

Открытый Международный Конкурс

на архитектурно-градостроительную концепцию развития территории Имеретинской набережной на федеральной территории «Сириус»

*Правила
конкурса*

Open International Competition

*for an architectural
and urban planning concept
for the development of the
Imeretinskaya embankment
on the Sirius federal
territory*

*Rules of the
Competition*

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Introduction

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1.1. Grounds for the Competition

International two-stage competition for the best architectural and urban planning concepts for the development of Imeretinskaya embankment of the Sirius federal territory is organised by the Public Development Corporation VEB.RF (PSRN 1077711000102) and Educational Foundation TALENT AND SUCCESS (PSRN 1147700000172). The Partner of VEB.RF in organisation of the Competition is LLC KB Strelka (PSRN 1137746792974) (hereinafter, "Competition Partner").

1.2. Subject of the Competition

The Subject of the Competition is the development of an Architectural and Urban Planning Concept for the Development of Imeretinskaya Embankment of the Sirius Federal Territory in line with the requirements of the Brief of the Competition.

1.3. Goals and objectives of the Competition

The Competition's goals are:

- a. preparation of Architectural and Urban Planning Concepts for the Development of Imeretinskaya Embankment of the Sirius Federal Territory by 6 (six) Competition Participants
 - b. identifying the Winner and 2 (two) Awardees of the Competition from among Competition Participants.
- The Competition is open to all persons complying with the standards stipulated by these Rules.

1.4. The words and expressions used in these Rules with a capital letter have the meaning set forth in Appendix 1.

Competition procedure

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2.1. Competition procedure

This item contains a short description of the Competition procedure that illustrates the progression and content of its principal activities and stages.

Stage 1. Prequalification for the Competition

- a. Announcement of the Competition.
The Competition is considered to be announced as soon as the Invitation to Participate document and these Competition Rules are published at the Competition Website.
- b. Submission of Applications by the Applicants.
The persons wishing to participate in the Competition and meeting the requirements of these Competition Rules must submit their Applications within the period and in accordance with the procedure by these Competition Rules. Applications are submitted in the user account area of the Competition Website.

- c. Preliminary examination of Applications.
The Competition Partner examines and analyses the Applications for the compliance with the formal requirements of the Competition and Qualification criteria. The Competition Partner shall form the Qualification Report for consideration by the Jury.
- d. Confirmation and provision of the Brief to the Participants.
Preparation of the Brief with administrative participation of the Competition Partner. Review and approval of the Brief by the Jury. Provision of the Brief to the Participants.
- e. Selection of 6 (six) Competition Participants of whom 4 (four) Participants are Established Applicants and 2 (two) Participants are Young Applicants by the Jury. The Qualification Criteria used by the Jury are described in the Appendix 4.

Stage 2 – Identification of the Winner and Awardees

- f. Preparation and submission of Competition Proposals by the Participants.
The Competition Partner signs a Contract with each of the Participants. The Competition Partner shall arrange a visit of the Project Territory by the Participants and conducts a Orientation Meeting. Participants develop their Competition Proposals in line with the Brief.
- g. Anonymity of Competition Proposals.
The Architectural and Urban Planning Concepts are submitted by the Participants and reviewed by the Jury anonymously. The concepts must not contain any indication of their authors. Proposals that do not conform to the requirement of anonymity will be suspended from the Competition.
- h. Evaluation of Competition Proposals.
The Jury carry out a comprehensive assessment of the Architectural and Urban Planning Concepts for the Territory's Development prepared by the Participants against Competition's formal requirements as well as the requirements of the Brief. The Expert Committee may be engaged in the performance of the complex assessment of Competition Proposals.
- i. Selection of the Winner and Awardees of the Competition.
By using ranked-choice voting, the Jury determines the Winner and two Awardees from among the Participants. Their Architectural and Urban Planning Concepts of the Territory's Development will be assigned the first, second and third places.

2.2. Competition Schedule

Competition schedule is presented in the Appendix 2.

Competition partner



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3.1 Competition Partner

A Competition Partner is organisation authorised by the Organiser to perform all the functions related to the staging of the Competition and required for the competition process, including (but not limited to) the publication of information about the Competition, acceptance of messages, information and documents from the Applicants and Participants, provision of clarifications in respect of the Competition Materials and the Competition itself, organisation of the Jury and the Expert Committee, as well as the performance of other functions designated in the Competition Materials and/or that may be required from the Competition Partner to hold the Competition.

Jury



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4.1. General provisions

- a. The Jury is a working body of the Competition. The Jury brings together international and Russian experts from the relevant industries, representatives of VEB.RF and of the Sirius Federal Territory.
- b. Members of the Jury are appointed and act in their personal capacity and not as representatives of organisations, of which they may be members, employees, or managers. They must neither accept and carry out nor request from any person instructions regarding the decisions made by them within their remit.
- c. In its work, the Jury is governed by the principles of professionalism, independence of opinions and objectivity in decision-making, by the provisions of the Competition Materials, and by the legislation of the Russian Federation.

4.2. Structure of the Jury

The identities of the Jury are presented in the Appendix 3.

4.3. Powers of the Jury

The powers of the Jury include, among other things:

- a. selection of Participants from among the Applicants;
- b. decisions on dismissal (denial of participation, disqualification) of Applicants and Participants, including cases when Applicants and Participants or their Applications and Competition proposals do not conform to the requirements of the Competition Materials;
- c. approval of the Brief;
- d. making decisions on correcting the Competition Criteria under condition that such decision is made no later than 2 (two) weeks prior to the deadline for submission of Applications in accordance with the Competition Schedule. The updated Competition Rules are published at the Competition Website

- with notification sent to the email of all the Applicants who submitted their Applications;
- e. assessment and comparison of the Architectural and Urban Planning Concepts for the Territory's Development, selection of the Winner and Awardees.

4.4. Work of the Jury

- a. The work of the Jury is performed during the arranged meetings. Within Competition's framework, the Jury meets at least twice
 - I. to select Participants from among the Applicants, and;
 - II. to select the Awardees and identify the Competition Winner.Meetings of the Jury are convened by the Competition Partner (including by decision of the Jury or on initiative from any of its members). Meetings of the Jury take place at the Sirius Federal Territory, or in a mixed format (online meetings are also allowed).
- b. A Jury session is valid (has a quorum) if no less than half of the listed members of the Jury take part.
- c. Representatives of the Competition Partner are present at the meetings of the Jury. Representatives of the Competition Partner have the right to inform the Jury about the powers of the Jury, objectives of the specific meeting, and procedural aspects of the Jury's work, including the voting and decision-making procedures. On invitation from the Jury, the representatives of the Expert Committee may take part in the meetings to provide the necessary consulting assistance.

4.5. Decision-making

- a. Decisions by the Jury are made by voting and a simple majority of those present at the meeting (participating in the voting online) is required. If the decision cannot be made by simple majority voting or if two Applicants receive an equal number of votes, the final decision lays with the Chairman of the Jury;
- b. The candidacy of the Chairman of the Jury is confirmed by voting by the members of the Jury during the meeting to select Competition Participants.

4.6. Meeting Minutes

The Competition Partner keeps minutes of the meetings of the Jury.

Expert committee

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5.1. General provisions

- a. The Expert Committee is a working body of the Competition. Russian and international experts are engaged as members of the Expert Committee.
- b. The experts are appointed and act in their personal capacity and not as representatives of organisations, of which they may be members, employees, or managers. They must neither accept and carry out nor request from any person the instructions regarding the assessments and judgments made by them within the boundaries of their competence.

- c. In their work, the Experts are governed by the principles of professionalism, independence of opinions and objectivity, by the provisions of the Competition materials, and by the legislation of the Russian Federation.

5.2. Members of the Expert Committee

The list of the Expert Committee's composition is published at the Competition Website.

5.3. Functions of the Expert Committee

The Expert Committee performs the following functions:

- a. participates in the Technical Review by performing preliminary expert evaluation of the Architectural and Urban Planning Concepts for the Territory's Development submitted by the Participants against the requirements of the Competition materials, Competition Criteria and applicable norms and rules of design and construction in general to assess their practical feasibility, and prepares recommendations for the Jury based on results of such assessment.
- b. work of the Expert Committee is carried out either in meetings or in absentia. The meetings of the Expert Committee are convened by the Competition Partner.

5.4. Procedure of work of the Expert Committee

- a. The work of the Expert Committee is performed by holding its meetings in the online format. A meeting of the Expert Committee is convened by the Competition Partner.
- b. A meeting of the Expert Committee is duly constituted (has a quorum) if no less than two members of the Expert Committee take part. In absence of the quorum, the meeting may be reconvened at another date.
- c. Representatives of the Competition Partner are present at the meetings of the Expert Committee. Representatives of the Competition Partner have the right to inform the Experts the powers of the Expert Committee, objectives of the specific meeting, and procedural aspects of the Expert Committee's work.

5.5. Meeting Minutes

The Competition Partner keeps minutes of the meetings of the Expert Committee.

6.1. Composition of Competition materials

The Competition materials comprises the following sections with each forming its inalienable part:

- a. Section I: Invitation to Participate;
- b. Section II: Competition Rules;
- c. Section III: Brief.

Sections I and II are made publicly available at the Competition Website as receipt of the Applications from the Applicants begins. Section III is prepared, approved and sent to the Participants at the start of the Competition's Stage 2 in line with the Competition Schedule.

6.2. Preparation of the Brief

The Jury reviews the draft of the Competition Brief and approves its final version to be provided to the Competition Participants.

Prequalification for the competition

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7.1. General provisions

The Competition is open to the Russian and international architects, landscape architects and urban planners. The Competition is open to any persons working individually or as part of a Consortium, who comply with the requirements envisioned by these Competition Rules, and who submit an Application that conforms to the provisions of these Rules in its composition, content, execution, method and deadline for submission.

7.2. Applicants requirements

Any person (including as part of a Consortium) complying with the following requirements may submit an Application (become an Applicant):

- I. such person must have a legal entity status (for the Russian Participants) or a similar status (for the international Participants) that enables them to take part in the Competition and to prepare and submit a Competition Proposal in accordance with applicable legislation, and must have a legal capacity to contract required to participate in the Competition;
- II. such person is not subject to reorganisation or liquidation, there are no bankruptcy procedures or any other similar procedures related to the financial insolvency, insufficiency of property or termination of operations that have been initiated against the person in line with applicable legislation;

III. Collaboration between an architect and a landscape architect is a mandatory requirement for such persons.

A presence of specialists in the sphere of socio-cultural programming of open public spaces, sustainable development and environmental protection, engineering systems and structures is recommended (including as part of a Consortium). If Consortiums take part in the Competition, the presence of Russian professionals among them is encouraged.

7.3. Persons forbidden from the Competition

The Competition is closed to:

- I. Members of the Jury and the Expert Committee, Organisers as well as the Competition Partner, and the joint contractors, subcontractors and consultants engaged by the Competition Partner;
- II. Persons disqualified by the Jury because they were judged as having a real ability to influence results of the Competition.

Participation of consortiums



8.1. Consortium

- a. Persons wishing to take part in the Competition may form a Consortium to ensure compliance with the Qualification Criteria together.
- b. Persons that form a Consortium submit a single Application in the Consortium's name and for the purposes of the Competition are recognised as a single Applicant. If such an Applicant passes the Qualifications-based Selection, it becomes a single Participant. The use of terms such as "Applicant" and "Participant," "Awardee" or "Winner" in respect to the Consortium is deemed to be inclusive of all members of the said Consortium.
- c. Persons wishing to take part in the Competition as part of a Consortium submit an Application with a Declaration of Consortium signed by all such persons. Declaration of Consortium defines the membership of the Consortium within the framework of the Competition as well as at any other time after the Competition within the framework of relations between the Project Operator and the relevant Participant in connection with using the Architectural and Urban Planning Concept for the Territory's Development. Consortium's membership defined in the Declaration of Consortium cannot be changed without consent from the Organisers. The Declaration of Consortium must confirm the Consortium Leader's right to represent the interests of the Consortium (all of its members) as well as the right to manage the exclusive rights for all Creative Products (including the Architectural and Urban Planning Concept for the Territory's Development) prepared by the Consortium (its members) in connection with the Competition in line with the provisions of the Competition materials.
- d. A member of one Consortium cannot claim to participate in the Competition on an individual basis or as a member of another Consortium.

8.2. Consortium Leader

- a. Members of the Consortium determine the Consortium Leader and indicate such leader and their contact information in the Declaration of Consortium.
- b. Consortium Leader may be a member of the Consortium whose functional responsibility within the Consortium is the preparation of landscape and architectural concepts.
- c. When it comes to communications with the Competition Partner and Organisers of the Competition, the Consortium Leader is recognised as the only person that has a right to represent the interests of the Consortium (of every single member) within the framework of the Competition or in connection with its organisation (including the submission of any claims and demands) as well as at any time after the Competition in the relations between the Project Operator and the relevant Participant in connection with the use of the Architectural and Urban Planning Concept for the Territory's Development. Consortium Leader is recognised as the only person authorised to manage the exclusive rights for all the Creative Products (including the Architectural and Urban Planning Concept for the Territory's Development) prepared by the Consortium (its members) in connection with the Competition in line with the provisions of the Competition materials.
- d. For the sake of clarity, no members of the Consortium except for its Leader have the right to communicate with the Competition Partner or Organisers in connection with the Competition's organisation, including submission of any demands or claims, including those based on the relations between the Consortium's members. Neither the Competition Partner, nor the Organisers are liable to the Consortium or any of its members for any actions or inaction on the part of the Consortium Leader.

Conflict of interests

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9.1. Grounds for a possible conflict of interests

For the purposes of these Rules, a conflict of interests is recognised when an Applicant (Participant) has an opportunity to directly or indirectly influence the Competition's outcome. A presence of the conflict of interests in respect to a certain Contender (Participant) may be established, in particular, if such a Contender (Participant) (and in the case of Consortium, any member of the Consortium):

- a. is affiliated with any of the following persons who are recognised for the purposes of this item as capable of influencing the Competition's outcome:
 - I. member of the Jury or member of the Expert Committee, as well as the persons to whom a member of the Jury or a member of the Expert Committee are subordinated, or the persons subordinated to a member of the Jury or a member of an Expert Committee;
 - II. Organisers or the Competition Partner, as well as the person who serves as the chief executive officer or the members of the governance board of the Organisers or the Competition Partner (including every co-contractor, subcontractor and consultant of the Competition), as well as the persons to whom any of the aforementioned people are subordinated or who are subordinated to any of the aforementioned persons.

Having said that, for the purposes of this item:

- the term “affiliated” has the meaning determined by the current legislation of the Russian Federation;
- a person is not recognised as subordinated to another person in terms of official status, if the job (service) function of the former consists exclusively of the performance of scientific, teaching or any other creative activities under command of the latter person;

or

- III. there is (or there was within the last three years prior to the Competition’s announcement) any other connection between the Applicant (Participant) and any of the people mentioned in subitem (a), the nature of which makes it possible to reasonably and equitably assume that the Applicant (Participant) has an ability to directly or indirectly influence the Competition’s outcome.

9.2. Disclosure Letter

- a. Subject to the existence of grounds stipulated by item 9.1 above, the Applicant (Participant) is obligated to submit to the Competition Partner a Disclosure Letter depending on the moment that such grounds emerged:
 - I. In the presence of such grounds at the moment of the Application’s submission, as part of the Application;or,
 - II. In the case of emergence of such grounds in the future, as soon as they emerge.
- b. A Disclosure Letter is composed in free form and must contain an indication of the grounds and nature of the potential conflict of interest in respect to the Applicant (Participant) in line with item 9.1 of the Rules, including an indication of the person to whom the Applicant (Participant) is connected and the nature of this connection. It may also contain any other additional information that may, in the opinion of the Applicant (Participant), be useful for assessment of the Applicant’s actual ability to influence the outcome of the Competition.
- c. The fact of the Disclosure Letter’s submission and its content are subject to obligatory announcement at the meetings of the Jury that contemplate the issues of Participant selection, the choice of Awardees and identification of the Winner. Information about Disclosure Letters received prior to the compilation of the Qualification Report is subject to the inclusion in the Qualifying Report.

9.3. Disqualification in connection with the conflict of interests

- a. The issue of possible disqualification of the Applicants (Participants) in connection with a conflict of interests is debated at the meeting of the Jury dedicated to the selection of Participants from among the Applicants. If the possible conflict of interests comes to light after such a meeting was held, at the nearest meeting of the Jury after that.
- b. In considering this issue, the Jury assesses the nature of the connection that an Applicant (Participant) has with any of the persons listed in item 9.1 above and the ability of the Applicant (Participant) who submitted the Disclosure Letter to actually influence the outcome of the Competition. Based on results of this assessment, the Jury may decide to disqualify the relevant Applicant (Participant).
- c. The failure to submit a Disclosure Letter in cases envisioned by item 9.1(a) above serves as a good and sufficient reason for disqualification of the Applicant (Participant) without the need to assess such person’s actual ability to influence the outcome of the Competition.
- d. In deciding the issue of possible disqualification of an Applicant (Participant) that has a connection to a certain member of the Jury, such member of the Jury does not vote.

Procedure for submitting applications

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10.1. Application

- a. Requirements for the composition, content and execution of an Application are listed in the Appendix 5.
- b. An Application is submitted online as a set of electronic documents and materials uploaded at the Competition Website.

10.2. Granting the rights to Creative Works in the Applications

- a. Each Applicant reserves all the exclusive rights to any Creative Works incorporated in the submitted Application. At the same time, from the moment the Application was submitted, every Contender hands over to the Organisers and the Competition Partner the following rights for the use of the Application and for any Creative Works incorporated therein without any remuneration:
 - I. reproduction rights;
 - II. right of public display;
 - III. right of TV announcement;
 - IV. right of cable announcement;
 - V. right of translation to any language; and
 - VI. right of communication to the public (including for the first time ever) by aforementioned or other methods;
 - VII. right of any other use in connection with the Competition, including incorporation in the presentation or advertising materials.
- b. The aforementioned rights for the use of the Application and Creative Works incorporated therein are transferred by the Participant to the Organisers and the Competition Partner for an indefinite period of time and with no territorial restrictions: the rights to use the Application and Creative Works incorporated therein by aforementioned methods will belong to the Organisers and the Competition Partner for the entire term of validity of the relevant exclusive rights and will be valid on the territory of the Russian Federation and in other countries for the entire term of such rights' validity.
- c. Each Applicant guarantees that any Creative Works and other materials incorporated in their Application do not infringe on the intellectual rights of any third parties, and the Contender is fully responsible for any claims and lawsuits of third parties, including indemnification of the Organisers and/or the Competition Partner.

Qualification criteria

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11.1. Qualification Criteria

- a. Qualification Criteria are listed in the Appendix 4.

11.2. Preliminary assessment of Applications. Qualification Report.

- a. The Qualification Report contains the results of the preliminary assessment of Applications against the requirements of the Competition materials and the summaries of the Applications submitted by the Applicants, along with the information gathered by the Competition Partner from the public official sources in connection with reviewing the facts and materials contained in the Application.
- b. The Qualification Report is prepared to ease the task of familiarisation with an array of information presented in the Applications for the Jury and is strictly consultative in nature. In making its decisions on selecting Participants from among the Applicants, the Jury is not bound by the conclusions contained in the Qualification Report.

Qualifications-based selection

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12.1. After considering the Applications, the Jury selects no more than 6 (six) Applicants as Competition Participants, of whom:

- a. No more than 4 (four) Participants are chosen from among Applicants who are Established Applicants;
- b. No more than 2 (two) Participants are chosen from among Applicants who are Young Applicants.

12.2. If selecting the Participants, the Jury may additionally compile the list of the next Applicants as replacement in case of the possible withdrawal of one or several Participants, arranging such Applicants in the order of possible replacement.

12.3. In the case that the Jury does not receive satisfactory Applications from the Young Applicants, the two spots allocated for such companies will be redistributed among the Established Applicants.

12.4. Results of the selection process will be published at the Competition Website.

Contract with Participants, rights to the architectural and urban planning concept for the territory's development

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13.1. Contract with Participant

- a. Within 20 (twenty) days of completing the Qualifications-based Selection, each of the Participants signs a Contract with Participant with the Organisers or their authorised representative using a template contained in the Appendix 10.

13.2. Granting of rights for the use of the Architectural and Urban Planning Concepts for the Territory's Development

- a. Each Participant reserves all the exclusive rights for the Architectural and Urban Planning Concepts for the Territory's Development. At the same time, from the moment their Competition Proposal was submitted, every Participant hands over to the Organisers (PUBLIC DEVELOPMENT CORPORATION VEB.RF and Educational Foundation TALENT AND SUCCESS) and the Competition Partner the following rights for the use of the Architectural and Urban Planning Concepts for the Territory's Development:
 - I. reproduction rights;
 - II. right of public display;
 - III. right of TV announcement;
 - IV. right of cable announcement;
 - V. right of translation to any language;
 - VI. right of communication to the public (including for the first time every) by aforementioned or other methods;
 - VII. right of implementation of the Architectural and Urban Planning Concept for the Territory's Development;
 - VIII. right of any other use in connection with the Competition, including incorporation in the presentation or advertising materials.
- b. Additionally, after submitting their Competition Proposal every Participant is deemed to have agreed that:
 - I. the Organisers and the Competition Partner have the right to store, reproduce, display, print, publish, communicate to the public or disseminate in hard copy, electronically or digitally or online (including on social media in the form of downloadable or non-downloadable files) the submitted Architectural and Urban Planning Concepts for the Territory's Development or their copies for the purpose of disseminating information about the Competition's results and submitted Tenders without consent of the relevant Competition Participant.
 - II. a Participant has no right to communicate to the public or somehow publish their submitted Architectural and Urban Planning Concept for the Territory's Development (including the printed media, in the form of books, online, in any other mass media, etc.) prior to the announcement of the Competition's results. Communicating to the public or publishing the submitted Architectural and Urban Planning Concept for the Territory's Development prior to the announcement of the Competition's results will serve as grounds for disqualification.
 - III. a Participant guarantees that any Creative Works and other materials submitted as part of their Competition Proposal do not infringe on the

intellectual rights of any third parties, and the Participant is fully responsible for any claims and lawsuits of third parties, including indemnification of the Organisers and/or the Competition Partner.

- c. The rights for the use of the Architectural and Urban Planning Concept for the Territory's Development and Creative Works it incorporates that are mentioned in item 13.2 are transferred by the Participant to the Organisers and the Competition Partner for an indefinite period of time and with no territorial restrictions: the rights to use the Architectural and Urban Planning Concept for the Territory's Development and the Creative Works incorporated therein by aforementioned methods will belong to the Organisers and the Competition Partner for the entire term of validity of the relevant exclusive rights and will be valid on the territory of the Russian Federation and in other countries for the entire term of such rights' validity.
- d. For the sake of clarity, all the rights (including ownership rights if applicable) to any storage media containing the Competition Proposals submitted by the Participants (including the Architectural and Urban Planning Concepts for the Territory's Development) are vested in the Competition Organisers from the moment they are submitted. Such storage media are non-returnable.

13.3. Remuneration

- e. Each of the 6 (six) Participants receives remuneration of 3,500,000 (three million five hundred thousand) rubles, VAT not included (in the event that the Participant pays the value-added tax, the sum will be 4,200,000 (four million two hundred thousand) rubles, 20% VAT included).
- f. The third place Awardee receives an additional remuneration of 1,000,000 (one million) rubles, VAT not included (in the event that the Participant pays the value-added tax, the sum will be 1,200,000 (one million two hundred thousand) rubles, 20% VAT included).
- g. The second place Awardee receives an additional remuneration of 1,500,000 (one million five hundred thousand) rubles, VAT not included (in the event that the Participant pays the value-added tax, the sum will be 1,800,000 (one million eight hundred thousand) rubles, 20% VAT included).
- h. The Winner — the Participant that took the first place — receives an additional remuneration of 2,500,000 (two million five hundred thousand) rubles, VAT not included (in the event that the Participant pays the value-added tax, the sum will be 3,000,000 (three million) rubles, 20% VAT included).
- i. The payment of remuneration is performed in accordance with the Russian Federation legislation by wire transfer in Russian rubles or foreign currency (in euros or US dollars, depending on the Participant's residence and bank details). The payment in euros or US dollars is rendered at the exchange rate of the Bank of Russia for the date of the payment increased by 1.5% (one and a half percent). The obligation to pay remuneration is deemed to be fulfilled at the moment the relevant sum is withdrawn from the payer's current account. Remuneration paid to the Participant for the provision of aforementioned rights for the use of the Architectural Project of Comprehensive Territorial Development and the Creative Works incorporated therein is included in the total amount of the award.
- j. If a Participant fails to submit a Competition Proposal in line with the provisions of these Rules, they have to refund the money paid to them in accordance with the Contract with Participant.

13.4 A Participant may not concede, sell or in any other way dispose of rights that arise in connection with their participation in the Competition, including the right to execute a Contract with Participant and the right to receive remuneration provided by the Rules.

Preliminary and orientation sessions

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- 14.1. Within 20 (twenty) days after completion of the Qualifications-based Selection, the Competition Partner:**
- a. provides the Participants with an opportunity to visit the Project Territory (under condition of suitable epidemiological situation in Russia and the world);
 - b. organises the Orientation Meeting for the Participants to explain the provisions of the Competition materials, and the goals and objectives of the Competition, and to provide them with necessary additional information.
- 14.2. Representatives of the Organisers and the Competition Partner may be present at the Orientation Meeting.**
- 14.3. The specific dates of visit to the Project Territory and of the Orientation Meeting are communicated by the Competition Partner to the Participants by sending email notifications to the Participants' representatives.**

Procedure for submitting the competition proposals

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- 15.1. Competition Proposals**
- a. The composition, content and appearance requirements for the Competition Proposals are contained in the Appendix 8.
- 15.2. Submission of Competition Proposals**
- a. The Competition Proposals should be submitted:
 - I. In digitised version — as a set of digital documents and materials in accordance with the list “Digital Materials” in the Appendix 8; and
 - II. As a hard copy — as a set of the original materials in accordance with the list “Tangible Materials” in the Appendix 8, sent to the Competition Partner at the address specified in item 21.2 below by mail, express shipping or by courier.
 - b. The digitised version must be submitted by 23:59 Moscow time on 22 November, 2021.
 - c. The hard copy must be submitted by 18:00 Moscow time on 3 December, 2021.

Comprehensive assessment of competition proposals

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16.1. Comprehensive assessment

- a. No later than 10 (ten) business days after the deadline for submission of digitised versions of Competition Proposals, the Competition Partner organises the Technical Review of the Architectural and Urban Planning Concepts for the Territory's Development submitted by the Participants by the Expert Committee.
- b. The results of the Technical Review are formalised as written opinions (recommendations) of the Expert Committee in respect to the Architectural and Urban Planning Concepts for the Territory's Development.

16.2. Technical Report

- a. Based on results of the comprehensive assessment conducted with participation of the Expert Committee, the Competition Partner prepares and submits to the Jury the Technical Report that consists of the summaries of the Experts' conclusions regarding the Architectural and Urban Planning Concepts' conformity to the requirements of the Competition materials and Competition Criteria.
- b. The Technical Report is consultative in nature, and in considering the Architectural and Urban Planning Concepts for the Territory's Development, the Jury will not be bound by its provisions. If any clarifications are necessary in regards to the Experts' conclusions and evaluations, the Jury may request the relevant clarifications from the members (representatives) of the Expert Committee.

Participant Disqualification

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17.1. Grounds for disqualification of Participants

- a. The Jury may deny a Participant further participation in the Competition (the Participant may be disqualified) for the following reasons:
 - I. the Competition Proposal submitted by the Participant does not conform to the Competition materials' requirements or has been submitted in violation of deadline;
 - II. it has been established that the Participant's Application contained misrepresentations;
 - III. the Competition Partner received an official confirmation or learned from the public official sources that a Participant no longer conforms to the requirements of the Rules (and in case of Consortium, this is true for any member of the Consortium) or cannot be admitted to take part in the Competition in accordance with these Rules.
- b. A Participant may also be disqualified due to the conflict of interests in cases and in the manner envisioned by item 9.3 of the Rules.

17.2. Decision on disqualification

- a. Unless otherwise stipulated by the Rules, the decision on Participant's disqualification is made by the Jury based on the report of the Competition Partner at a meeting dedicated to the selection of Awardees and identification of the Winner as a distinct item of the meeting agenda.
- b. Within 5 (five) business days of being made, the decision on Participant's disqualification is sent to the disqualified Participant and published at the Competition Website.

17.3. Termination of Contract with the disqualified Participant

- a. A Participant's disqualification is a good and sufficient reason to terminate the Contract with Participant without recourse to court proceedings and for the Participant to return all the funds received under this Contract.

Selection of awardees and identification of the winner

18

- 18.1. The Jury reviews the Architectural and Urban Planning Concepts for the Territory's Development submitted by the Participants and the Technical Report, interviews, if necessary, the Competition Partner, and rates the Architectural and Urban Planning Concepts for the Territory's Development.**
- 18.2. The Jury considers the Architectural and Urban Planning Concepts for the Territory's Development anonymously.**
- 18.3. By using ranked-choice voting, the Panel of Judges determines two Awardees from among the Participants and selects Architectural and Urban Planning Concepts for the second and third place, and identifies one Winner whose Architectural and Urban Planning Concept is awarded the first place.**
- 18.4. The results of the Panel of Judges' choice of the Awardees and the Competition Winner are publicised through their publication at the Competition Website.**

Retraction of the competition

19

The Organisers have the right to declare the Competition off, having notified all the current Applicants (Participants). Such retraction does not qualify the Applicant and/or Participants for the right to demand reimbursement of any damages or losses suffered by the Applicant and/or Participants in connection with such a decision.

Subsequent implementation of the project

20

20.1. Intention to develop the Project

In the course of the Project's subsequent implementation, the Organisers plan to engage the Winner in preparation of design documentation for the territory of Imeretinskaya Embankment and in the monitoring of the site's construction for a price determined by the Project Operator and Competition Participant in the course of negotiations.

Participation and victory of the Competition do not qualify the Winner for the right to demand a signing of any contract for implementation of the Project or any other practical use of the Architectural and Urban Planning Concept for the Territory's Development from the Organisers or the Project Operator.

- a. The rights and obligations of the Competition Participant in implementing the Project have to be agreed separately.
- b. It is hereby agreed that in implementing the Project the Organisers and the Project Operator will have the right to forgo implementation of specific elements of the Architectural and Urban Planning Concept for the Territory's Development at their discretion.
- c. In the event that a Consortium becomes the Winner of the Competition, the Organisers and the Project Operator have the right to demand the replacement of any member of the Consortium except for the Consortium Leader in the course of the Project's implementation.
- d. The subsequent implementation of the Project will require approval by the competent authorities of the Sirius Federal Territory. The Winner may be engaged as consultant in the course of preparation of the urban planning documentation by the relevant authorised commissioners and contractors of the project in order to correctly reflect the impact of their Architectural and Urban Planning Concept on the specifications of the urban planning documents. The terms for such engagement are not covered by the provisions of the Competition materials.

20.2. Engagement of other Awardees

In the event that the Winner refuses further participation in the Project's implementation or the Project Operator and the Winner fail to reach a mutually acceptable decision on any issue connected to the Winner's participation in the Project's implementation, the Project Operator will have a right to engage any other Awardee in the implementation in line with this article's provision and to use the Architectural and Urban Planning Concept of such Awardee for the Project.

Miscellaneous

21

21.1. Provision of clarifications

- a. Any Applicant or Participant has the right to request from the Competition Partner clarification of the Competition materials' provisions. Such a request is sent in writing or by email to the address specified in item 21.2 below or can be submitted online using the Competition Website.

- b. The Competition Partner must provide a written answer to the request for clarification of the Competition materials' provisions within 5 (five) business days from the day such request was received (or within a longer period of time that might be reasonable to prepare the answer in light of the request that was made). The requests should be submitted no later than 10 (ten) days before the deadline for submission of Applications. The Competition Partner has no obligation to reply to the requests received after such a deadline.
- c. Delay in replying to the requests does not constitute grounds for extending the deadline for the submission of Application or Competition Proposal.
- d. The Competition Partner is under no obligation to provide the Applicant or Participants with legal advice.

21.2. Addresses of the Competition Partner

The Applications, Competition Proposals and, unless specified otherwise by the Competition materials, requests for clarification of the Competition Proposals' provisions, as well as any other communications to the Competition Partner must be sent to the following address: Russia, 119072, Moscow, Bersenevsky pereulok, 2, building 1.

Email: info@sirius-veb-competition.com

These communications must be marked as "Sirius Competition"

21.3. Obligatory nature of the Competition materials

These Rules and the other provisions of the Competition materials are obligatory for everyone who participates in the Competition or is engaged in its organisation (without limitations: Applicants, Participants, Awardees, Winner, Organisers, Competition Partner, etc.). A person wishing to take part in the Competition is presumed to have agreed to the Rules and other provisions of the Competition materials published at that moment and to be bound to these Rules and provisions from the moment the Application is submitted.

21.4. Modifications to the Rules

The Organisers may initiate modifications to the Rules and publicise such modifications by publishing them at the Competition Website no later than 10 (ten) business days prior to the deadline for accepting the Applications. Modifications to the subject of the Competition are forbidden. Modifications come in force at the moment of their publication.

21.5. Applicable legislation

The law of rights of the Russian Federation is applicable to the relations of the persons participating in the Competition or engaged in its organisation (without limitation: Applicants, Participants, Organisers, Competition Partner, etc.). Having said that, the provisions of articles 447-449 and chapter 57 of the Civil Code of the Russian Federation are not applicable to the said relations.

21.6. Dispute resolution

All disputes that may arise out of the parties' relations in connection with organisation of the Competition are subject to settlement at the Arbitration Court of Moscow in accordance with the procedural law of the Russian Federation.

21.7. Language

- a. The official languages of the Competition are Russian and English. The Competition materials have been prepared in Russian and English. Either of the said languages may be used within the framework of the Competition's activities and procedures. To guarantee anonymity, the Applicants and Participants must submit all of the materials for the Competition in English.
- b. In the event of any inconsistencies between the texts of the Competition materials or any other documents related to the Competition and drawn up in Russian and English, the Russian version texts shall prevail.



APPENDICES

Appendix 1

Glossary and rules of interpretation

1.1. Definition of the terms

Except as otherwise provided in the Competition materials or the context otherwise requires, the words and phrases below used in the Competition materials with a capital letter (terms) have the following meanings:

Architectural and Urban Planning Concept for the Territory's Development represents depending on the context:

- I. Materials that contain and demonstrate (in the textual and graphic aspects):
 - the planning and spatial concepts;
 - landscape concepts;
 - utility services concepts;
 - transportation concepts; or
- II. the physical form of such a project's representation as a distinctive combination of media (sketchboards, mock-up models). The structure, content and requirements for the layout of the Architectural and Urban Planning Concept for the Territory's Development are contained in the Appendix 8;

Applicant refers to a legal entity (individual entrepreneur, or a Consortium) that wishes to take part in the Competition and that has submitted an Application in accordance with these Rules;

Application refers to the information, documents and other materials that have to be submitted by the person who wants to partake in the Competition in order to participate in the Qualifications-based Selection. The Application must be submitted online at the Competition Website. The structure and content of the Application materials are contained in the Appendix 5;

Applicant Category refers to the type of an application submitted by the Applicant for the Competition in line with the criteria described in the Appendix 4;

Awardees refers to the Participants whose Architectural and Urban Planning Concepts for the Territory's Development were granted the second and third place by the Jury;

Brief refers to the detailed description of requirements for the Architectural and Urban Planning Concepts for the Territory's Development prepared for the Competition. The Brief is provided to the Competition Participants chosen after the first stage of the Competition. The Brief comprises Section III of the Competition materials and must be confirmed by the Jury;

Contract with Participant refers to the contract signed after completion of the Qualifications-based Selection between the Competition Partner (a person authorised by them) and each Participant in accordance with the Rules and following a template contained in the Appendix 10;

Competition refers to the Open International Competition for the Architectural and Urban Planning Concept for the Development of Imeretinskaya Embankment of the Sirius Federal Territory organised in accordance with the Competition materials;

Competition Criteria refers to the criteria that are used to assess and compare the Architectural and Urban Planning Concepts for the Territory's Development

submitted by the Participants. Competition Criteria are contained in the Appendix 7;

Competition Mail refers to the Competition's email that is used by the Competition Partner to communicate with Contenders and Competition Participants.

Email: info@sirius-veb-competition.com

Competition materials refers to documentation that determines the procedure and terms of the Competition and contains the following sections, each constituting its inalienable part:

Section I: Invitation to Participate;

Section II: Competition Rules;

Section III: Brief.

Competition Partner refers to the limited liability company KB Strelka (PSRN 1137746792974, Russia, 119072, Moscow, Bersenevskaya embankment, 14, building 5A) engaged by the Organisers as a specialist contractor responsible for organisation of the Competition;

Competition Proposal refers to the set of information and materials that have to be submitted by Participants within the context of the Competition in accordance with the Statement of Work;

Competition Rules refers to these Rules for conducting the Competition that comprise Section II of the Competition materials;

Competition Website refers to the Competition's official internet site with the following URL: <https://sirius-veb-competition.com/>

Consortium refers to an association (interdisciplinary team) of at least two professionals in the field of landscape and architectural design or a more extensive group of persons that includes experts in the field of socio-cultural programming of open public spaces, sustainable development and environmental protections, engineering systems and structures who participate in the Competition as a single Applicant or Participant. Engaging Russian experts in the Consortium is encouraged;

Creative Works refers to all and any copyright-protected items, including, without limitations, works of architecture, urban planning and garden art, including in the form of designs, blueprints, drawings and mock-up models, as well as any element of a compound object that incorporates several protected intellectual properties;

Disclosure Letter refers to the free-format letter that must be submitted by the Applicants in line with the Rules in the presence or potential for emergence of the conflict of interests;

Expert refers to each member of the Expert Committee;

Expert Committee refers to the special working body of the Competition formed from among the persons with necessary professional expertise to carry out the Technical Review and perform other functions within the Competition framework that require the existence of such expertise. The membership of the Expert Committee is published at the Competition Website.

Jury refers to the panel of the Competition jury. The list of judges is contained in the Appendix 3;

Organisers refers to the STATE DEVELOPMENT CORPORATION VEB.RF (PSRN 1077711000102) and the Educational Foundation TALENT AND SUCCESS (PSRN 1147700000172).;

Participant refers to the Applicant who made the Qualifications-based Selection and was named by the Jury a Competition Participant;

Project refers to the set of planning, preparation and construction works and actions at the project territory;

Project Operator refers to any person (or several persons) who will be given the right of the Project's practical implementation;

Project Territory refers to the territory of the Project's intended implementation that includes:

- the zone of the coastal area along the Black Sea shore from river Mzymta to river Psou on the municipal land of Sirius Urban District;

Qualifications-based Selection refers to the stage of the Competition whereby the Jury selects Participants from among the Applicants. Qualifications-based Selection begins with submission of Applications and ends with the Jury's decision on identifying certain Applicants as Participants;

Qualification Criteria refers to the criteria that are used to assess and compare Applications submitted by the Applicants. The Qualification Criteria are contained in the Appendix 4;

Qualification Report refers to the document compiled by the Competition Partner that summarises results of assessment of the Applicants and their submitted Applications against the requirements of the Competition materials and Qualification Criteria;

Technical Report refers to the written report compiled by the Competition Partner, in which the Competition Partner summarises the comments, remarks and assessments of the Expert Committee in regard to the Architectural and Urban Planning Concepts for the Territory's Development and their conformity to the Competition Criteria;

Technical Review refers to the Competition procedure when the Architectural and Urban Planning Concepts for the Territory's Development submitted by the Participants are evaluated and compared by the Expert Committee for conformity to the requirements of the Competition materials, Competition Criteria, applicable norms and rules of design and construction and overall practical feasibility, and the Expert Committee delivers its opinion on this topic;

Winner refers to one of the Competition Participants whose Architectural and Urban Planning Concept for the Territory's Development was granted the first place based on results of assessment by the Jury;

1.2. Rules of interpretation

In the Competition materials:

- References to the "Sections," "articles," "items" and "Appendixes" serve (except for such references in the Appendixes that constitute distinctive documents with their own internal structure) as references to the sections, articles and items of the Competition materials and appendixes to it;
- Appendixes form an inalienable part of the Competition materials;
- When a certain agreement, contract, arrangement or obligation are mentioned, this implies such agreement, contract, arrangement or obligation with all the possible amendments or modifications (including a change of the party or novation) that may be the case from time to time;
- A reference to a legislative provision (except for the apparent references to the numbers of articles and parts of articles of specific legislative acts that must be interpreted as references to the numbers of articles and parts of articles of specific legislative acts as of the date of the Competition materials) is a reference to such provision taking into account amendments and modifications that exist from time to time, as well as the practical application and interpretation that has been established at this moment, and taking into account any clarifications and corrections contained in other legislative provisions, official recommendations and court rulings (including rulings made on specific cases).

Appendix 2

Competition schedule

Stage 1

5 July	Start of the Competition and receipt of the Applications
3 September	Deadline for submission of the Applications
20-21 September	First meeting of the Jury to select 6 Competition Participants
20-21 September	Announcement of the six Participants. Start of the development of Competition Proposals by the Participants

Stage 2

1-5 October	Orientation meeting. Visit to the Project Territory
22 November	Submission of Competition Proposals by the Participants
14-17 December	Second meeting of the Jury. Evaluation of Projects by the members of the Jury. Selection of the Winner and 2 Awardees
By 20 December	Announcement of the Competition Winner

Appendix 3

Jury

Russian Jury members

Dmitry Nikolaevich Chernyshenko	Deputy Prime Minister of the Russian Federation
Elena Vladimirovna Shmelyova	Head of the Talent and Success Foundation
Igor Ivanovich Shuvalov	Chairman of the State Development Corporation VEB.RF
Vladimir Nikolaevich Silkin	Chairman of the Presidium of the Russian Sailing Federation

International Jury members

Alain Philip (France)	Architect. Urban development policymaker of Nice
Doriana Mandrelli Fuksas (Italy)	Architect, Co-Head of Studio Fuksas
Martin Rein Cano (Germany)	Landscape architect, co-founder and Managing Partner of Topotek 1
Matthias Rudolph (Germany)	KlimaEngineer, Transsolar
Michèle Larue-Charlus (France)	The head of the Bordeaux Métropole Mission 2050

Appendix 4

Qualification criteria

Applications are assessed in accordance with the following Qualification Criteria: In the Application (the full structure of Application is described in the Appendix 5), Applicants provide information about their architectural bureau, experience in designing embankments, coastal areas, beaches and other public spaces pursuant to Applicants Categories, and an essay describing the team, approach and principles of project design:

1. Established Applicant category
Established Applicants must provide information about 3 (three) completed (or under implementation) projects of sea and ocean fronts, projects for integrated development of coastal areas, beaches and other public spaces.
2. Young Applicant category
Young Applicants must provide information about 3 (three) completed, unrealised or under implementation projects of sea and ocean fronts, and projects for integrated development of coastal areas, beaches and other public spaces that highlight the level and quality of their work. The category of Young Applicant includes those Applicants whose job experience in the field of architecture does not exceed 10 years. Specifically, the Applicant (and in the case of Consortium, all members of such Consortium) must be registered no earlier than 1 January, 2011 in the Unified State Register of Legal Entities or in a similar register (for foreign applicants).

Applicant may include in the Application only information about those projects that were performed directly by the person (legal entity, individual entrepreneur) that takes part in this Competition.

Reviewing the Application at the meeting of the Jury, the Jury has the right to attribute it to the category different from the specified in the Application, citing their vision of the Applicant pursuant to their portfolio and market knowledge.

Preparing the Qualification Report, the Competition Partner has the right to leave a remark on the Applicant who specified their category incorrectly.

The essays and portfolio projects will be assessed on the basis of the following criteria:

- a. Quality of design concepts;
- b. Creativity and innovativeness of approach.

Appendix 5

Structure and content of the application and submission requirements

PART 1. STRUCTURE AND CONTENT OF THE APPLICATION

1. Questionnaire/Personal details

1.1 Information about Applicant (Individual Applicant or, in the case of Consortium, Consortium Leader)

- a. name of organisation (with website URL)
- b. country/city of organisation's location
- c. information about the representative of Consortium Leader specifying full name, contact email and phone number
- d. identification of specialist expertise of the Consortium Leader (architecture or landscape architecture)
- e. year the company was founded
- f. staff of the Consortium Leader's company

1.2 Information about other Consortium members (information about area of expertise of the members of Applicant's team)

- a. name of organisation (with website url)
- b. country/city of organisation's location
- c. year the company was founded
- d. identification of specialist expertise in the consortium

1.3 Expertise of engaged experts (if applicable)

- a. full name of the expert
- b. name of organisation of employment (if applicable)
- c. identification of specialist expertise

1.4 Applicant's awards and certificates (if any) in the field of architecture and landscape design

- a. name of award / certificate
- b. year of award
- c. who received the certificate (organisation / bureau / architect)

1.5 Design experience (information and visual materials about Applicant's projects)

Detailed description of requirements to the content of submitted projects for Established and Young Applicants can be found in the Appendix 4.

Established Applicant must provide information about 3 (three) completed or under implementation projects for design of embankments, coastal areas, beaches and other public spaces.

Young Applicant must provide information about 3 (three) completed, unrealised or under implementation projects for design of embankments, coastal areas, beaches and other public spaces.

Information must specify:

- a. name of the project
- b. location of the project
- c. primary function
- d. area of the site

- e. project stage
- f. year of the project's implementation / work was completed
- g. visual materials in the amount of no more than 3 images for each project

1.6 Applicants must submit a motivation letter in ESSAY format that may reflect the following information:

- Basic principles and approaches to design of coastal areas;
- Substantiation of the expert team, assignment of tasks and zones of responsibility on the project, as well as of the engaged outside experts (in the case that Applicant is engaging such experts);
- Justification of the reference projects that may serve as a guidemark in the process of working on the Competition Proposal;
- Examples of relevant projects of the individual Applicant / Consortium.

Description of project concepts that may be used in the project for Imeretinskaya embankment.

The principles and approaches must correlate to the principles of the project and preconditions identified in the Invitation to Participate document.

The ESSAY is completed at the Competition Website in the personal account area at the time of Application's submission.

Text length: no more than 3,000 symbols.

Applicants are recommended to accompany the ESSAY with visual materials for a more precise representation of their vision of the territory.

As visual materials, an Applicant can use diagrams, sketches, visualizations, collages, references to other projects (indicating the project and the author).

Applicant can attach no more than 2 images to the ESSAY.

Image format: jpeg, tiff, png.

Materials are also uploaded via the application form in the Personal Account on the Competition Website.

The Competition Proposal provided by the Participant may differ from the vision proposed in the Application.

1.7. Documents

In addition to completing the questionnaire in the personal account area of the Competition Website, the Applicant must attach:

- a. Scanned copy of the signed Consent to the Terms and Rules of Competition materials. The template of the Consent to the Terms and Rules of Competition materials can be found in the Appendix 6.
- b. In the event that Applicant submits Application as a Consortium, they must also use the personal account area at the Competition Website to attach the scanned copy of signed Declaration of Consortium with the signatures of all Consortium members. The template of the Declaration of Consortium can be found in the Appendix 11.
- c. Copies of certificates, awards and prizes that were listed by the Applicant in the questionnaire.
- d. Copy of Certificate of Incorporation/Registration of a Legal Entity / copy of Individual Entrepreneur Registration Certificate.

PART 2. APPLICATION PREPARATION AND SUBMISSION REQUIREMENTS

Requirements for the preparation and submission of the questionnaire and the Documents:

- a. The questionnaire is completed at the Competition Website;
- b. Electronic versions of the Documents are uploaded to the Competition Website;

To submit an Application, the Applicant must register an account at the Competition Website (<https://sirius-veb-competition.com/>) and fill out the Application form. Both Russian and international Applicants must complete the questionnaire in English. Information about submission of Competition Proposals is indicated in the Brief that will be provided to the Competition Participants.

Appendix 6

Template of the consent to the terms and rules of competition materials

[LETTERHEAD of organisation – individual Applicant, or, in the case of Consortium, Consortium Leader]

We* refer to the Competition materials in regards to the Open International Competition for the Architectural and Urban Planning Concept for the Development of Imeretinskaya Embankment at the Sirius Federal Territory. The terms identified in the Competition materials have the same meaning in this Declaration.

Hereby, we [CHOOSE: as an individual Applicant OR as a Consortium Leader in the name of all Consortium members identified in the Application] affirm that:

1. We have read the Competition Rules and other Competition materials and consent to all of the Competition materials' provisions.
2. We agree to be bound by the Competition materials' provisions and undertake to comply with them.
3. We confirm authenticity of information presented in our Application and confirm the right of the Competition Partner to request from us, from the authorised government bodies and from the legal and private entities mentioned in our Application information that clarifies evidence that we submitted.
4. We understand that our Application may be rejected in the course of the Qualifications-based Selection, and that we may be disqualified pursuant to the Competition Rules' provisions, in particular, if the submitted information is misleading, incomplete or inaccurate, or if we fail to submit the Disclosure Letter while its submission is required in accordance with the Competition Rules' provisions.
5. We agree to respect and abide by the decisions of the Jury and to accept such decisions as final.

This declaration forms an inalienable part of our Competition Application.
Date

Signature

Organisation seal (if applicable)

* If the Application is submitted by the Individual Applicant, the relevant statements are made in singular person.

Appendix 7

Competition criteria

Service model and users

- Conformity to the demands of all groups of users
- Diversity of visiting scenarios
- Diversity of service formats
- Abundance of scenarios during high and low tourist seasons

Functional model and planning structure

- Public centres: viability of their location and functionality
- Mixed-use and adaptability
- Consideration of future development of the nearby areas and Sirius territory as a whole

Pedestrian environment and transport

- Transport and pedestrian accessibility of new centres
- Convenience of accepted traffic distribution
- Pedestrian connectivity with neighbouring territories, adaptability to the overall system of Sirius's public spaces and cycling network
- Balanced allocation of parking spaces
- Equilibrium of pedestrian and cycling infrastructure, its adaptability to changes in balance, including at times of peak demand
- Convenience of access for service vehicles to loading / unloading zones near cafes, restaurants, other buildings nearby and marina's service zone

Sustainability

- Sustainability, longevity and technical feasibility of structural concepts
- Reduction of negative anthropogenic impact on the sea and coastal area
- Innovativeness and conformity to trends on the part of technological solutions
- Ease of use and users' comfort

Environmental friendliness

- Creation of a healthy, environmentally friendly, safe human habitat throughout the entire territory of the river
- Conservation of the biological diversity of living organisms
- Organization of acceptable ways of interaction of human society with the environment

Landscape

- Sustainability – usability of arrangement and feasibility of chosen assortment
- Ensured microclimatic comfort
- Conformity to vista points

Image

- Uniqueness of the created sea front
- Connection and embeddability of the sea front's outline to the existing context
- Visibility and appearance of vista points, visual attractiveness of the sea front from the point of view of neighbouring blocks
- Visual diversity of different segments of the sea front

Appendix 8

Structure and content of competition proposals and submission requirements

Tangible materials:

1. Video with project presentation (narrative of the project in free format) no more than 3 minutes in length — to be submitted on USB-drive.
 2. Presentation boards — up to 12 units, including the following materials:
 - Territory in the urban planning context, including the system of public spaces; transport and pedestrian connections of the territory and its surroundings;
 - Conceptual vision and principles of the project;
 - Masterplan of the territory (scale 1:1000 — scale 1:3000) with specification of:
 - a. boundaries of the design territory;
 - b. main and local entrances;
 - c. pedestrian zones, approach roads and service alleys;
 - d. surfaces;
 - e. landscape solutions and greenery;
 - f. amenities including small architectural forms and lighting elements;
 - g. service and maintenance sites;
 - h. topography of the territory;
 - i. other elements at the Participant's discretion.
 - Fragments and section drawings (scale 1:500 — scale 1:1000) of the key segments of the territory, including the marina zone;
 - Architectural and planning concepts of key sites and small architectural forms (scale chosen at Participant's discretion);
 - Visualisations of the park in accordance with design area's photo materials (no less than 6 (six) images), including:
 - bird's eye views (no less than 2 (two) images);
 - Principal views from a human perspective.
- Format of 1 panel: A0, landscape orientation, resolution of images 300 dpi.

3. Brochure album that includes the following chapters:
 - a. Conceptual vision and principles of the project;
 - b. Masterplan of the territory;
 - c. User strategy;
 - d. Functional zoning scheme;
 - e. External transport scheme of the territory connections with its surroundings, including ground and maritime public transportation (integration in the context);
 - f. Internal transport scheme (service alleys, etc.);
 - g. Scheme of pedestrian and micro-mobility infrastructure and sections, (including its connections with surroundings);
 - h. Architectural and planning concepts of the key sites — plans, section & elevation drawings or visualisations;
 - i. The sea facade of the coastal area and vista points — drawings, illustrations or visualisations;
 - j. Greenery — plan and the list of plants;
 - k. Lighting — plan and the list of lightning elements;

- l. Small architectural forms — plan and the list of small architectural forms;
- m. Surfaces — plan and the list of used materials;
- n. Diagrams of principal engineering and technical concepts with justification;
- o. Safeguarding the territory's sustainable development — diagrams of principal concepts with descriptions;
- p. Other materials at the Participant's discretion.

Format of the brochure album: A3, landscape orientation, single-sided printing, resolution of images 300 dpi, no more than 50 pages.

Digital materials:

- 1. Album in .pdf format
- 2. Presentation boards in .pdf format
- 3. Video
- 4. Masterplan of the territory in .dwg format containing the following layers:
 - I. Relief with an accuracy of 1 m;
 - II. Areas of different surfaces;
 - III. Areas of greenery (lawns, flower beds, etc.);
 - IV. Areas of tree and shrub planting;
 - V. Levels (at height variations);
 - VI. Buildings and structures;
 - VII. Subsurface parts of buildings and structures (if any);
 - VIII. Makeshift buildings and structures;
 - IX. Tracing of utilities systems with specification of types;
 - X. Other layers at the Participant's discretion.
 - XI. All areas must have boundaries in the shape of closed polylines to enable verification of plot areas.
- 5. Other architectural drawings — plans, sections, elevations of key sites, seafront sections, etc. — in .dwg format
- 6. All graphic project materials in vector format (original files), including plans, diagrams, profiles, section drawings, etc., as well as visualisations in .jpeg format with resolution of 300 dpi in actual size
- 7. Completed table of specifications of the project landscape and structural elements in .xls format. The template of table will be provided to the Participants along with the Brief

Appendix 9

Template of authorship declaration for participants

[LETTERHEAD of organisation – individual Contender or, in the case of Consortium, Consortium Leader]

Contender (Consortium Leader)
Full name of project supervisor (for organisations)
Position
Phone
Email

We* refer to the Competition materials in regards to the Open International Competition for the Architectural and Urban Planning Concept for the Development of Imeretinskaya Embankment at the Sirius Federal Territory. The terms identified in the Competition materials have the same meaning in this Declaration.

Hereby, we declare that the Architectural and Urban Planning Concept for the Territory's Development submitted by us as part of the Competition Proposal was prepared and executed by us personally / by the following authors within our organisation/team under our direct supervision: [IDENTIFY AUTHORS]

No one, except for the aforementioned persons, took part in the creation of the Architectural and Urban Planning Concept for the Territory's Development and cannot lay a copyright claim in regards to the Architectural and Urban Planning Concept for the Territory's Development and/or any Creative Works incorporated therein.

We further represent and claim that we own the full collection of exclusive rights to the submitted Architectural and Urban Planning Concept for the Territory's Development and all Creative Works incorporated therein and other intellectual property. No other party can lay claim to such exclusive rights.

Hereby, we express our unconditional consent to the publication and public showing of our Architectural and Urban Planning Concept for the Territory's Development and to its use by any other methods designated in the Competition materials.

We recognise and agree that in accordance with the Competition materials' provisions we must ensure our lawful ownership and use, as well as the ability to transfer materials, Works and other objects created by us and any other third parties in the course of our work on the Architectural and Urban Planning Concept for the Territory's Development (and incorporated therein) to the Competition Partner, Organisers (and other parties implementing the project), and we are fully liable for the proper performance of this obligation.

Date _____
Signature _____
Seal (if applicable)

* If Application is submitted by the individual Applicant, the relevant statements are made in singular person.

Appendix 10

Template of the contract with participant

This Contract with Participant (hereinafter, “Contract”) has been signed today, [date] between:

1. Legal entity registered in accordance with the legislation of the Russian Federation under the principal state registration number (PSRN) [number] with the principal place of business at: [address] (hereinafter, “Competition Partner”);
2. [name of organisation, full name], legal/private entity, registered under the registration number [number] in accordance with the legislation / a citizen of [jurisdiction], with the principal place of business/residence at: [address] (hereinafter, “Participant”), [presenting in their own name OR in the name of all Consortium members (in line with the definition provided in the Competition materials) of which they are the Leader] (hereinafter, the Competition Partner and the Participant are referred together as “Parties” and separately as “Party”).

Given that:

- a. Participant takes part in the [name of the competition] (hereinafter, “Competition”);
- b. The Competition is organised by the STATE DEVELOPMENT CORPORATION VEB. RF (PSRN 1077711000102) and the Educational Foundation TALENT AND SUCCESS (PSRN 1147700000172) (hereinafter, “Organisers”);
- c. The Participant [as an individual Participant OR as part of the Consortium] qualified and was named a Participant of the Competition under the terms set out in the Competition materials; and
- d. Execution of this Contract is, in accordance with the Competition materials, a condition for continuing participation in the Competition for all of its participants,

the Parties agreed to the following:

1. Subject of the Contract

- 1.1. The Competition Partner agrees to pay to the Participant a remuneration for preparation of the Architectural and Urban Planning Concept for the Territory’s Development (in accordance with the definition of this term contained in the Competition materials) in predetermined amount (see item 3.1 below), and the Participant agrees to prepare and submit the Architectural and Urban Planning Concept for the Territory’s Development, take part in the Competition activities and otherwise be in compliance with the Competition materials’ provisions, including provision of the following rights (hereinafter, “Rights”) for the use of any and all copyright items, including, without limitation, works of architecture, urban planning and garden art, specifically in the form of designs, blueprints, images and mock-up models, as well as any elements of compound objects incorporating several copyright items, incorporated in the Architectural and Urban Planning Concept for the Territory’s Development, as well as to the Architectural and Urban Planning Concept for the Territory’s Development as a whole (hereinafter together “Works”) to the Organisers and the Competition Partner:
 - a. Reproduction rights;
 - b. Right of public display;
 - c. Right of TV announcement;

- d. Right of cable announcement;
 - e. Right of translation into any language; and
 - f. Right to communicate to the public (including for the first time ever) by aforementioned or other methods;
 - g. Right of any other use in connection with the Competition, including incorporation in the presentation or advertising materials.
- 1.2. The rights are granted for an indefinite period of time and with no territorial restrictions. The rights are regarded as granted at the moment the Participant submits the Architectural and Urban Planning Concept for the Territory's Development (as part of the Competition Proposal in accordance with the definition contained in the Competition materials) in line with the Competition materials' provisions.
 - 1.3. The Participant agrees that the Competition Partner acquires the right of ownership to all the materials, including sketchboards, albums, 3D models that represent in physical form the Architectural and Urban Planning Concept for the Territory's Development (hereinafter, "Materials") at the moment they are submitted as part of the Competition proposal.
 - 1.4. The Participant expresses their consent to the fact that the Competition Partner will transfer all or any Rights and Materials to the Project Operator (in accordance with this term's definition contained in the Competition materials) under any conditions and for whatever reason that may be agreed upon by the Competition Partner and Project Operator.
 - 1.5. Despite this Contract's provisions regarding the Competition Partner's ownership rights to the Materials, the Competition Partner:
 - a. must exercise caution in the process of storage, shipment, assembly and demonstration of the Materials within the framework of the Competition's events; and
 - b. is liable for their integrity and proper use for the purposes of demonstrating the Architectural and Urban Planning Concept for the Territory's Development as part of the Competition's activities.
 - 1.6. The Participant agrees that they may not transfer to any third party their rights for the use in the Russian Federation of any and all copyright items, including, without limitation, works of architecture, urban planning and garden art, specifically, in the form of designs, blueprints, images and mock-up models, as well as any elements of compound objects, incorporating several copyright items, incorporated in the Architectural and Urban Planning Concept for the Territory's Development, as well as the rights to the Architectural and Urban Planning Concept for the Territory's Development as a whole without consent of the Organisers.
 - 1.7. The Participant agrees that from the moment the Competition Partner acquires the Rights, such Rights are recognised as delegated to the Organisers (in accordance with this term's definition contained in the Competition materials) who will use them to exercise their relevant authority within the Competition's framework.

2. Travel and accommodation expenses

- 2.1. The Competition Partner pays for the travel and accommodation of the Participants (economy class tickets, standard single hotel accommodation with breakfast).
- 2.2. The Competition Partner undertakes to pay for the expenses specified in item 2.1 of the Contract no more than 1 (one) time. In the event that the Participant will need to visit the territory of Imeretinskaya coastal area at the Sirius Federal Territory additionally, the Participant covers such expenses on their own.
- 2.3. In addition to the payment of the sum specified in item 3.1 below, the Competition Partner will also compensate the Participant's visa expenses.
- 2.4. To use their right to compensation of expenses in line with item 2.3 above, the Participant must, after the payment of such visa expenses, at any time within 1 (one) month after occurrence of expenses submit certification of the expenses with relevant pay slips, proof of purchase and account statements.

The Competition Partner will compensate expenses stipulated in item 2.3 above within 14 (fourteen) days after receiving the Participant's supporting documents in line with item 2.4 above.

3. Payment of remuneration

- 3.1. Remuneration stipulated in item 1 above equals 3,500,000 (three million five hundred thousand) Russian rubles, VAT not included (in the event that the Participant pays the value-added tax, the sum is 4,200,000 (four million two hundred thousand) Russian rubles, 20% VAT included) and includes:
 - a. Compensation of the Participant's material and labour costs for the preparation and execution of the Architectural and Urban Planning Concept for the Territory's Development, including the cost of Materials; and
 - b. Remuneration to the Participant for the granting of Rights under this Contract in the sum equal to 2% (two percent) of the total sum of remuneration.
- 3.2. In the event that the Participant becomes one of the Competition's Awardees and is granted the second place, such Participant, in accordance with a Contract Amendment, is additionally paid remuneration of 1,500,000 (one million five hundred thousand) Russian rubles VAT not included (in the event that the Participant pays the value-added tax, the sum is 1,800,000 (one million eight hundred thousand) Russian rubles, 20% VAT included).
- 3.3. In the event that the Participant becomes one of the Competition's Awardees and is granted the third place, such Participant, in accordance with a Contract Amendment, is additionally paid remuneration of 1,000,000 (one million) Russian rubles VAT not included (in the event that the Participant pays the value-added tax, the sum is 1,200,000 (one million two hundred thousand) Russian rubles, 20% VAT included).
- 3.4. In the event that the Participant becomes the Competition Winner, such Participant, in accordance with a Contract Amendment, is additionally paid remuneration of 2,500,000 (two million five hundred thousand) Russian rubles VAT not included (in the event that the Participant pays the value-added tax, the sum is 3,000,000 (three million) Russian rubles, 20% VAT included).
- 3.5. The amount of remuneration stipulated in item 3.1 of the Contract is paid within the following time period:
 - a. 30% (thirty percent) of the amount are paid within 15 (fifteen) business days of the date of this Contract's execution; and
 - b. the remaining amount is paid within 10 (ten) business days of the date that the Jury (in accordance with the definition contained in the Competition materials) makes the decision on the selection of the Competition Winner and Awardees (in accordance with the definition contained in the Competition materials) under condition that the Participant takes part in the Competition and has submitted their Architectural and Urban Planning Concept as part of the Competition proposal.
- 3.6. Remuneration is paid to the Participant [in the case of Consortium: (in such a case the Competition Partner is not responsible for the allocation of this amount between the members of the Consortium s/he represents)] in accordance with the legislation of the Russian Federation by wire transfer in Russian rubles or foreign currency (in euro or US dollars, depending on the Participant's residence and bank details). The payment in euros or US dollars is rendered at the exchange rate of the Bank of Russia for the date of the payment increased by 1.5% (one and a half percent).

The obligation to pay remuneration is deemed to be fulfilled at the moment the relevant sum is withdrawn from the payer's current account.
- 3.7. The making of payments stipulated by this Contract may be carried out by any third party on instructions from the Competition Partner (article 313 of the Civil Code of the Russian Federation) and is considered a proper performance of the Competition Partner's obligations in effecting such payments.
- 3.8. If:
 - a. Participant withdrew from the Competition, including the withdrawal of their

- Competition Proposals (in full or in part) after its submission;
- b. a Participant did not submit the Competition proposal by deadline stipulated by the Competition materials (taking into account possible modifications); or
- c. the Competition proposal submitted by the Participant does not conform to the requirements of the Competition materials, the amounts paid to the Participant in line with this item 3 must be returned within 10 (ten) days of such event (withdrawal from Competition, recall of the Competition Proposals, expiration of deadline for submission).

4. Assurances

By signing this Contract, the Participant assures the Competition Partner and guarantees the veracity of the following factual statements as of the date the Participant submits the Architectural and Urban Planning Concept for the Territory's Development within Competition framework:

- a. In preparing the Architectural and Urban Planning Concept for the Territory's Development, the Participant did not infringe on any intellectual property rights of third parties. The Architectural and Urban Planning Concept for the Territory's Development does not contain or utilise any copyright items except for those whose exclusive rights belong to the Participant.
- b. The Architectural and Urban Planning Concept for the Territory's Development has been created by the employees and/or contractors of the Participant (other persons engaged by them) under their control. The contracts executed with such persons stipulate the transfer of exclusive rights to all the creative works incorporated in the Architectural and Urban Planning Concept for the Territory's Development to the Participant (and rights for the Architectural and Urban Planning Concept for the Territory's Development as a whole), and all the conditions for the transfer of such exclusive rights have been complied with.
- c. The Participant has a right to grant the Rights, and the granting of Rights to the Organisers and the Competition Partner, as well as the use of Rights by the Organisers and the Competition Partner in accordance with this Contract and the Competition materials do not infringe on the rights of any parties.

5. General provisions

5.1. Non-disclosure obligations

- a. The Participant undertakes not to disclose any information, facts and/or materials about the Competition that became available to the Participant through their participation in the Competition to third parties without prior written consent from the Competition Partner. These include, among others, the information, facts and/or materials pertaining to the Brief developed for the Competition; the information, facts and/or materials pertaining to the Competition Proposal (including the Architectural and Urban Planning Concepts for the Territory's Development, Creative Works, Commercial Offer (as this term is defined in the Competition materials)), as well as any other information, facts or materials pertaining to the Competition that were received by the Participant from the Competition Partner and/or Consultant, their representatives, management, employees, and agents (hereinafter, "Confidential Information").
- b. For the purposes specified above in item 5.1(a) of the Contract, the Participant undertakes to refrain from the disclosure of the Confidential Information by any method (including on any type of media storage) to the third parties, and to withhold access or deny third parties review of the Confidential Information without prior written consent from the Competition Partner.
- c. Information will not be considered Confidential Information, and the Participant won't have any obligations pertaining to this information, if it satisfies one of the following items:
 - I. information that is public or becomes public other than through violation of this Contract by the Participant;
 - II. disclosure of such information was approved in writing by the Competition Partner.

- d. If in accordance with the applicable law the Participant is obligated to disclose Confidential Information, they notify the Competition Partner in writing, and the Confidential Information is disclosed only to the degree required by applicable legislation.
- 5.2. Exchange of information
 - a. Exchange of information between the Parties (including any notifications, letters of request, etc.) must be done in writing in Russian or English.
 - b. The written messages are sent:
 - I. in the case of the Competition Partner, to their address indicated in this Contract; and
 - II. in the case of the Participant, to the address indicated in their Application and/or this Contract.
- 5.3. Termination of Contract in connection with Participant's Disqualification

In the event of the Participant's Disqualification in accordance with the Competition materials' provisions, this Contract is terminated from the date the decision on such disqualification is made. All amounts paid to the Participant in line with this Contract must be returned within 10 (ten) days from the date of this Contract's termination.
- 5.4. Applicable law

The law of rights of the Russian Federation is applicable to the relations of the Parties to this Contract.
- 5.5. Dispute resolution

All disputes that may arise from the relations of the Parties in connection with the Competition are subject to settlement at the Arbitration Court of Moscow in accordance with the procedural laws of the Russian Federation.

6. Bank details and signatures of the Parties

Competition Partner

[full name]

[position]

Participant

[full name]

[position]

Appendix 11

Declaration of consortium

Contender (Consortium Leader)

Full name of the project supervisor (for organisations)

Position

Phone

Email

We hereby declare:

This Declaration has been produced by us in connection with our participation in the Open International Competition for the Architectural and Urban Planning Concept for the Development of Imeretinskaya Embankment at the Sirius Federal Territory. The terms (words and phrases) defined in the Competition material have the same meanings in this Declaration.

We intend to participate in the Competition as part of a Consortium. We request that within Competition's framework we are referred to as:
[NAME OF THE CONSORTIUM]

This Declaration is the only document that defines the Consortium's membership, and there are no other documents, obligations or commitments. Any persons who are not identified in this Declaration of Consortium should not be viewed as members of Consortium for the purposes of this Competition.

The Consortium Leader has been granted the rights and authority to represent each of the Consortium members for the purposes of the Competition, in particular: in the process of the Application's submission and in the execution of the Contract with Participant, and in the future, in relations with the Client.

Consortium Leader:

Name of organisation _____
Area of expertise _____ [Signature]

Other Consortium members:

Name of organisation _____
Area of expertise _____ [Signature]
Name of organisation _____
Area of expertise _____ [Signature]
Name of organisation _____
Area of expertise _____ [Signature]
Name of organisation _____
Area of expertise _____ [Signature]
Name of organisation _____
Area of expertise _____ [Signature]
Name of organisation _____
Area of expertise _____ [Signature]

