6</sup> Approved by Decree of the President of the Russian Federation dated July 18, 2024 No. 529 "On approval of priority areas of scientific and technological development and a list of the most important science-intensive technologies".

<sup>&</sup>lt;sup>7</sup> National projects to ensure technological leadership of the Russian Federation, as well as projects to develop cross-cutting technologies and other projects to create high-tech products and implement technological innovations that are not national projects to ensure technological leadership of the Russian Federation.

network at https://ias.rscf.ru (hereinafter referred to as the IAS), in accordance with the current agreement on the EP.

The Technological Proposal must be submitted in the form of an electronic document signed via the IAS with a simple electronic signature or a qualified electronic signature of an authorized employee of the qualified customer, acting on the basis of a power of attorney (original or duly certified copy) or the charter of the qualified customer previously submitted to the Fund.

It is impossible to submit the Technological Proposal to the Foundation in any way other than that specified above.

By submitting the Technological Proposal, the qualified customer agrees to the terms of the competition.

In case of signing the Technological Proposal with a simple electronic signature of an authorized employee of a qualified customer, a printed copy of the Technological Proposal must be submitted to the Foundationwhen signing the agreement in accordance with paragraph 30 of these tender documentation.

A qualified customer has the right to revoke the submitted Technological Proposal by revoking the simple electronic signature in the IAS.

Subject to compliance with the mandatory requirements imposed on the Technological Proposal, the Foundationconducts the competition in order to achieve the results stated in the technological proposal.

- 5. The Foundation's grants are allocated<sup>10</sup> for the implementation of projects by research teams conducting<sup>11</sup> applied research under the supervision of a team leader (lead scientist) in the interests of a qualified customer based on an organization, in 2025–2029, with a subsequent possible<sup>12</sup> extension of the project implementation period for three years. The Foundation's grant is provided to the team leader on a gratuitous and non-refundable basis based on the results of a competition under the conditions stipulated by the Foundation, through the organization.
- 6. Priority support will be given<sup>13</sup> to projects that provide assistance in implementing national projects of technological leadership and (or) are necessary for the creation of high-tech products that have no analogues in the world.

Priority support will also be given to projects that involve the creation (achievement of qualitatively new characteristics using previously applied technology) of product prototypes,

<sup>&</sup>lt;sup>9</sup> With the submission to the IAS of a file containing information about the electronic signature of the authorized employee of the qualified customer (the coordinator of the qualified customer (if there is a corresponding power of attorney previously submitted to the Foundation) or the head of the qualified customer).

<sup>&</sup>lt;sup>10</sup> With the exception of studies aimed at human cloning, human genetic modification, the creation or genetic modification of a human embryo for research purposes or the production of stem cells. Research experiments involving humans, human material, animals as well as studies with a great impact on humans and their environment must obtain an approval from the ethics committee of the respective host organization, if such a committee exists.

<sup>&</sup>lt;sup>11</sup> Regardless of the position held by the team leader, his academic degree and citizenship, the organizational and legal form and form of ownership of legal entities with which the team leader and members of the research team will be in labor or civil law relations.

<sup>&</sup>lt;sup>12</sup> It is carried out on a competitive basis by decision of the Supervisory Board of the Foundation, given the availability of the Foundation's property.

<sup>&</sup>lt;sup>13</sup> Priority support will also be given to projects that will provide for the formation of a scientific and technical reserve in priority areas of scientific and technological development for the most important science-intensive technologies, as well as the creation and transfer to a technology partner (hereinafter referred to as a qualified customer) of prototypes, product samples, materials, the creation (improvement) of product prototypes, the creation of new or improvement of applied technologies, the possibility of using the results of the project in the implementation of economic activities of enterprises of the Russian Federation, the possibility of further development of the project through other instruments of state or extra-budgetary financing.

the creation of new applied technologies; the possibility of further development of the project through other instruments of state or extra-budgetary financing.

7. The size<sup>14</sup> of one grant of the Foundation shall range<sup>15</sup> from 20 (Tventy) to 80 (Eighty) million roubles annually.

The Foundation may alter the amount of annual funding in the event of insufficiency of the Foundation's assets for funding obligations or according to a decision by the Foundation's Board based on the results of an expert evaluation of the grant application, reports submitted on the implementation of the project and the proper use of the grant of the Foundation by its recipient.

- 8. In order to implement the project by a qualified customer in accordance with the Agreement, the qualified customer shall annually provide co-funding<sup>16</sup> in cash in the amount of at least 10 (Ten) percent of the amount of the Foundation grant, as well as, if necessary, assets (cash, material reserves, fixed assets and intangible assets) of the qualified customer used to implement the project, received by it from extra-budgetary sources, from incomegenerating activities (in the case of using cash) or created (acquired) at the expense of funds from extra-budgetary sources of material reserves, fixed assets and intangible assets. For the purpose of co-financing the projects supported as a result of the competition, during the entire period of their practical implementation using the Foundation grant, other funds, other than those provided by the qualified customer, may not be attracted, including funds from the state assignment, the organization's own funds and grants from other funds, unless otherwise provided by this competition documentation for the payment of specific expenses.
- 9. The team leader must have experience in creating or implementing technological solutions or technologies, setting up a process for manufacturing high-tech products.

The team leader must be<sup>17</sup> in an employment relationship with the organization for the entire period of practical implementation of the project, while the employment contract with the team leader must not contain conditions for remote work.

The employment contract with the team leader must provide for his/her full-time participation in the performance of work on the project on the territory of the organization 18 for at least 90

<sup>&</sup>lt;sup>14</sup> The grant of the Foundation is a gratuitous receipt and is recorded in the Chart of Accounts for the financial and economic activities of the organization as deferred income (gratuitous receipts). The grant is not cash held in the temporary possession of the organization.

<sup>&</sup>lt;sup>15</sup> The planned size of the Foundation grant is indicated in paragraph 1.8 of Form 1 of Appendix 1. Violation of the terms of this paragraph will result in rejection of the application at any stage of the competition.

<sup>&</sup>lt;sup>16</sup> The planned size of co-funding is specified in paragraph 1.13 of form Appendix 1 and in paragraph 1.12 of form 1 Appendix 2. Violation of the terms of this paragraph will result in rejection of the application at any stage of the competition.

Funds of a qualified customer in monetary form, permitted by the legislation of the Russian Federation, may be used as co-financing. Funds under the Agreement spent directly on the implementation of the project (excluding overhead costs) may be used as co-funding.

The following items are not recognized as co-financing: subsidies for financial support of a state (municipal) assignment; funds from funds to support scientific and technical, and innovative activities; funds from budgets of any level (federal budget, budgets of constituent entities of the Russian Federation, and local budgets) aimed at financial support for the implementation of state development programs, technology development projects, and other state support instruments, as well as assets acquired (created) using the specified sources.

<sup>&</sup>lt;sup>17</sup> The requirements for the employment contract are set out in Appendix 4. The team leader's right to dispose of grant funds arises from the moment of making (if necessary) changes to the current employment contract with the organization or concluding an employment (fixed-term employment) contract with the organization in accordance with the agreement.

<sup>&</sup>lt;sup>18</sup> The organization is obliged to notify the Foundation about the provision of leave/leave without pay for a total period of more than 90 calendar days to the team leader during the previous 365 calendar days (or from the date of signing the agreement) and not to spend grant funds until the Foundation makes a decision to continue the implementation of the project.

days annually<sup>19</sup>. A qualified customer may provide for an increase in the duration of annual presence.

The team leader must begin his/her duties within 180 days from the date of signing the agreement.

10. The team leader and members of the research team may be<sup>20</sup> employees of the organization and other persons involved in the implementation of the project and who are in labor<sup>21</sup> or civil relations with the organization for the duration of the practical implementation of the project.

The team leader<sup>22</sup> may not be a scientist who performs the functions of the team leader of a project supported by the Foundation (other than one selected by the Foundation during competitions coordinated with foreign partners), the implementation period of which has not been completed as of January 1, 2025.

- 11. A scientist whose right to participate in competitions is limited in accordance with the Procedure for the competitive selection of scientific and technical programs and projects providing for the implementation of research submitted to the competition of the Russian Science Foundation, or the Regulation on the expert councils of the Russian Science Foundation cannot be a team leader.
- 12. A scientist who, in any capacity, participates in the implementation of two<sup>23</sup> or more projects supported by the Foundation, at the time of his/her inclusion in the executors of the project that won the given competition, cannot be a member of the research team during the practical implementation of the project.

An employee of an organization to whom the team leader is directly administratively subordinate, cannot be a member of the research team.

- 13. The team leader shall be entitled<sup>24</sup> to submit only one application<sup>25</sup> to take part in this<sup>26</sup> competition. There shall be no restriction on the number of projects funded through one organisation.
- 14. It shall not be permitted to submit to the Foundation a project that is similar in scope to a project<sup>27</sup> which has been concurrently submitted for the other competitions of the Foundation

<sup>&</sup>lt;sup>19</sup> In the first year of project implementation - at least 60 days.

<sup>&</sup>lt;sup>20</sup> During the practical implementation of the project, the organization is obliged to notify the Foundation within 20 (twenty) working days about changes in the composition of the research team - recipients of the Foundation grant, about changes in the last name, first name and/or patronymic of a member of the research team in the personal account of the organization's coordinator in the Foundation's Information and Analytical System in the IAS

<sup>&</sup>lt;sup>21</sup> Requirements for employment and civil law contracts are set out in Appendix 4.

<sup>&</sup>lt;sup>22</sup> The team leader cannot be replaced during the project implementation. The agreement will be terminated if the team leader is unable to perform his/her duties, including due to significant circumstances: death, serious illness, recognition as missing, recognition as incompetent, pregnancy and childbirth.

<sup>&</sup>lt;sup>23</sup> The team leader may simultaneously additionally lead one international project selected by the Foundation jointly with foreign partners, and participate in one project of the Foundation as a team member.

<sup>&</sup>lt;sup>24</sup> The number of other projects where he or she is declared as the member of the team but is not entitled as the leader of the project shall not be limited.

<sup>&</sup>lt;sup>25</sup> A breach of the terms of this clause shall result in the rejection of the application at any stage.

<sup>&</sup>lt;sup>26</sup> In the case of the engagement of the Russian research team leader in other competitions held by Foundation at the same time, as well as in the implementation of the other projects, he shall attach to the second and subsequent applications a declaration of his priorities for the implementation of the projects submitted to the Foundation. This declaration form is automatically generated in IAS, it should be printed and signed. The leader of the Russian research team must notify the leader of the foreign research team about these priorities at the stage of preparing the application.

<sup>&</sup>lt;sup>27</sup> Projects similar to this project application with respect to the goals, objectives, targets, subjects and methods of research as well as to the results expected. Project comparison and relevant investigation is carried out by the Expert Council of the Foundation.

or other research foundations or organisations<sup>28</sup> (other than those specified by this competition documentation) or which is currently being implemented using the funds of foundations or organisations, a government (municipal) objective or development programmes funded by the federal budget. If these conditions are violated, the Foundation shall discontinue funding for the project regardless of its stage of implementation with the simultaneous recovery of the funds paid to the recipient of the grant of the Foundation in the prescribed manner.

- 15. The projects supported as a result of the competition may not contain information that constitutes a state secret or other restricted information that is to be protected in accordance with the legislation of the Russian Federation. The funding of the project by the grant of the Foundation shall be discontinued if such information arises over the implementation of the project.
- 16. A mandatory condition for the provision of the grant by the Foundation shall be the undertaking of the following obligations by the international research team:
- 16.1. To make the results of their research a part of the public domain in accordance with the legislation of the Russian Federation by publishing them in Russian and foreign peer-reviewed scientific journals;
  - 16.2. To publish<sup>29</sup> in Russian and foreign peer-reviewed<sup>30</sup> scientific journals<sup>31</sup> during the practical implementation of the project certain number<sup>32</sup> of publications containing the results of research;
- 16.3. To mention the financial support received from the Foundation, the qualified customer, if necessary, and indicate the organisation, through which the funding of the project is performed, in published results of any research work performed as part of a project funded by the Foundation;

Before disclosure, including publication, of any scientific work carried out within the framework of the project, the project abstract and reports on the implementation of the project, the composition of the materials must be preliminarily agreed upon with a qualified customer. The materials must not contain confidential information obtained within the framework of the project.

16.4. To agree that the summary of the supported project and relevant project implementation reports will be published by the Foundation, including publication on the Internet as well as the use by the Foundation for non-commercial purposes of reporting materials containing the results of the project;

<sup>29</sup> The number of publications planned for publication is indicated in clause 1.11 of form 1 of Appendix 1. Violation of of this clause shall result in the rejection of the application at any stage of processing.

scientific publications are indexed, and / or scientific publications by sending to the winners of the competition relevant written notice.

<sup>&</sup>lt;sup>28</sup> With the exception of organizations that provided co-funding to the project.

<sup>&</sup>lt;sup>30</sup> Publications indexed in foreign bibliographic databases of publications and/or Russian Science Citation Index (RSCI).

<sup>&</sup>lt;sup>31</sup>The Foundation has the right to establish (change) the list of international databases in which scientific publications are indexed, and / or scientific publications, publications in which will be taken into account with a multiplier.

In cases of adoption by the authorities of the Russian Federation or the Foundation's management bodies of the relevant decision, the Foundation has the right not less than 8 months before the start of the reporting period in

unilaterally establish or change the list of international databases in which

<sup>&</sup>lt;sup>32</sup> No more than half of the specified publications may be replaced by a productive result of intellectual activity, which may include: rights to the results of intellectual activity obtained within the framework of the project, transferred to a qualified customer on a paid basis; rights to use the result of intellectual activity granted to a qualified customer on the basis of a paid license agreement.

- 16.5. To agree on the possible international review of the application submitted to the competition;
- 16.6. To agree for the implementation by the Ministry of Science and Higher Education of the Russian Federation and the state financial control bodies of mandatory checks of compliance by the recipient of the grant with the terms, goals and procedure for its provision.

When implementing the project, the research team, represented by the team leader, has the right to:

- 16.6. Conduct schools for young scientists on the subject of the project on the territory of the Russian Federation (including on the basis of the organization and (or) a qualified customer) with results published on respective web-sites.
- 16.7. To attract young scientists (postdocs) aged under 35 from other organizations. The team leader has the right to:
- 16.8. Conduct teaching activities, provide scientific supervision to postgraduate students, applicants and doctoral candidates.
- 16.9. Provide consulting services to a qualified customer, paid for by co-funding of the project.
- 16.10. The organization and the qualified customer have the right to use their own funds (except for the grant and co-funding) to pay (reimburse) the expenses<sup>33</sup> for the relocation of the leading scientist, members of his family and transportation of property, for settling in a new place of residence, as well as the expenses<sup>34</sup> for the rental (sublease) of residential premises for the leading scientist and members of his family.
- 17. The application for the competition is submitted<sup>35</sup> in accordance with Appendix 1 to this competition documentation through the Information and analytical system of the Foundation in Internet via https://ias.rscf.ru (hereinafter IAS) in accordance with the agreement <sup>36</sup> between the Foundation and the organization on the recognition of a simple electronic signature as equivalent to a handwritten signature (hereinafter referred to as the EDS agreement) as well as a simple electronic signature or a qualified<sup>37</sup> electronic signature of an authorized employee of the organization acting on the basis of a power of attorney previously submitted to the Foundation (original or duly certified copy) or the charter of the organization.

and members of his family at the expense of a grant from the Foundation and co-financing must not exceed those established in paragraph 4 of the Resolution of the Government of the Russian Federation of October 27, 2012 No. 1103 and paragraph 7 of the Rules approved by this resolution. Exceeding amounts are paid at the expense of the organization's own funds and (or) qualified customers.

<sup>35</sup>The application processing cycle consists of the following stages: registration of the project leader and up to three core investigators (if this has not been done earlier), filling in the information on the project leader and the core investigators in the IAS, signing the application with a simple electronic signature through IAS by the core investigators and the project leader, registration of the application in IAS by signing it with a simple electronic signature by an authorized employee of the host organization.

<sup>36</sup> An application through the organization with which the Foundation has not signed a corresponding EDS agreement, or in the event of termination of the power of attorney authorized to sign applications by a simple electronic signature of an employee of the organization, can not be submitted.

<sup>37</sup> With submission to the IAS of a file containing information on the electronic signature of an authorized employee of the organization (coordinator of the organization (if there is a corresponding power of attorney previously submitted to the Foundation) or the head of the organization).

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<sup>&</sup>lt;sup>33</sup> The amount of compensation for expenses related to the relocation of a leading scientist, members of his family and transportation of property, and for settling in a new place of residence at the expense of the Foundation grant and co-funding must not exceed the limits established by the Decree of the Government of the Russian Federation of August 11, 2007, No. 514. The exceeding amounts are paid at the expense of the organization's own funds and (or) qualified customers, other than the Foundation grant and co-funding.

<sup>34</sup> The amount of compensation for expenses on the rental (sublease) of residential premises for a leading scientist

Submission of an application is possible only through the organization, with which the Foundation has signed an EDS agreement, and if there is a valid power of attorney issued by the organization to its employee, an authorized employee of the organization authorized to sign applications with a simple electronic signature.

The application for the competition must be submitted in the form of an electronic document signed through the IAS with simple electronic signatures of the core investigators, the project leader and an authorized employee of the organization, acting on the basis of a power of attorney previously submitted to the Foundation (original or duly certified copy).

It is not possible to submit an application to the Foundation in any other way than the one mentioned above. Submission of an application to the Foundation in a different way from the abovementioned is not possible.

18. The application is submitted to the Foundation in Russian language, individual fields of the application forms are filled in English (only where it is specifically indicated).

A hard copy of the application must be submitted to the Foundation upon signing a grant agreement between the Russian Science Foundation, the project leader and the organization (hereinafter referred to as the agreement) in accordance with clause 32 of this tender documentation.

- 19. The application must be registered in the IAS by an authorized employee of the Organization's organization no later than 17 hours 00 minutes (Moscow time) on 4 April 2025.
- 20. The following applications are not eligible for the competition:
  - a) applications that are completed and/or submitted to the Foundation with violations of the requirements of clauses 19, 20 and 21 of this competition documentation;
  - b) applications that are completed and submitted to the Foundation with violations of the requirements for the content of the application to take part in the competition set forth in the announcement on the competition and the competition documentation;
  - c) applications whose content violates the requirements of clauses 3-5, 7<sup>38</sup>, 7-8, 10, 11, 13-18, 35, 37 of this competition documentation, including the qualification requirements set out in clause 10;
  - d|) applications containing inconsistent information regarding applicants' qualification requirements, namely in clause 2.9 of Form 2 of Appendix 1.
- 21. The Foundation shall notify the Russian team leader via the IAS about the registration of the application in the form of an electronic document, about non-eligibility<sup>39</sup> status of the application (indicating the reason, if the application is not admitted to the competition), the results of the competition.
- 22. The Russian team leader shall be entitled to withdraw an application submitted for a competition by revoking its simple electronic signature in the IAS.
- 23. The Russian team leader shall be entitled to make changes to an application submitted for a competition only in the form of its withdrawal in accordance with clause 25 of this competition documentation and the submission of a new application for the competition by the required deadlines.
- 24. Applications eligible for the competition shall undergo review procedures in accordance with the Procedure for the expert evaluation of scientific and technical programmes and

<sup>&</sup>lt;sup>38</sup> If the project leader concludes with the Foundation a new grant agreement based on the results of another competition of the Foundation or consideration of applications from persons implementing RSF-funded projects, prior to the approval of the results of this competition by the Board, leading to a non-compliance of the application with paragraph 7 of the competition documentation, the application is rejected at any stage of its consideration.

<sup>&</sup>lt;sup>39</sup> Within 10 (ten) days after notification by the Foundation through IAS about the non-eligibility status of the application, the respective project leader has the right to submit written objections to the conclusions of the Foundation.

projects submitted for a competition of the Russian Science Foundation and the Criteria for the competitive selection of scientific and technical programmes and projects submitted for a competition of the Russian Science Foundation<sup>40</sup>. Applications shall be referred for an expert evaluation in accordance with the classifier codes for the branches of knowledge specified by the Russian team leaders in the applications.

- 25. The competition results shall be approved by the Foundation's Board by 2 June 2025.
- 26. The list of supported projects based on the competition results shall be published on the Foundation's website no later than 10 days after the competition results are determined.
- 27. The texts of the agreements shall be sent to the leaders of Russian teams whose projects were supported by the Foundation via the IAS system within 15 business days after the approval date of the competition results, for completion and signing. The will contain the following information:
- the area of research;
- the work plan and cost estimate<sup>41</sup> of research; list of members<sup>42</sup> of the Russian research team recipients of the Foundation's grant;
- the duty of the Russian team leader to submit an annual report on the project's implementation;
- the duty of the organisation to provide the Russian research team with the necessary facility, as well as access to the available experimental base for research;
- the duty of the organisation to conclude civil or employment (fixed-term) contracts with each member of the Russian research team<sup>43</sup>;
- the duty of the organisation to pay to the members of the Russian research team remuneration for work performed as part of the project under written orders from the Russian team leader:
- the duty of the organisation to maintain separate records of expenditures of the grant of the Foundation (including the overheads expenditures) and present reports on its proper use;
- the conditions and procedure for the parties to terminate the agreement, including in the event the Foundation identifies the misuse of the grant of the Foundation;
  - the consent of the organization to the implementation by the Ministry of Science and Higher Education of the Russian Federation and state financial control bodies of mandatory checks of the grant recipient's compliance with the terms, objectives and procedure for its provision, as well as to the implementation of checks by state (municipal) financial control bodies in accordance with Articles 268.1 and 269.2 of the Budget Code of the Russian Federation;
  - the obligation of the organization, in the manner<sup>44</sup> established by the Government of the Russian Federation, to ensure the placement in the information systems determined by the Government of the Russian Federation of information on the work, on the results of the work, on the copyright holders and rights to the results of intellectual activity created in the process of performing research;
- other rights and duties of the Foundation, the Russian team leader and organisation associated with the use of the grant of the Foundation in compliance with the provisions of this competition documentation.

<sup>43</sup> If such contracts were not previously concluded.

<sup>&</sup>lt;sup>40</sup> The documents were published on the Internet at the address http://rscf.ru/ru/documents.

<sup>&</sup>lt;sup>41</sup> For reference purpose only.

<sup>&</sup>lt;sup>42</sup> For reference purpose only.

<sup>&</sup>lt;sup>44</sup> Resolution of the Government of the Russian Federation of April 12, 2013 No. 327 "On the unified state information system for recording research, experimental design and technological work for civil purposes".

- 28. The amount of the Foundation's financial support for the project in the agreement may be reduced compared to the amount requested by the Russian team leader in accordance with the decision of the Foundation's Board based on the recommendations from the Foundation's Expert Council.
- 29. The Foundation may not conclude an agreement if the head of the project, declared in the agreement is different compared to the materials of the relevant application that has undergone the expert evaluation procedure.
- 30. Within 15 business days after receipt via the IAS of a draft agreement signed by the Russian team leader and authorised representative of the organisation, the agreement together with a hard copy<sup>45</sup> of the application and additional materials drawn up in accordance with clauses 19, 20 of this competition documentation must also be submitted or a substantiated refusal by the Russian team leader or organisation to sign the agreement must be submitted to the Foundation.

The Russian team leader shall independently choose the method for delivering the signed agreement to the Foundation that ensures that it is received by the Foundation on time. If this deadline is violated, the Russian team leader and organisation shall notify the Foundation about the impermissible delay with the signing of the agreement. If the duly signed agreement is not received by the Foundation within the following 5 business days, the relevant project shall be excluded from the list of projects supported by the Foundation, and the relevant notice will be published on the Foundation's official website.

- 31. The Foundation's grant and co-funding may be used solely in compliance with the purposes<sup>46</sup> specified in the agreement.
- 32. The identification of the misuse of the grant of the Foundation shall constitute grounds for the termination of the agreement and the return of the grant of the Foundation in the manner prescribed by the agreement.
- 33. The intellectual property rights originated from collective creative work during the implementation of the project will be used by their holders on equal terms and in accordance with national legislation. The Russian Federation may use<sup>47</sup> for public needs the results of intellectual activity created by the Russian research team<sup>48</sup> on the conditions of a royalty-free, ordinary (non-exclusive) licence granted by the right holder to the government, with the payment by the government of the compensation to the respective intellectual property rights holders.

The rights to the intellectual property rights created during the implementation of the project using co-funding as well as the procedure for their transfer to a qualified customer (industrial partner), are determined by the relevant agreement with the qualified customer.

- 34. The organisation shall be responsible for the proper use of the Foundation's grant.
- 35. The organisation's overhead may not exceed 5 (Five) percent of the amount of the Foundation's grant.

<sup>&</sup>lt;sup>45</sup> It is submitted in case of signing the application with a simple electronic signature of an authorized employee of the organization.

<sup>&</sup>lt;sup>46</sup> The awarded grant funds may not be expended on project costs incurred for the construction of capital facilities, for educational activities, for organization and conducting any scientific or educational events.

<sup>&</sup>lt;sup>47</sup> The organisation is responsible for settling matters associated with the implementation of this clause with the foreign research team.

<sup>&</sup>lt;sup>48</sup> In accordance with article 1228 of the Civil Code of the Russian Federation, a citizen is recognized as the author of the result of the intellectual property if his/her creative work created such a result; the IPR created by creative work initially arises from its author; this right may be transferred by the author to another person under the contract, and may also be transferred to other persons on other grounds established by law (including in accordance with Article 1370 of the Civil Code of the Russian Federation the exclusive right to a service invention, service utility model or service industrial design and the right to obtain a patent belongs to the employer, unless otherwise provided by the labor or civil law contract between the employee and the employer).

Payment for research work performed by the third-party organizations can not exceed 10 (Ten) percent of the grant amount.

Payment for the work and services of a qualified customer (industrial partner), including its employees, at the expense of the project funds is not permitted.

## Requirements for labor and civil contracts concluded with members of the research team

The practical implementation of the project and the expenditure of grant funds may only be carried out during the period of lawful implementation of the concluded employment (fixed-term employment) contract with the team leader, which complies with the labor legislation of the Russian Federation and the terms of the agreement.

The team leader may not be an employee of the organization at the time of filing the application, but, in the event of winning the competition, must conclude an employment contract with the organization. If the team leader is not a citizen of the Russian Federation, the organization must complete all procedures stipulated by the legislation of the Russian Federation for the employment of foreign citizens.

It is not allowed to fulfill the obligations stipulated by the employment (fixed-term employment) contract, which correspond to the terms of the agreement, with the actual place of work outside the territory of the Russian Federation.

Employment contracts with the team leader and members of the research team cannot provide for the possibility of carrying out work activities outside the territory of the Russian Federation (including by sending the employee on a business trip, the significant duration of which is not due to the goals of the project). Sending the team leader and members of the research team on a business trip outside the Russian Federation is possible. The working hours shall be calculated based on the weekly work schedule (except for employees engaged in round-the-clock continuous work, as well as other types of work where, due to the production (work) conditions, the established daily or weekly working hours cannot be observed (Article 104 of the Labor Code of the Russian Federation)).

Flexible working hours shall ensure that the employee works the total number of working hours during the working day or week (Article 102 of the Labor Code of the Russian Federation).

The conclusion of civil contracts with members of the scientific team shall be accompanied by the definition and justification of the initial (maximum) price of the contract. Contracts shall contain the estimated parameters (technical requirements) of the ordered work or services; their implementation may not involve the use of equipment or materials, as well as the corresponding access to work (access to medical or pharmaceutical activities, access to confidential or personal information) that are inaccessible to the contractor or absent from him. The contract shall be physically feasible within the timeframes specified therein. Following the completion of the contract (stage of the contract), the organization must submit a research and development report, prepared in accordance with GOST, or another document confirming the fact that work has been completed (services have been rendered).

The Russian Science Foundation informs that the performance of additional work in another or the same profession (position) for additional pay during the established duration of the working day (shift), along with the work specified in the employment contract, is assigned with the written consent of the employee (Article 60.2 of the Labor Code of the Russian Federation), the amount of additional payment is established by agreement of the parties to the employment contract, taking into account the content and (or) volume of additional work (Article 151 of the Labor Code of the Russian Federation). Combining professions (positions) refers to work in conditions that deviate from normal, the employee is made the appropriate payments stipulated by labor legislation and other regulatory legal acts containing labor law standards, a collective agreement, agreements, local regulations, and an employment contract (Article 149 of the Labor Code of the Russian Federation). In accordance with the Order of the Ministry of Health and Social Development of Russia dated

29.12.2007 No. 822, payments for combining professions (positions) are related to compensatory payments and are established in addition to salaries (official salaries), wage rates of employees. Compensatory payments, the amounts and conditions for their implementation are established by collective agreements, agreements, local regulations. The amounts and conditions for making compensatory payments are specified in the employees' employment contracts. In accordance with the Order of Rostrud dated 11.11.2022 No. 253, an additional agreement to an existing employment contract regarding the performance of additional work must be drawn up for combining jobs. By the time additional work is assigned to an employee, its scope must already be formalized in employment contracts with other temporarily absent employees, in job descriptions for vacant positions in the staffing table, etc.