

FEDERAL LAW
NO. 224-FZ OF JULY 13, 2015
ON PUBLIC-PRIVATE PARTNERSHIP AND MUNICIPAL-PRIVATE PARTNERSHIP
IN THE RUSSIAN FEDERATION AND AMENDING CERTAIN LEGISLATIVE ACTS
OF THE RUSSIAN FEDERATION

Adopted by the State Duma on July 1, 2015

Approved by the Federation Council on July 8, 2015

GARANT:

This Federal Law shall enter into force on January 1, 2016, except for Article 46 that shall enter into force on July 14, 2015

Chapter 1. General Provisions

Article 1. Purpose and Subject of Regulation of this Federal Law

1. The purpose of this Federal Law shall be establishing of legal background for attraction of investments in the economy of the Russian Federation and increasing the quality of goods, work and services, organisation of provision of which to consumers shall be the responsibility of state and local authorities.

2. This Federal Law shall establish fundamentals of legal regulation of relations created in connection with preparation of a project of public-private partnership or a project of municipal-private partnership, conclusion, execution and termination of an agreement on public-private partnership or municipal-private partnership, including the related authority of state and local authorities, establish guarantees of rights and legal interests of parties to the agreement on public-private partnership or municipal-private partnership.

Article 2. Legislation of the Russian Federation on Public-Private Partnership, Municipal-Private Partnership and Municipal Legal Acts on Municipal-Private Partnership

1. The legislation of the Russian Federation on public-private partnership and municipal-private partnership shall be based on provisions of the Constitution of the Russian Federation, the Civil Code of the Russian Federation, the Budget Code of the Russian Federation, the Land Code of the Russian Federation, the Urban Development Code of the Russian Federation, the Forestry Code of the Russian Federation, the Water Code of the Russian Federation and the Air Code of the Russian Federation and shall consist of this Federal Law, other federal laws and other regulatory legal acts of the Russian Federation and regulatory legal acts of the Russian Federation constituent entities. The standards of law contained in other federal laws adopted in accordance with this Federal Law, other regulatory legal acts of the Russian Federation and regulatory legal acts of the Russian Federation constituent entities and municipal legal acts shall comply with this Federal Law .

2. Relations created in connection with preparation, conclusion and termination of concession agreements with establishment of guarantees of rights and legal interests of parties to the concession agreements shall be regulated by Federal Law No. 115-FZ of July 21, 2005 On Concession Agreements.

Article 3. Basic Notions Used in this Federal Law

For the purposes of this Federal Law the following basic notions shall be used:

1) public-private partnership, municipal-private partnership - a cooperation of a public

partner, on the one hand, and a private partner, on the other hand, legally executed for a certain term and based on combination of resources and distribution of risks, based on an agreement on public-private partnership or municipal-private partnership concluded in compliance with this Federal Law in order to attract private investments in the economy, ensuring of availability of goods, work or services and increase of their quality by state and local authorities;

2) project of public-private partnership, project of municipal-private partnership (hereinafter also - the project) - a project planned for implementation by public and private partners jointly using the principles of public-private and municipal-private partnership;

3) agreement on public-private partnership, agreement on municipal-private partnership (hereinafter also - the agreement) - a civil agreement between a public partner and a private partner concluded for not less than 3 years through the procedure and on terms established by this Federal Law;

4) public partner - the Russian Federation, in the name of which acts the Government of the Russian Federation or the executive authority authorised by it, or a Russian Federation constituent entity, in the name of which acts a supreme state executive authority of a Russian Federation constituent entity or the executive authority of the Russian Federation constituent entity authorised by it, or a municipal entity, in the name of which acts the head of the municipal entity or other authorised local authority in accordance with the charter of the municipal entity;

5) private partner - a Russian legal entity, with which the agreement is concluded in accordance with this Federal Law;

6) sponsor - a legal entity or an association of two and more legal entities operating without forming of a legal entity under a joint operation agreement, granting borrowings to a private partner for execution of the agreement on terms of refundability, serviceability and maturity;

7) direct contract - a civil agreement between a public partner, a private partner and a sponsor for regulation of the terms and the procedure of their interaction during the term of execution of the agreement, as well as in case of amendment or termination of the agreement;

8) comparative advantage - an advantage in utilisation of funds of the Russian Federation budgetary system necessary for implementation of the project, over utilisation of funds of the Russian Federation budgetary system necessary for execution of a state or a municipal contract on condition that the price of goods, work or a service, the quantity of goods and the scope of work or service, quality of the goods supplied, work performed or a service rendered and other characteristics of the goods, work or the service in the course of the project implementation are equal to the price of goods, work or a service, the quantity of goods and the scope of work or service, the quality of the goods supplied, work performed or a service rendered and other characteristics of the goods, work or the service in the course of execution of a state or municipal contract;

9) operation of object of the agreement - use of the object of the agreement for the purpose of carrying out by the private partner of activities envisaged by such agreement, related to manufacture of goods, performance of work or rendering of services through the procedure and on terms determined by the agreement;

10) maintenance of the object of the agreement (hereinafter also - the maintenance) - measures aimed at supporting of fault-free, safe and operable condition of the object of the agreement, its repair and overhaul;

11) authorised authorities - a federal executive authority authorised by the Government

of the Russian Federation to exercise powers envisaged by Part 2 of Article 16 of this Federal Law, an executive authority of a Russian Federation constituent entity authorised by the supreme state executive authority of the Russian Federation constituent entity to exercise powers envisaged by Part 2 of Article 17 of this Federal Law, a local authority authorised to exercise powers envisaged by Part 2 of Article 18 of this Federal Law in accordance with the charter of the municipal entity;

12) joint tender - a tender held using the procedure established by this Federal Law by two and more public partners for implementation of the project and following the results of which each public partner shall conclude an agreement with the winner of the joint tender or other person authorised to conclude such agreements in compliance with this Federal Law.

Article 4. Principles of Public-Private Partnership and Municipal-Private Partnership
Public-private partnership and municipal-private partnership in the Russian Federation shall be based on the following principles:

- 1) disclosure and accessibility of information on public-private and municipal-private partnership, except for information that is a state secret or other secret protected by the law;
- 2) ensuring competition;
- 3) absence of discrimination, equality of parties to the agreement and their equality before the law;
- 4) fair fulfillment of obligations under the agreement by its parties;
- 5) fair distribution of risks and obligations between the parties to the agreement;
- 6) freedom to conclude the agreement.

Article 5. Parties to the Agreement on Public-Private Partnership and the Agreement on Municipal-Private Partnership

1. Parties to the agreement on public-private partnership and the agreement on municipal-private partnership shall be a public partner and a private partner.

2. The following legal entities shall not be private partners or participate from the part of a private partner:

- 1) state and municipal unitary enterprises;
- 2) state and municipal institutions;
- 3) public companies and other legal entities established by the Russian Federation on the basis of federal laws;
- 4) business partnerships and associations, economic partnerships controlled by the Russian Federation, a Russian Federation constituent entity or a municipal entity;
- 5) subsidiary business associations controlled by organisations cited in Items 1-4 of this Part;
- 6) non-commercial organisations established by the Russian Federation, Russian Federation constituent entities or municipal entities in the form of funds;
- 7) non-commercial organisations established by organisations cited in Items 1-6 of this Article in the form of funds.

3. Business partnerships and associations and economic partnerships shall be controlled by the Russian Federation, a Russian Federation constituent entity or a municipal entity, as well as organisations cited in Items 1-4 of Part 2 of this Article, if there is one of the following circumstances:

- 1) the Russian Federation, a Russian Federation constituent entity or a municipal entity and one of the organisations cited in Items 1-4 of Part 2 of this Article has the right to dispose, directly or indirectly, of more than 50 percent of the total number of votes of

the voting shares (interest) that compose the authorised capital of the controlled person;

2) the Russian Federation, a Russian Federation constituent entity or a municipal entity and one of the organisations cited in Items 1-4 of Part 2 of this Article has acquired a right or an authority to determine decisions taken by the controlled person, including the terms for its entrepreneurship activities, under an agreement or on other grounds;

3) the Russian Federation, a Russian Federation constituent entity or a municipal entity and one of the organisations cited in Items 1-4 of Part 2 of this Article has the right to appoint a sole executive body and/or more than 50 percent of members of the collective executive body of the controlled person or has an unconditional possibility to elect more than 50 percent of members of the board of directors (supervisory board) or other collective managing body of the controlled person.

4. Certain rights and obligations of a public partner, the list of which shall be established by the Government of the Russian Federation can be exercised by bodies and/or legal entities cited in Part 2 of this Article, authorised by the public partner in accordance with federal laws, other regulatory legal acts of the Russian Federation, regulatory legal acts of Russian Federation constituent entities or municipal legal acts (hereinafter also - the bodies and the legal entities acting from the part of the public partner).

5. The procedure for exercise of certain rights and obligations of a public partner by the bodies and the legal entities acting from the part of the public partner, the scope and the composition of such rights and obligations shall be defined by the agreement on the basis of the decision to implement the project of public-private partnership or the project of municipal-private partnership.

6. A private partner shall be obliged to fulfill the obligations under the agreement by its own. A private partner shall only have the right to fulfill its obligations under the agreement involving third parties, if the terms of the agreement allow it. In such case, the private partner shall bear responsibility for actions of third parties as if they were its own.

7. Involvement of third parties in fulfillment of its obligations under the agreement by the private party shall only be allowed with a written content of the public partner that shall be executed as a separate document that shall be an integral part of the agreement and that can determine the list of third parties specifying their identification information. If the consent of the public partner contains the persons that can be involved by the private partner, the private partner shall have no right to involve other persons in fulfillment of its obligations under the agreement, and the third parties specified in the list shall have no right to involve other persons for fulfillment of their obligations.

8. A private partner shall meet the following requirements:

1) non-performance of liquidation of the legal entity and absence of a decision of the arbitration court on initiation of proceedings in the case of bankruptcy of the legal entity;

2) non-application of an administrative sanction in the form of administrative suspension of activities of the legal entity through the procedure established by the Code of the Russian Federation on administrative offences as of the day of filing of the application for participation in the tender;

3) absence of uncollected taxes, duties and debt on other compulsory payments, the interest for utilisation of budgetary funds, late payment fees or penalties, absence of other financial sanctions not earlier than one month before filing of the application for participation in the tender;

4) existence of licenses for carrying out of certain types of activities, certificates of

admission of self-regulating organisations for performance of work envisaged by the agreement and other permits needed for execution of the agreement, necessary in compliance with the legislation of the Russian Federation.

9. Establishing of any requirements for private partners not envisaged by this Federal Law shall not be allowed.

Article 6. Elements of the Agreement on Public-Private Partnership and the Agreement on Municipal-Private Partnership

1. At taking of a decision to implement a project of public-private partnership or a project of municipal-private partnership the state authority or the local authority authorised to take such decisions by this Federal Law shall determine the form of the public-private partnership or the form of the municipal-private partnership through inclusion of the obligatory elements envisaged by this Article into the agreement and establishing the order of their implementation.

2. Obligatory elements of the agreement shall be the following:

1) construction and/or reconstruction (hereinafter also - the formation) of object of the agreement;

2) full or partial sponsoring of the object of the agreement by the private partner;

3) operation and/or maintenance of object of the agreement by the private partner;

4) creation of title of the private partner to the object of the agreement on condition of encumbrance of the object of the agreement in accordance with this Federal Law.

3. For the purpose of establishing the form of the public-private partnership or the municipal-private partnership the agreement can also include the following elements:

1) designing of the object of the agreement by the private partner;

2) full or partial sponsorship of operation and/or maintenance of object of the agreement by the private partner;

3) ensuring partial sponsorship from the part of the public partner of formation of the object of the agreement by the private partner, sponsorship of its operation and/or maintenance;

4) existence of the obligation of the private partner related to transfer of the object of the agreement on public-private partnership or object of the agreement on municipal-private partnership into ownership of the public partner upon expiration of the term defined by the agreement, but not later than on the day of termination of the agreement.

4. If the amount of sponsorship of formation of object of the agreement by the public partner and the market value of real estate and/or chattels transferred by the public partner to the private partner under the agreement, or the market value of the transferred title to such property (if the agreement does not envisage creation of title of the private partner to such property) in total exceed the amount of sponsorship of formation of such subjects by the private partner, the obligatory element of the respective agreement shall be the obligation of the private partner envisaged by Item 4 of Part 3 of this Article.

5. Formation of object of the agreement, its operation and/or maintenance shall be sponsored with funds of the Russian Federation budgetary system only at the account of subsidies from the Russian Federation budgetary system in compliance with the budget legislation of the Russian Federation.

Article 7. Objects of the Agreement on Public-Private Partnership and the Agreement of Municipal-Private Partnership

1. Objects of the agreement shall be the following:

- 1) private motor roads or sections of private motor roads, bridges, protective road structures, artificial road structures, manufacturing facilities (facilities used for overhaul, repair and maintenance of motor roads), elements of improvement of motor roads, facilities used for toll charging (including toll collection points), road service facilities;
 - 2) public transport, except for the metro;
 - 3) railway transport objects;
 - 4) pipeline transport objects;
 - 5) sea and river ports, specialised ports and their infrastructure objects, including artificial land plots, port hydraulic structures, except for infrastructure objects of a sea port that can be in federal ownership and are not subjected to alienation for private possession;
 - 6) marine and river vessels, mixed river-sea going ships, and those of icebreaker assistance, hydrographic and scientific research activities, ferry crossings, floating and graving dry docks, except for the objects that are, according to the legislation of the Russian Federation, in federal ownership and are not subjected to alienation for private possession;
 - 7) aircraft, air fields, airports, technical and other facilities for support of aircraft operation, except for the objects that are the property of state aviation or belong to the single system of air traffic organisation;
 - 8) facilities for generation, transmission and distribution of electric power;
 - 9) hydraulic structures, stationary and/or floating platforms and artificial islands;
 - 10) underwater and underground technical constructions, passages, communication lines and utility systems, other linear communication and utility facilities;
 - 11) healthcare facilities, including those of health resort treatment and other healthcare activities;
 - 12) educational, cultural and sports facilities, facilities for organisation of leisure and tourism, other public social service facilities;
 - 13) facilities used for processing, utilisation, decontamination and disposal of solid utilities waste;
 - 14) land improvement objects, including those used for lighting;
 - 15) melioration systems and parts of their engineering infrastructure, except for public melioration systems.
2. An object of the agreement out of those listed in Part 1 of this Article can only be the property for which the legislation of the Russian Federation does not establish belonging to state or municipal ownership only or a prohibition of alienation for a private possession or being in private possession.
3. The agreement can be concluded in respect for several objects cited in Part 1 of this Article. Conclusion of the agreement in respect of several objects shall be allowed in case, when such actions (omission) will not lead to prevention, restriction or elimination of competition.
4. An object of the agreement subjected to reconstruction shall be owned by the public partner as of the moment of conclusion of the agreement. The object shall be free from the rights of third parties as of the moment of its transfer to the private partner.
5. It shall not be allowed to transfer an object of the agreement (property included into it) to a private partner, that is owned by a state or a municipal unitary enterprise by the right of economic jurisdiction or by a state or municipal budgetary institution by the right of operational management as of the moment of conclusion of the agreement.
6. The private partner shall have no right to pledge the object of the agreement and/or its rights under the agreement, except for their use as a method for securing fulfillment of obligations to the sponsor in case of a direct agreement. Foreclosure of the pledged

assets shall only be possible, if the private partner was not substituted during not less than 180 days from the day of forming of grounds for the foreclosure or if the agreement was not terminated early by the court decision due to the material violation of the agreement terms by the private partner.

7. In case of foreclosure of the pledged assets the public partner shall have the right of preferential purchase of the pledged assets at the price equal to the debt of the private partner to the sponsor, but not higher than the value of the pledged assets.

Chapter 2. Working out of a Proposal for Implementation of a Project of Public-Private Partnership or a Project of Municipal-Private Partnership, Consideration of such Proposal by the Authorised Authority and Taking a Decision on Implementation of the Project of Public-Private Partnership or a Project of Municipal-Private Partnership

Article 8. Working out of a Proposal for Implementation of a Project of Public-Private Partnership or a Project of Municipal-Private Partnership

1. If the project is initiated by a public partner, it shall ensure working out of the proposal for implementation of the project of public-private partnership or a project of municipal-private partnership (hereinafter also - the proposal for project implementation) in accordance with the requirements of Part 3 of this Article and shall submit the proposal to the authorised authority for consideration.

2. The person that can be a private partner in compliance with this Federal Law shall have the right to ensure working out of a proposal for project implementation in accordance with Parts 3 and 4 of this Article and submit the proposal to the public partner. With that, the person that ensured working out of the proposal for project implementation (hereinafter - the project initiator) shall, together with directing of such proposal to the public partner, provide to it an independent guarantee (bank guarantee) issued by a bank or other credit institution in the amount of not less than 5 percent of the expected sponsorship of the project. If the project is initiated by a person that can be a private partner in compliance with this Federal Law, it is allowed to hold preliminary negotiations related to working out of the proposal for project implementation between the project initiator and the public partner before directing the proposal to the public partner, using the procedure set by the authorised authority.

3. A proposal for project implementation shall contain:

- 1) description of the project and justification of its relevancy;
- 2) purposes and objectives of the project determined taking into account the purposes and the objectives envisaged by the strategic planning documents;
- 3) information on the public partner;
- 4) draft agreement that includes the material conditions envisaged by Article 12 of this Federal Law and other terms not contradicting the legislation of the Russian Federation;
- 5) term for implementation of the project or the procedure for its establishing;
- 6) assessment of the possibility of gaining income from the project implementation by the parties to the agreement;
- 7) the expected amount of funding of the project, including that from budgets of the Russian Federation budgetary system and the amount of private funding, including the necessary amount of own funds of the private partner and/or the necessary amount of borrowed funds, and the planned maturity of loans and borrowings, if funds are planned to be borrowed;
- 8) description of risks inherent in the project implementation (if any);
- 9) information on the project efficiency and justification of its comparative advantage;

10) other information defined by the Government of the Russian Federation.

4. The form of the proposal for project implementation and the requirements for the information envisaged by Part 3 of this Article shall be established by the Government of the Russian Federation.

5. Within the term not exceeding 90 days from the day of receipt of the proposal cited in Part 2 of this Article the public partner shall be obliged to consider it through the procedure established by the Government of the Russian Federation and take one of the following decisions:

- 1) on submittal of the proposal for project implementation to the authorised authority for consideration for assessment of the project efficiency and comparative advantage;
- 2) on impossibility of the project implementation.

6. When the public partner is considering the proposal for project implementation, it shall have the right to request additional materials and documents from the project initiator and hold negotiations with the project initiator, including those in the form of joint conferences. The negotiations shall be held within the term set by Part 5 of this Article for consideration of the proposal for project implementation, using the procedure set by the authorised authority. Following the results of consideration of the materials and documents provided by the project initiator and holding of negotiations, the contents of the proposal for project implementation can be changed before taking decisions cited in Part 5 of this Article, with the consent of the project initiator and the public partner. The results of the preliminary negotiations and/or negotiations (if they were held) that include taking of a decision to change the contents of the proposal for project implementation, shall be documented in the form of a report that shall be in two copies and signed by the public partner and the project initiator. Non-inclusion of decisions to change the contents of proposals for project implementation in the report shall not be allowed.

7. Decision of the public partner on impossibility of implementation of the project on the basis of the proposal for such project implementation cited in Part 2 of this Article shall be motivated and taken on the following grounds:

- 1) the proposal for project implementation does not comply with the principles of public-private partnership or municipal-private partnership;
- 2) the proposal for project implementation does not correspond to the form for such proposals established by the Government of the Russian Federation;
- 3) the contents of the project does not meet the requirements for its contents established by Part 3 of this Article;
- 4) no operation and/or technical use and/or transfer of the object of the agreement for private possession shall be allowed in accordance with a federal law, law of a Russian Federation constituent entity and/or municipal legal act;
- 5) no conclusion of the agreement shall be allowed in respect of object of the agreement specified in the proposal for project implementation or there are agreements concluded in respect of such subject;
- 6) absence of funds for implementation of the project in compliance with federal laws and/or regulatory legal acts of the Russian Federation, laws and/or other regulatory legal acts of the Russian Federation constituent entities or municipal legal acts in case, when it is necessary to allocate funds of the Russian Federation budgetary system for implementation of the project;
- 7) the public partner has no title to the object specified in the proposal for project implementation;
- 8) the object specified in the proposal for project implementation is not free from rights of third parties;

9) the object specified in the proposal for project implementation does not require reconstruction or no formation of the object specified in the proposal for project implementation is required;

10) the project initiator refused holding negotiations on change of terms of the proposal for project implementation envisaged by Part 6 of this Article or the parties failed to reach agreement on such terms after the negotiations.

8. If the public partner has taken a decision to submit the proposal for project implementation cited in Part 2 of this Article to the authorised authority for consideration for assessment of the project efficiency and its comparative advantage, the public partner shall submit the proposal for project implementation and copies of the report on preliminary negotiations and/or negotiations (if such negotiations were held) to the authorised authority for consideration within not more than 10 days from the day of taking of such decision.

9. Within the term not exceeding 10 days from the day of taking of one of the decisions envisaged by Part 5 of this Article in respect of the proposal cited in Part 2 of this Article, the public partner shall direct the decision and the original copies of the report on the preliminary negotiations and/or negotiations (if the negotiations were held) to the project initiator and publish the decision, the proposal for project implementation and the report on negotiations on the official website of the public partner.

10. Decisions envisaged by Part 5 of this Article can be contested through the procedure set by the legislation of the Russian Federation.

Article 9. Consideration of the Proposal for Implementation of a Project of Public-Private Partnership or a Project of Municipal-Private Partnership by the Authorised Authority

1. The authorised authority shall consider the proposal for project implementation for assessment of the project efficiency and comparative advantage. It shall not be allowed to direct the proposal for project implementation with violation of forms and requirements determined in accordance with Parts 3 and 4 of Article 8 of this Federal Law and without attaching documents envisaged by Part 8 of Article 8 of this Federal Law.

2. Efficiency of the project shall be assessed before consideration of the project for determining of its comparative advantage on the basis of the following criteria:

1) cost effectiveness of the project of public-private partnership or the project of municipal-private partnership;

2) social and economic effect of implementation of the project of public-private partnership or municipal-private partnership estimated considering the purposes and the objectives specified in the respective strategic planning documents.

3. Consideration of the project for its comparative advantage shall be allowed, if the project is acknowledged efficient by each of the criteria cited in Part 2 of this Article.

4. Comparative advantage of the project shall be defined on the basis of a ratio of the following criteria:

1) net discounted expenses of funds of the Russian Federation budgetary system in the course of implementation of the project of public-private partnership or municipal-private partnership to the net discounted expenses in the course of execution of the state or municipal contract;

2) the scope of obligations taken by the public partner in case of creation of risks in the course of implementation of the project on public-private partnership or municipal-private partnership to the scope of obligations taken by such public entity in the course of implementation of the state or municipal contract.

5. The term for carrying out of assessment of the project efficiency and its comparative advantage by the authorised authority shall not exceed 180 days from the day of receipt of such project by the authorised authority.

6. The procedure for assessment of efficiency of the project of public-private partnership or municipal-private partnership and definition of its comparative advantage by the authorised authority in compliance with the criteria and indicators envisaged by Parts 2 and 4 of this Article shall be established by the Government of the Russian Federation.

7. The methodology for assessment of efficiency of the project of public-private partnership or of municipal-private partnership and definition of its comparative advantage in compliance with the criteria and the indicators envisaged by Parts 2 and 4 of this Article shall be approved by the federal executive authority authorised to implement the state policy in the sphere of investment.

8. When considering the proposal for project implementation for assessment of the project efficiency and comparative advantage, the authorised authority shall have the right to request additional materials and documents from the public partner and/or the project initiator, hold negotiations with obligatory participation of the public partner and the project initiator, including those in the form of joint conferences, using the procedure set by the Government of the Russian Federation. Following the results of consideration of materials and documents directed to the authorised authority and of the negotiations held, the contents of the proposal for project implementation can be changed before the day of approval of the opinion envisaged by Part 10 of this Article, if there is a consent of the authorised authority, the public partner and the project initiator, if the proposal for project implementation was prepared by the initiator.

9. The results of the successful negotiations, including decisions on change of the proposal for project implementation taken, shall be documented in the form of a report that shall be in two copies and signed by the authorised authority, the public partner and the project initiator. Non-inclusion of decisions on change of the proposal for project implementation in the report shall not be allowed.

10. Following the results of consideration of the proposal for project implementation, the authorised authority shall approve the opinion on efficiency of the project and its comparative advantage (hereinafter - the positive opinion of the authorised authority) or an opinion on the project inefficiency and/or on absence of a comparative advantage (hereinafter - the negative opinion of the authorised authority) and direct the opinion and the original copy of the report on the negotiations (if the negotiations were held) to the public partner and the project initiator and publish the decision, the proposal for project implementation and the report on negotiations on the official website of the authorised authority within 5 days from the day of approval of the related opinion, except for information that is state, commercial or other secret protected by the law.

11. Approval by the authorised authority of a negative opinion shall be deemed a refusal from implementation of the project of public-private partnership or municipal-private partnership.

12. A negative opinion of the authorised authority can be contested through the procedure established by the legislation of the Russian Federation.

13. In case of receipt of a positive opinion of the authorised authority, the public partner shall direct it to the state authority and a head of a municipal entity authorised for taking decisions for the project implementation by this Federal Law within 5 days.

Article 10. Taking of a Decision on Implementation of a Project of Public-Private Partnership or Municipal-Private Partnership

1. A decision on implementation of the project shall be taken by the state authorities or by a local authority cited in Part 2 of this Article, if there is a positive opinion of the authorised authority, within the term not exceeding 60 days from the day of receipt of the positive opinion.

2. Decision on the project implementation shall be taken by:

- 1) The Government of the Russian Federation, if the public partner is the Russian Federation or a joint tender with participation of the Russian Federation is planned;
- 2) supreme executive body of a Russian Federation constituent entity, if the public partner is a Russian Federation constituent entity or a joint tender with participation of a Russian Federation constituent entity is planned (except for the cases of joint tenders with participation of the Russian Federation);
- 3) head of a municipal entity, if the public partner is a municipal entity or a joint tender with participation of a municipal entity is planned (except for joint tenders with participation of the Russian Federation or a Russian Federation constituent entity).

3. Decision on project implementation shall approve:

- 1) purposes and objectives of such project;
- 2) the public partner and the list of bodies and legal entities acting from the part of the public partner, if it is planned to transfer certain rights and obligations of the public partner to such bodies and legal entities;
- 3) material conditions of the agreement;
- 4) values of criteria of the project efficiency and indicators of its comparative advantage, on the basis of which the positive opinion was issued by the authorised authority;
- 5) type of the tender (public or selective) and the list of persons to receive invitations to participate (in case of a selective tender);
- 6) criteria of the tender and their parameters;
- 7) tender documentation or the procedure and the terms for its approval;
- 8) terms for holding of a tender for the right to conclude the agreement or to conclude the agreements in case of holding of a joint tender;
- 9) the term and the procedure for publication of a notification of holding of a public tender or, in case of a selective tender - the term for direction of a notification of holding of the selective tender and the invitation to participate in it to the persons defined in the decision on the project implementation, on the official website of the Russian Federation for publication of information on holding of tenders defined by the Government of the Russian Federation;
- 10) the procedure and the terms for conclusion of the agreement (agreements - in case of holding of a joint tender);
- 11) members of the tender commission and the procedure for their approval.

4. If it is planned to use funds of the Russian Federation budgetary system in the course of implementation of the agreement, conclusion of the agreement for the term exceeding the term of validity of the respective law (respective decision) on the budget for the next fiscal year and the planned period shall take into account the requirements of the budget legislation of the Russian Federation.

5. If funds of the budgetary system of the Russian Federation are planned to be used in the course of the project implementation, the decision on the project implementation shall only be taken on condition that use of such funds is envisaged by federal laws and/or other regulatory legal acts of the Russian Federation, laws and/or other regulatory legal acts of the Russian Federation constituent entities or municipal legal acts.

6. If the private partner, in the course of its activities envisaged by the project, sales the

goods manufactured by it, work performed by it or services rendered by it at regulated prices (tariffs) and/or considering the established markups on them, long-term parameters of regulation of activities of the private partner agreed on with state and local authorities, correspondingly, that regulate prices (tariffs) in accordance of the legislation of the Russian Federation, can be established by the decision of the public partner on conclusion of the agreement.

7. On the basis of the decision on project implementation the public partner shall ensure organisation and holding of a tender for the right to conclude the agreement within the term not exceeding 180 days from the day of taking of the decision, except for the cases envisaged by Parts 8-10 of this Article.

8. If the decision on project implementation is taken on the basis of a proposal for project implementation prepared by the project initiator, the public partner shall publish the decision for the purpose of accepting written applications from other persons regarding their intention to participate in the tender for the right to conclude the agreement on conditions envisaged by the said decision, on the official website of the Russian Federation for publishing of information on holding tenders defined by the Government of the Russian Federation and on the official website of the public partner within the term not exceeding 10 days from the day taking of such decision.

9. If the public partner has not received any written applications from other persons regarding their intention to participate in the tender for the right to conclude the agreement, attaching the independent guarantee issued by a bank or other credit institution (bank guarantee) in the amount of not less than 5 percent of the expected funding within 45 days from the moment of publication of the decision on project implementation cited in Part 8 of this Article on the official website of the Russian Federation for publishing of information on holding tenders, defined by the Government of the Russian Federation, or if such written applications regarding such intention have been received from persons that do not meet the requirements of Part 8 of Article 5 of this Federal Law, the public partner shall take a decision to conclude the agreement with the project initiator without holding a tender and establish the term for signing of the agreement.

10. If written applications were received from other persons regarding their intention to participate in the tender for the right to conclude the agreement, attaching the independent guarantee (bank guarantee) issued by a bank or other credit institution in the amount of not less than 5 percent of the expected funding, within 45 days from the moment of publication of the proposal for project implementation cited in Part 8 of this Article on the official website of the Russian Federation for publishing of information on holding tenders defined by the Government of the Russian Federation, and at least one of the said persons complies with the requirements of Part 8 of Article 5 of this Federal Law, the public partner shall ensure organisation and holding of the tender for the right to conclude the agreement within the term not exceeding 180 days from the day of taking of such decision.

11. The form of an application regarding the intention to participate in the tender for the right to conclude the agreement and the procedure for its direction to the public partner shall be approved by the Government of the Russian Federation.

Article 11. Information on a Project of Public-Private Partnership or a Project of Municipal-Private Partnership

1. The Russian Federation guarantees unrestricted and free of charge access to information on the agreement published on official websites of the authorised authorities, except for the information that is state, commercial or other secret

protected by the law.

2. The following information shall be subjected to publication on official websites of the authorised authorities:

- 1) information on the project;
- 2) decision on implementation of the project;
- 3) register of agreements on public-private partnership and municipal-private partnership;
- 4) results of monitoring of the agreement execution;
- 5) reports on the results of inspections of fulfillment of its obligations under the agreement by the private partner;
- 6) tender documentation and information on the procedure for carrying out of tender procedures;
- 7) other information subjected to publication in accordance with this Federal Law.

3. Information published on the official websites of the authorised authorities shall be complete, relevant and reliable.

Chapter 3. Agreement on Public-Private Partnership and Agreement on Municipal-Private Partnership

Article 12. Terms of the Agreement on Public-Private Partnership or Municipal-Private Partnership

1. Upon agreement, the private partner shall undertake to form real estate and/or real estate and chattels technologically interconnected that are the object of the agreement, at the account of own or borrowed funds fully or partially, to operate and/or maintain such property, and the public partner shall undertake to grant the private partner the right to possess or use it for carrying out the activities specified in the agreement and to ensure creation of title of the private partner to the object of the agreement on condition of meeting the requirements of this Federal Law and the agreement. Upon agreement, the parties shall also undertake to fulfill other obligations that follow from the elements of the agreement that define the form of public-private partnership or the form of municipal-private partnership.

2. The agreement shall include the following material conditions:

- 1) elements of the agreement on public-private partnership and municipal-private partnership defining the form of the public-private partnership or municipal-private partnership and obligations of parties to the agreement following from such elements;
- 2) values of criteria of the project efficiency and of its comparative advantage, on the basis of which the positive opinion of the authorised authority is obtained, and obligations of the parties related to execution of the agreement in accordance with such values;
- 3) information on object of the agreement, including its technical and economic indexes;
- 4) obligation of the public partner to provide real estate (including land plot or land plots) and/or real estate and chattels technologically interconnected and intended for the activities envisaged by the agreement, to the private partner;
- 5) term of validity of the agreement and/or the procedure for its establishing;
- 6) the condition and the procedure for creation of the right of private possession of the object of the agreement;
- 7) obligations of the parties to the agreement to ensure taking actions for execution of the agreement, including fulfillment of obligations following from the elements of the agreement, in accordance with the schedules for each action within the terms envisaged by the schedules and the procedure for taking of such actions;

- 8) the procedure and the terms for reimbursement of expenses of the parties to the agreement, including cases of its early termination;
 - 9) the methods for fulfillment by the private partner of its obligations under the agreement (granting by the bank or other credit institution of an independent guarantee (bank guarantee), pledge of rights of the private partner under a bank account agreement to the public partner, insurance of risk of responsibility of the private partner for violation of obligations under the agreement), the amount of the financial security and the term of its provision;
 - 10) obligations of the parties related to early termination of the agreement, obligations of the parties related to substitution of the private partner, including the obligation of the private partner to transfer the object of the agreement owned by it to the public partner in cases envisaged by this Federal Law and the agreement;
 - 11) liability of the parties to the agreement for non-fulfillment or undue fulfillment of obligations under the agreement;
 - 12) other material conditions envisaged by federal laws.
3. If the agreement envisages lease of a land plot for the purpose of the project implementation, the agreement shall contain the condition on the amount of the lease payment for such land plot or the procedure for its calculation.
 4. If an element of the agreement is existence of an obligation of the private partner to transfer the object of the agreement into possession of the public partner upon expiration of the term defined by the agreement, the agreement shall specify the procedure, the terms and the deadlines for transfer of the object of the agreement to the public partner by the private partner.
 5. If the project envisages financial support of obligations of the public partner (each public partner), the amount of such support, the amount of state or municipal guarantees, the procedure and the terms for their provision to the private partner shall be specified in the agreement. With that, the public partner shall have the right to undertake to bear a part of the expenses for formation of the object of the agreement, its operation and/or maintenance in accordance with the budget legislation of the Russian Federation.
 6. If the agreement envisages manufacture of goods, performance of work or rendering of services at regulated prices (tariffs) and/or considering the set markups to the prices (tariffs), the agreement shall, apart from the material conditions envisaged by Part 2 of this Article, contain the obligations of attracting of funding in the amount that the private partner undertakes to ensure for the purpose of formation of the object of the agreement during the entire validity of the agreement, and the procedure for reimbursement of expenses of the private partner subjected to reimbursement in compliance with the legislation of the Russian Federation in the sphere of regulation of prices (tariffs) and not reimbursed as of the moment of end of the agreement validity. With that, the amount of the security of fulfillment of its obligations under the agreement by the private partner envisaged by Item 10 of Part 2 of this Article shall be calculated proceeding from the amount of funding that the private partner undertakes to attract for the purpose of implementation of its investment program approved through the procedure set by the legislation of the Russian Federation in the sphere of regulation of prices (tariffs), except for the expenses that shall, in compliance with the agreement, be borne at the account of funds of the Russian Federation budgetary system and at the account of revenue of the private partner from sale of the goods manufactured, work performed or services rendered at regulated prices and/or considering the set markups to the prices (tariffs).
 7. If the agreement envisages manufacture of goods, performance of work or rendering

of services at regulated prices (tariffs) and/or considering the set markups to the prices (tariffs), the procedure and the conditions for setting and change of prices (tariffs) for the goods manufactured, work performed, services rendered, markups to the prices (tariffs) and long-term parameters of regulation of activities of the private partner shall be agreed on in compliance with the legislation of the Russian Federation in the sphere of regulation of prices (tariffs).

8. If certain rights and obligations of the private partner are exercised by the bodies and legal entities acting from the part of the public partner in accordance with Part 4 of Article 5 of this Federal Law, the agreement shall contain the list of such bodies and legal entities and information on rights and obligations of the public partner exercised by such bodies and legal entities.

9. The agreement can envisage a payment to be made by the private partner to the public partner in the period of operation and/or maintenance of the object of the agreement (hereinafter - payment of the private partner). Making of payment of the private partner can be envisaged either during the entire period of operation and/or maintenance of the object of the agreement or during certain periods of its operation and/or maintenance. The amount of payment of the private partner, the form and the procedure for its making shall be established by the agreement.

10. Payment of the private partner can be established in one or several forms:

- 1) fixed amounts to be made to the budget of the respective level regularly or one-time;
- 2) fixed share of products or the income gained by the private partner as a result of the activities envisaged by the agreement;
- 3) transfer of property owned by the private partner into possession of the public partner.

11. Together with the material conditions envisaged by Part 2 of this Article, the agreement can also contain other conditions not contradicting the legislation of the Russian Federation, including:

- 1) the amount of manufacture of goods, performance of work or rendering of services within execution of the agreement;
- 2) the expected income of the public partner and income of the private partner from execution of the agreement;
- 3) obligation of the private partner related to sale of the goods manufactured, work performed or services rendered within the term set by the agreement and the requirements for the quality of such goods, work or services;
- 4) obligation of the private partner to grant concessions, including those related to payment for goods, work or services, established by federal laws, laws of the Russian Federation constituent entities or municipal legal acts of representative bodies of local authorities, to the consumers;
- 5) distribution of risk of accidental loss and/or accidental damage of the object of the agreement or other property transferred by the public partner to the private partner under the agreement, among parties to the agreement;
- 6) obligation of the private partner to insure against the risk of accidental loss and/or accidental damage of the object of the agreement or other property transferred to the private partner by the public partner under the agreement, at its own account;
- 7) specifics of making amendments to the agreement;
- 8) obligations of the parties related to development of the land necessary for formation of the object of the agreement and/or the activities envisaged by the agreement, including that of preparing of a project of land planning and survey and of forming of a land plot (land plots);
- 9) obligation of the public partner to ensure consideration and approval of the projects

of land planning and survey and the terms for fulfillment of such obligation, if that is within the scope of its competence;

10) obligation of parties to the agreement related to transfer of the results of intellectual activities and/or brand identities necessary for execution of the agreement;

11) other conditions not contradicting the legislation of the Russian Federation.

12. State registration of title of the private partner to the object of the agreement shall be performed after commissioning of the object of the agreement together with the state registration of an encumbrance (restriction) of title to such object and the real estate.

13. It shall not be allowed to the private partner to alienate the object of the agreement owned by such private partner until expiration of validity of the agreement, except for substitution of the private partner under the agreement in compliance with this Federal Law. In such case, transfer of title to the object of the agreement on public-private partnership or municipal-private partnership from one private partner to other private partner shall not be the ground for termination of the encumbrance (restriction) cited in Part 12 of this Article.

Article 13. Conclusion, Amending and Termination of the Agreement on Public-Private Partnership and the Agreement on Municipal-Private Partnership, Transfer of Rights and Obligations under the Agreement and Substitution of the Private Partner

1. The agreement shall be concluded with the winner of the tender for the right to conclude the agreement or with other person having the right to conclude such agreement in accordance with this Federal Law.

2. The agreement can be amended, if there is the consent of the public and private partners. The terms of the agreement defined on the basis of the decision on the project implementation and the tender offer of the private partner related to the tender criteria can be changed by state authorities or the head of the municipal entity that took the decision to implement the project.

3. The public partner shall be obliged to consider proposals of the private partner related to change of the material conditions of the agreement, if execution of the agreement became impossible within the terms set in it owing to a contingency, an essential change of the circumstances from which the parties proceeded at conclusion of the agreement or if decisions of the courts or a federal anti-monopoly authority that have entered into force establish the impossibility of fulfillment of obligations set by the agreement because of taking of decisions or actions (omission) by state authorities, local authorities and/or their officials.

4. Decisions on change of the material conditions of the agreement, except for those cited in Part 6 of this Article, shall be taken by the public partner within 30 days after the day of receipt of the proposal of the private partner, on the basis of a decision of state authority or the head of the municipal entity that took the decision to implement the project.

5. If the public partner has not taken a decision to change the material conditions of the agreement, has not notified the private partner of start of consideration of the issue within preparation of the respective draft law (respective decision) on budget for the next fiscal year and the planned period or has not provided a motivated refusal to the private partner within 30 days after the day of receipt of the proposal from the private partner, the private partner shall have the right to suspend execution of the agreement until the public partner takes a decision to change the material conditions of the agreement or provides a motivated refusal.

6. Change of the material conditions of the agreement that leads to change of income

or expenses of budgets of the Russian Federation budgetary system shall only be allowed, if such change is included in the respective law (respective decision) on budget for the related fiscal year and the planned period. With that, the public partner shall be obliged to notify the private partner of the start of consideration of the issue within the preparation of the respective law (respective decision) on budget for the next fiscal year and the planned period or to provide a motivated refusal to the private partner within 30 days after receipt of demands of the private partner.

7. The agreement can be amended on the basis of a court decision upon the demand of one of the parties to the agreement on grounds envisaged by the legislation of the Russian Federation, an international agreement of the Russian Federation or the agreement.

8. The agreement shall be terminated:

- 1) upon expiration of its validity;
- 2) upon agreement of the parties;
- 3) in case of early termination under a court decision;
- 4) on other grounds envisaged by the agreement.

9. In case of early termination of the agreement containing obligation of the private partner to transfer the object of the agreement owned by the private partner into possession of the public partner, the object of the agreement shall be transferred to the public partner by the private partner on condition of reimbursement of expenses of the private partner incurred under the agreement, net of the amount of losses of the public partner and third parties incurred because of the early termination.

10. In case of early termination of the agreement under a court decision owing to essential violation of terms of the agreement by the private partner, the object of the agreement shall be transferred to the public partner. In such case, the public partner shall, within one day from the day of taking the decision by the court, provide it to the federal executive authority authorised to register title to real estate and transactions therewith, to register the title of the public partner to such property. Title of the public partner to the said property shall be registered on the basis of a court decision. If the private partner was provided a land plot, a timber area, a water body, a part of a water body or a subsoil area for the purpose of execution of the agreement, and the court took a decision on early termination of the agreement, the title of the private partner to such land plot, timber area, water body, the part of the water body or subsoil area shall be terminated from the moment of entering into force of such court decision.

11. No transfer of rights and obligations of the private partner under the agreement shall be allowed, except for the cases envisaged by this Federal Law.

12. Transfer of rights and obligations of the private partner to other legal entity in case of its reorganisation shall be performed on condition of compliance of the reorganised legal entity or that formed as a result of reorganisation with requirements to the tender participants set by this Federal Law and the tender documentation.

13. Transfer of rights and obligations under the agreement shall be allowed in case of substitution of the private partner in case of non-fulfillment or undue fulfillment of its obligations to the public partner and/or the sponsor, and shall be performed by way of holding of a tender by the public partner and, in case envisaged by Part 14 of this Article - without a tender.

14. The private partner can be substituted without a tender on the basis of a decision of the state authority or the head of the municipal entity that took a decision to implement the project, taking into account the written opinion of the sponsor (if a direct agreement is concluded), on condition that non-fulfillment or undue fulfillment by the private partner of its obligations under the agreement entailed violation of material conditions

of the agreement and/or infliction of damage to life and health of people or there is a threat of such damage and/or proceedings are initiated on the private partner bankruptcy case. The new private partner, to which the rights and obligations under the agreement are transferred, shall meet the requirements for private partners established by this Federal Law and the tender documentation.

15. Substitution of the private partner under the agreement in case of non-fulfillment or undue fulfillment by it of its obligations to the sponsor shall take the form of a tender held by the public partner for the purpose of substitution of the private partner (unless otherwise envisaged by the agreement or the direct agreement), complying with the following requirements for such tender:

1) type of the tender (public or selective), the terms and the criteria of the tender held for substitution of the private partner under the agreement shall be established by the decision on the project implementation, in accordance with which the agreement was concluded;

2) provisions of the tender documentation, on the basis of which the tender is held for substitution of the private partner shall comply with the provisions of the tender documentation approved by the decision on the project implementation, in accordance with which the agreement was concluded, except for the provisions, including parameters of the tender criteria that change considering the obligations under the agreement actually fulfilled by the private partner by the moment of holding of the tender;

3) a term of the tender held for substitution of the private partner, apart from those cited in Item 1 of this Part, shall be the obligation of the winner to fulfill obligations of the private partner to the sponsor through the procedure and on terms agreed on with the sponsor and envisaged by the tender documentation for holding a tender in order to substitute the private partner under the agreement.

16. Holding of the tender for substitution of the private partner and selection of its winner shall comply with Chapter 5 of this Federal Law. The public partner and the winner of the tender shall conclude an agreement for substitution of the person under the agreement. The rights and the obligations of the private partner under the agreement on public-private partnership or municipal-private partnership shall be terminated from the moment of conclusion of the agreement on substitution of the person under the agreement on public-private partnership or municipal-private partnership.

17. In case of substitution of the person under the agreement without holding of a tender in case of non-fulfillment or undue fulfillment by the private partner of its obligations to the public partner and/or the sponsor, the rules of Part 18 of this Article shall be applied.

18. In case of substitution of the private partner, the terms of the agreement shall be changed on the basis of data on obligations under the agreement actually fulfilled by the private partner by the moment of holding of the tender and taking into account the proposals provided by the winner of the tender for substitution of the private partner and containing better terms as compared with terms of the agreement. Amendments made to the agreement and related to change of terms of such agreement shall be documented in the form of a supplementary agreement to the agreement on public-private partnership or municipal-private partnership.

19. Within 3 days from the day of selection of a new private partner in accordance with this Article the private partner to be substituted shall transfer the object specified in the agreement to the new private partner under a statement of delivery and acceptance. The transfer shall be the ground for termination of the title of the private partner to be

substituted to the object of the agreement and the ground for creation of title of the new private partner to the object of the agreement.

20. If the substitution was not effected upon expiration of 365 days from the day of creation of grounds for substitution of the private partner, the agreement shall be terminated early in accordance with this Article.

Article 14. Rights of the Public Partner to Control Execution of the Agreement on Public-Private Partnership or Municipal-Private Partnership

1. Control of execution of the agreement from the part of the public partner shall be performed by the public partner, bodies and legal entities acting from the part of the public partner, by their representatives that shall have the right of unrestricted access to the object of the agreement and the documents related to the activities envisaged by the agreement, on the basis of the agreement, for the purpose of revelation of violations of terms of the agreement by the private partner and prevention of such violations.

2. The public partner shall control observance of terms of the agreement by the private partner, including fulfillment of obligations of meeting the terms of designing and formation of object of the agreement, funding of formation of object of the agreement, ensuring compliance of technical and economic characteristics of object of the agreement to those established by the agreement, carrying out of the activities envisaged by the agreement, operation of object of the agreement in compliance with the purposes set by the agreement and reaching the values of the criteria of the project efficiency and the indicators of its comparative advantage, on the basis of which the positive opinion of the authorised authority was obtained.

3. Representatives of the public partner, bodies and legal entities acting from the part of the public partner shall have no right to:

- 1) interfere with business activities of the private partner;
- 2) disclose information referred by the agreement to confidential information or that is commercial or state secret.

4. The public partner shall control execution of the agreement, including compliance by the private partner with terms of the agreement, according to the procedure set by the legislation of the Russian Federation.

5. The results of control of compliance by the private partner with terms of the agreement shall be documented by the report on results of the control.

6. The report on results of the control shall be published by the public partner on its official website within 5 days from the date of its drawing up. If the public partner is a municipal entity and such municipal entity does not have any official website, the report on results of the control shall be published on the official website of the Russian Federation constituent entity, within whose boundaries the municipal entity is located. The access to such report shall be provided during the term of validity of the agreement and 3 years after the day of its expiration.

7. The report on results of the control shall not be published on the internet, if information on object of the agreement is state secret or the object is of a strategic importance for ensuring defensive capacity and security of the state.

Article 15. Guarantees of Rights and Legal Interests of the Private Partner in the Course of Execution of the Agreement on Public-Private Partnership or Municipal-Private Partnership

1. In the course of the activities envisaged by the agreement, the private partner shall be guaranteed protection of its rights and legal interests in accordance with the

Constitution of the Russian Federation, international agreements of the Russian Federation, this Federal Law, other federal laws and other regulatory legal acts of the Russian Federation.

2. The private partner shall have the right to reimbursement of losses inflicted to it through illegal actions (omission) of state authorities, local authorities and/or officials of such authorities, in accordance with the Civil Code of the Russian Federation.

3. If the private partner sales goods manufactured, work performed or services rendered at regulated prices (tariffs) or considering the set markups to the prices (tariffs), the state or local authorities, correspondingly, that execute functions in the sphere of regulation of prices (tariffs) shall set prices (tariffs) for the goods manufactured and sold by the private partner, work performed or services rendered and the markups to them, proceeding from the amount of investments defined by the agreement and the terms for their making into formation and/or reconstruction of object of the agreement, as well as upgrading or replacement of other property transferred by the public partner to the private partner under the agreement, improvement of its characteristics and operational properties.

4. Private partners shall be guaranteed equal rights envisaged by the legislation of the Russian Federation, legal framework of operation that excludes any discrimination measures or other measures impeding free disposal by the private partners of investments, products an income gained as a result of the activities envisaged by the agreement.

5. If, during the validity of the agreement, amendments were made to the legislation of the Russian Federation, regulatory legal acts of the Russian Federation constituent entities or municipal legal acts and have entered into force, which led to increase of the cumulative tax burden of the private partner or deterioration of status of the private partner, including amendments establishing a regime of prohibitions and restrictions in respect of the private partner that deteriorate its status as compared with that before entering of the amendments into force so that it is deprived of what it had had the right to reckon upon at conclusion of the agreement, the public partner shall be obliged to take measures ensuring return on investment of the private partner and gaining of gross profit by it (income from sale of goods manufactured, work performed or services rendered at regulated prices (tariffs)) in the amount not less than that initially defined by the agreement. As measures ensuring return on investment of the private partner and gaining of gross profit by it (income from sale of goods manufactured, work performed or services rendered at regulated prices (tariffs) in the amount not less than that initially defined by the agreement), the public partner shall have the right to increase the amount of financial security of obligations of the public partner, extend the validity of the agreement with the consent of the private partner, increase the amount of expenses for formation and/or maintenance and/or operation of object of the agreement to be borne by the public partner, and to provide additional state or municipal guarantees to the private partner. Making such amendments to the agreement shall be based on a decision of the Government of the Russian Federation, a supreme executive body of a Russian Federation constituent entity or the head of a municipal entity according to the procedure established by the agreement. The requirements for the quality and application properties of the object of the agreement shall not be changed.

6. Provisions of Part 5 of this Article shall not be applied to change of terms of the agreement in relation to adopting of federal laws for protection of fundamentals of the constitutional system and ensuring defense capacity and security of the state.

7. The provision on change of terms of the agreement cited in Part 5 of this Article shall

not be applied in cases, when the amendment is to be made to the technical regulations or regulatory legal act of the Russian Federation regulating relations in the sphere of protection of mineral resources, environment and public health.

8. If, during the validity of the agreement under which the private partner sales the goods manufactured by it, work performed or services rendered by it to consumers at regulated prices (tariffs) and/or considering the set markups to them, the regulated prices (tariffs) or markups to them are reviewed, including cases of taking into account changes of long-term parameters of regulation of activities of the private partner, and do not comply with the parameters envisaged by the agreement, the terms of the agreement shall be changed upon the demand of the private partner.

9. The agreement can also establish other guarantees of rights of the private partner not contradicting this Federal Law, other federal laws, other regulatory legal acts of the Russian Federation, regulatory legal acts of Russian Federation constituent entities or municipal legal acts.

10. In the course of conclusion and execution of the agreement the public partner shall be obliged to render assistance to the private partner in obtaining permits of federal executive authorities, executive authorities of Russian Federation constituent entities and/or local authorities and/or agreements of such authorities, obligatory for reaching the purposes of the agreement.

11. Term of validity of the agreement shall be set considering the term of formation of object of the agreement, the amount of investment in its formation, the investment payback period and the term for gaining by the private partner of funds (revenue) in the amount established by the agreement.

Chapter 4. Authority of the Russian Federation, Russian Federation Constituent Entities and Municipal Entities in the Sphere of Public-Private and Municipal-Private Partnership. Authorised Authorities

Article 16. Authority of the Russian Federation in the Sphere of Public-Private and Municipal-Private Partnership

1. Authority of the Government of the Russian Federation in the sphere of public-private and municipal-private partnership shall include the following:

- 1) establishing of form of the proposal for implementation of the project and the requirements for the information envisaged by Part 3 of Article 8 of this Federal Law;
- 2) establishing of the procedure for assessment of the project efficiency and its comparative advantage in accordance with Parts 2-5 of Article 9 of this Federal Law;
- 3) establishing of the procedure for control over observance of terms of the agreement by the private partner;
- 4) taking of decisions on implementation of the project of public-private partnership, the public partner under which is the Russian Federation, or of the project of public-private partnership, regarding which holding of a joint tender with participation of the Russian Federation is planned;
- 5) exercising of other authority envisaged by this Federal Law, other federal laws and regulatory legal acts of the Government of the Russian Federation.

2. The federal Executive authority authorised to implement the state policy in the sphere of investment shall exercise the following authority:

- 1) ensuring inter-departmental coordination of activities of federal executive authorities in the course of implementation of the agreement on public-private partnership, if the public partner is the Russian Federation or a joint tender with participation of the Russian Federation is planned;

- 2) establishing of the procedure for monitoring of implementation of agreements;
- 3) approval of the methodology for assessment of efficiency of the project and its comparative advantage in compliance with Parts 2-5 of Article 9 of this Federal Law;
- 4) assessment of efficiency of the project of public-private partnership and its comparative advantage in compliance with Parts 2-5 of Article 9 of this Federal Law, if the public partner under the agreement is the Russian Federation;
- 5) coordination of tender documentation with the public partner for holding of tenders for the right to conclude the agreement on public-private partnership, the public partner under which is the Russian Federation;
- 6) monitoring of execution of the agreements;
- 7) assistance in protection of rights and legal interests of public and private partners in the process of the agreement execution;
- 8) keeping of register of the agreements concluded;
- 9) methodological support of the activities related to preparation of projects, working out, execution and termination of the agreements;
- 10) providing publicity and accessibility of information on the agreement on public-private partnership, if the public partner under the agreement is the Russian Federation;
- 11) exercise of other authority envisaged by this Federal Law, other federal laws and regulatory legal acts of the Government of the Russian Federation.

3. In the case envisaged by Part 3 of Article 17 of this Federal Law, the federal executive authority authorised to implement the state policy in the sphere of investment, shall assess the efficiency of the project of public-private partnership and its comparative advantage in accordance with Parts 2-4 of Article 9 of this Federal Law as related to the project of public-private partnership, the public partner under which is a Russian Federation constituent entity.

Article 17. Authority of Russian Federation Constituent Entities in the Sphere of Public-Private and Municipal-Private Partnership

1. Authority of a supreme executive authority of a Russian Federation constituent entity in the sphere of public-private partnership and municipal-private partnership shall include taking decisions on implementation of the project of public-private partnership, if the public partner is a Russian Federation constituent entity or a joint tender with participation of the Russian Federation constituent entity is planned (except for the case, when a joint tender with participation of the Russian Federation is planned), and exercise of other authority envisaged by this Federal Law, other federal laws, other regulatory legal acts of the Russian Federation and regulatory legal acts of Russian Federation constituent entities.

2. If the public partner is a Russian Federation constituent entity, the supreme executive body of the Russian Federation constituent entity shall define an executive authority of the Russian Federation constituent entity for the purpose of exercising of the following authority:

- 1) providing inter-departmental coordination of executive authorities of Russian Federation constituent entities in the course of execution of the agreement on public-private partnership, the public partner under which is a Russian Federation constituent entity, or of the agreement on public-private partnership, regarding which a joint tender with participation of the Russian Federation constituent entity is planned (except for the cases, when joint tender with participation of the Russian Federation is planned);
- 2) assessment of efficiency of the project of public-private partnership, the public

partner under which is a Russian Federation constituent entity and definition of comparative advantage of such project in accordance with Parts 2-5 of Article 9 of this Federal Law and assessment of efficiency of the project of municipal-private partnership and definition of its comparative advantage in accordance with Parts 2 - 5 of Article 9 of this Federal Law;

3) agreeing of tender documentation with the public partner for holding of tenders for the right to conclude the agreement on public-private partnership, the public partner under which is a Russian Federation constituent entity;

4) monitoring of execution of the agreements;

5) assistance in protection of rights and legal interests of public partners and private partners in the process of execution of the agreement on public-private partnership;

6) keeping of register of the agreements concluded;

7) ensuring of publicity and accessibility of information on concluded agreements on public-private partnership, if the public partner under the agreement is a Russian Federation constituent entity;

8) submittal of results of monitoring of execution of the agreement, the public partner on obligations of which is a Russian Federation constituent entity, to the federal executive authority defined by the Government of the Russian Federation, or of the agreement concluded on the basis of holding of a joint tender with participation of the Russian Federation constituent entity, or the agreement on municipal-private partnership planned, being executed or executed in the municipal entity that is a part of the Russian Federation constituent entity;

9) exercise of other authority envisaged by this Federal Law, other federal laws and regulatory legal acts of Russian Federation constituent entities.

3. The supreme executive authority of a Russian Federation constituent entity shall have the right to submit the project of public-private partnership to the federal executive authority authorised to implement state policy in the sphere of investment for assessment of its efficiency and comparative advantage in accordance with Parts 2-5 of Article 9 of this Federal Law.

Article 18. Authority of Municipal Entities in the Sphere of Municipal-Private Partnership

1. Authority of the head of a municipal entity in the sphere of municipal-private partnership shall include taking decisions on implementation of a project of municipal-private partnership, if the public partner is the municipal entity or a joint tender with participation of the municipal entity is planned (except for the case, when a joint tender with participation of the Russian Federation or a Russian Federation constituent entity is planned), as well as exercise of other authority envisaged by this Federal Law, other federal laws and regulatory legal acts of Russian Federation constituent entities, charters of municipal entities and municipal legal acts.

2. The head of the municipal entity shall define a local authority authorised for the following powers, in accordance with the charter of the municipal entity:

1) providing coordination of activities of local authorities in the course of implementation of the project of municipal-private partnership;

2) agreeing of the tender documentation with the public partner for holding of tenders for the right to conclude the agreement on municipal-private partnership;

3) monitoring of execution of the agreement on municipal-private partnership;

4) assistance in protection of rights and legal interests of public and private partners in the process of execution of the agreement on municipal-private partnership;

5) keeping of register of concluded agreements on municipal-private partnership;

6) providing publicity and accessibility of information on the agreement on

municipal-private partnership;

7) submittal of the results of monitoring of execution of the agreement on municipal-private partnership to the authorised authority;

8) exercise of other authority envisaged by this Federal Law, other federal laws, laws and regulatory legal acts of Russian Federation constituent entities, charters of municipal entities and municipal legal acts.

3. The head of the municipal entity shall direct a project of municipal-private partnership to the executive body of the Russian Federation constituent entity defined by the supreme state executive authority of the Russian Federation constituent entity for assessment of the efficiency of the project and its comparative advantage in accordance with Parts 2-5 of Article 9 of this Federal Law.

Chapter 5. Selection of a Private Partner for Implementation of Project of Public-Private Partnership or Municipal-Private Partnership

Article 19. A Tender for the Right to Conclude the Agreement on Public-Private Partnership or Municipal-Private Partnership

1. The agreement shall be concluded following the results of the tender for the right to conclude the agreement (hereinafter also - the tender), except for the cases envisaged by Part 2 of this Article.

2. It shall be allowed to conclude the agreement without holding of a tender with the following persons:

1) the project initiator, if no statements of intent to participate in the tender were received from other persons within 45 days from the moment of publication of the project prepared by the project initiator on the official website of the Russian Federation for publishing of information on holding of tenders, defined by the Government of the Russian Federation, or if such statements of intent were received from the persons that do not meet the requirements envisaged by Part 8 of Article 5 of this Federal Law;

2) the person that filed the application (hereinafter also - the applicant) for participation in the tender and that is acknowledged the tender participant, if such person is acknowledged the sole tender participant;

3) the person that filed the only application for participation in the tender, if only one application for participation in the tender is filed upon expiration of the term for filing such applications, and such person meets the requirements for acknowledging it the tender participant;

4) the person that provided the only tender offer, if it meets the requirements for tender documentation, including tender criteria.

3. A tender can be public (applications for the participation can be filed by any persons) or selective (applications for the participation can be filed by the persons who have been sent invitations for participation in such tender in accordance with the decision on the project implementation). The selective tender shall be held in case, when the agreement is concluded in respect of the object of the agreement, the information on which is a state secret. The public partner, the tender commission and the tender participants shall observe the requirements of the legislation of the Russian Federation on state secret in the course of holding of the selective tender. The information that is a state secret in accordance of the legislation of the Russian Federation shall not be published in mass media, on the internet or included in the notification on holding of the tender directed to the persons in accordance with the decision on conclusion of the agreement.

4. The tender shall be held in compliance with the decision on implementation of the

project and shall include the following stages:

- 1) publishing of a notification of holding of the tender on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation or, in case of a selective tender - the term for notifying the persons defined in the decision on implementation of the project, of holding of the selective tender with the invitation to participate;
- 2) filing of applications for participation in the tender;
- 3) opening of envelopes with the applications for participation;
- 4) preliminary selection of the participants;
- 5) presenting of tender offers;
- 6) opening of envelopes with the tender offers;
- 7) consideration and assessment of the tender offers and selecting the winner;
- 8) signing of the report on the results of the tender, publishing the notice of the results on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation and notifying the participants of the results of the tender.

5. In accordance with the decision on implementation of the project the tender for the right to conclude the agreement on public-private partnership or municipal-private partnership, respectively, can be held without the stage cited in Item 4 of Part 4 of this Article.

6. The tender shall be open for the participants, except for the cases, when the tender documentation contains information that is a state secret, and other cases envisaged by the legislation of the Russian Federation. With that, the selective tender shall be held without the stage cited in Item 1 of Part 4 of this Article. The persons having the right to participate in the selective tender shall be informed by way of their notification in writing.

7. Upon agreement with the authorised authority the public partner shall determine the contents of the tender documentation, the procedure for publication of the notification of holding of the tender on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation, the form for filing applications for participation in the tender, the procedure for preliminary selection of the participants, assessment of tender offers and publication of the tender results.

8. The authorised authority shall control compliance of the tender documentation with the proposal for the project implementation, on the basis of which the decision on the project implementation was taken, including control over compliance of the tender documentation with the results of assessment of the project efficiency and its comparative advantage.

9. The tender criteria can include:

- 1) technical criteria;
- 2) financial and economic criteria;
- 3) legal criteria (term of validity of the agreement, the risks taken by the public and private partners, including obligations of the private partner in case of deficient planned income from operation and/or maintenance of the object of the agreement, creation of additional expenses in the course of formation of the object of the agreement, its operation and/or maintenance).

10. When establishing the tender criteria, the values of criteria of the project efficiency and values of indicators of its comparative advantage, on the basis of which the positive opinion of the authorised authority was obtained, shall be taken into account.

11. The following parameters shall be set for each tender criterion envisaged by Part 9

of this Article:

1) a benchmark condition in the form of a numerical value (hereinafter - the benchmark value of the tender criterion);

2) increase or decrease of the benchmark value of the tender criterion in the tender offer;

3) weight coefficient for consideration of materiality of the tender criterion.

12. Values of the weight coefficients considering the materiality of the tender criteria cited in Part 9 of this Article can range from zero to one, and the sum of values of all coefficients shall be one.

13. It shall not be allowed to use the tender criteria not envisaged by this Article.

14. Maximum values of weight coefficients considering the materiality of the tender criteria cited in Part 9 of this Article can take the following values:

1) for technical criteria - up to 0.5;

2) financial and economic criteria - up to 0.8;

3) legal criteria - up to 0.5.

15. Values of the tender criteria for assessment of tender offers shall be set in the tender documentation.

16. No presentation of applications for participation in the tender by persons not meeting the requirements of Part 8 of Article 5 of this Federal Law and their participation in the tender shall be allowed.

17. The amount of private funding to be attracted for execution of the agreement shall be the obligatory criterion of the tender documentation.

18. If the agreement envisages partial funding of the project by the public partner, the maximum expected amount of such funding shall be obligatory for inclusion in the tender criteria.

19. Before expiration of the term for filing of applications for participation in the tender and tender offers to the tender commission the person that has filed an application for participation in the tender shall have the right to amend or recall its application or offer.

20. Winner of the tender shall be acknowledged a participant whose tender offer has the best terms against those of tender offers of other participants, in the opinion of the tender commission.

21. Decision of the tender commission on assessment of tender offers and selecting the winner shall be motivated and meet the criteria given in the tender documentation.

22. The term for consideration and assessment of tender offers shall be set in the tender documentation on the basis of the decision on the project implementation.

23. The results of assessment of tender offers shall be included in the report on consideration and assessment of tender offers that shall be published on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation, through the procedure set for publication of notifications of holding tenders, within 10 days after expiration of the term for consideration of tender offers.

24. In case of a refusal or avoidance by the winner of the tender to sign the agreement within the set term, it shall be allowed to conclude the agreement with the tender participant, whose offer, by the results of consideration and assessment of tender offers, has the best terms that are the next after those offered by the winner. The agreement shall be concluded with such participant using the procedure for concluding agreement with the winner envisaged by Article 32 of this Federal Law.

25. A tender shall be acknowledged failed by the decision of the public partner that shall be taken:

1) not later than one day after the expiration of the term for filing applications for

- participation in the tender, if less than two such applications are filed;
- 2) not later than one day after expiration of the term for preliminary selection of the tender participants, if less than two persons that have filed the applications are acknowledged tender participants;
 - 3) not later than one day after expiration of the term for provision of tender offers, if less than two tender offers have been provided;
 - 4) not later than one day after expiration of the term for signing of the agreement by the participant, whose offer, by the results of consideration and assessment of tender offers, has the best terms that are the next after those offered by the winner, if the agreement has not been signed by such person during such term, or not later than one day from the moment of refusal of such person to conclude the agreement.

Article 20. Joint Tender for the Right to Conclude the Agreement on Public-Private Partnership or Municipal-Private Partnership

1. For the purpose of conclusion of the agreement on public-private partnership or municipal-private partnership two or more public partners shall have the right to hold a joint tender.
2. A joint tender shall be held according to the procedure established by this Chapter.
3. The rights, the obligations and the liability of public partners in case of holding of a joint tender shall be determined by the agreement on holding of the joint tender. A separate agreement shall be concluded by each public partner with the winner of the joint tender.
4. Organiser of a joint tender shall be one of the public partners, to which other public partners transfer a part of their authority for organisation and holding of the joint tender, under the agreement on holding of the joint tender.
5. The agreement on holding of a joint tender shall include:
 - 1) information on the person that is the organiser of the joint tender and on the parties to the agreement on holding of a joint tender;
 - 2) rights, obligations and liability of the parties to the agreement, including the list of powers transferred to the organiser by the parties to the agreement;
 - 3) the procedure for coordination and terms for taking decisions on the project implementation and holding of the joint tender;
 - 4) information on terms of the agreements to be concluded following the results of the joint tender;
 - 5) the procedure and the terms for preparing and approval of the tender documentation and the indicative term for holding of the joint tender;
 - 6) the procedure and the terms for forming of the tender commission;
 - 7) the procedure for consideration of disputes;
 - 8) the procedure for publishing the information on such agreement on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation;
 - 9) other information defining the interrelations between the parties to the agreement on holding of the joint tender.

Article 21. Tender Documentation

1. Tender documentation shall contain:
 - 1) decision on the project implementation;
 - 2) tender terms;
 - 3) requirements for professional and business qualities of the persons that have filed the applications for participation and according to which preliminary selection of the

participants is carried out;

4) the exhaustive list of documents and materials, the form for their provision by the persons that have filed applications for participation and the tender offers, and by the tender participants;

5) tender criteria;

6) the term for publication of the notification of holding of the tender on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation or for directing of the notification to the persons in accordance with the decision on conclusion of the agreement together with the invitation to participate;

7) procedure for filing applications for participation in the tender and the requirements for them;

8) the place and the term for filing of applications for participation in the tender (dates, time of start and end of the term);

9) the procedure, the place and the term for provision of tender documentation;

10) the procedure for provision of interpretations of tender documentation;

11) indication of methods for securing fulfillment of obligations under the agreement by the private partner and the requirement for provision of documents confirming fulfillment of obligations of the private partner under the agreement;

12) the amount of prepayment to be made as security for fulfillment of the obligation to conclude the agreement (hereinafter - the prepayment), the procedure and the terms for its making and details of account where it is to be paid;

13) the procedure, the place and the term for provision of tender offers (dates and time of start and end of the term);

14) the procedure and the term for amending and/or recall of the applications for participation in the tender and tender offers;

15) the procedure, the place, the date and the time for opening of envelopes with applications for participation in the tender;

16) the procedure and the term for preliminary selection of the tender participants, the date for signing of the report on the preliminary selection, if it is envisaged by terms of the tender;

17) the procedure, the place, the date and the time for opening of envelopes with tender offers;

18) the procedure for consideration and assessment of tender offers;

19) the procedure for selection of the winner;

20) the term for signing of a report on the results of the tender;

21) the term for signing of the agreement;

22) the term and the procedure for holding negotiations with the winner.

2. If the private partner sales the goods manufactured, work performed or services rendered at regulated prices (tariffs) and/or considering the markup to such prices (tariffs) in the course of the activities envisaged by the agreement, and the decision of the public partner establishes long-term parameters for regulation of activities of the private partner, the tender documentation shall contain such parameters.

3. Tender documentation shall not contain demands to the tender participants that unjustifiably restrict access of any participant to the participation in the tender and/or create preferential conditions of participation in the tender for some participant.

4. In case of a public tender, the public partner shall publish the tender documentation on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation within the term not exceeding 5 days from the day of its approval. Tender documentation published on

the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation shall be available for familiarisation free of charge. From the day of publishing of the tender documentation and of the notification of holding of a public tender on the official website of the Russian Federation for publication of information on holding tenders, defined by the Government of the Russian Federation, the public partner and the tender commission shall be obliged to provide tender documentation to any interested person under a written application of the latter according to the procedure and within the terms specified in the notification of holding of the public tender. In case of a selective tender, the public partner and the tender commission shall be obliged to provide tender documentation to the persons that were directed an invitation to participate in the selective tender, according to the procedure and within the terms established by the tender documentation.

5. The public partner and the tender commission shall be obliged to provide written interpretations of provisions of the tender documentation at the requests of the applicants, if such requests were received by the public partner or by the tender commission not later than 10 days prior to expiration of the term for filing of applications for participation in the tender. The public partner or the tender commission shall direct interpretations of provisions of the tender documentation to each applicant within the terms set by the tender documentation, but not later than 5 days prior to expiration of the term for filing of applications for participation in the tender, attaching the subject of the request without specification of the applicant that directed the request. In case of a public tender, interpretations of provisions of the tender documentation with the subject of the request without specification of the applicant that directed the request attached shall also be published on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation. Requests of the applicants cited in this Part and interpretations of provisions of the tender documentation at requests of the applicants with the subject of the request without specification of the applicant that directed the request attached, can also be provided to them in electronic form.

6. The public partner shall have the right to amend the tender documentation on condition of obligatory extension of the term for filing applications for participation in the tender or tender offers by not less than 30 days from the day of making of such amendments. A notification of making amendments to the tender documentation shall be published by the tender commission on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation, or directed to the persons that have been sent invitations for participation in the selective tender within 3 days from the day of making of such amendments.

Article 22. Tender Commission

1. For holding of a tender, the public partner shall form a tender commission. The number of members of the tender commission shall be not less than five. The tender commission shall be authorised to take decisions, if not less than 50 percent of the total number of its members are present at its meeting, with each member having one vote. Decisions of the tender commission shall be taken by the majority of votes of its members present at the meeting. If the number of votes is equal, the vote of the chairman of the tender commission shall be deemed decisive. Decisions of the tender commission shall be documented by minutes signed by members of the tender commission present at its meeting. The tender commission shall have the right to

involve independent experts in its activities.

2. Members of the tender commission and independent experts shall not be individuals that are employees of the persons that filed applications for participation in the tender or individuals that are shareholders (participants) of such persons, members of their managing bodies or their affiliates. If such persons are revealed among members of the tender commission or independent experts, they shall be replaced by other persons by the public partner.

3. Tender commission shall execute the following functions:

- 1) publish a notification of holding of the tender (in case of a public tender);
- 2) direct a notification of holding of the tender together with the invitation to participate to the persons in accordance with the decision on the project implementation (in case of a selective tender);
- 3) publish a notification of amending of the tender documentation and direct the notification to the persons in accordance with the decision on project implementation;
- 4) accept applications for participation in the tender and tender offers;
- 5) provide tender documentation and interpretation of its provisions;
- 6) open envelopes with the applications for participation in the tender, tender offers and consider applications for participation in the tender and tender offers;
- 7) check documents and materials directed by persons that filed applications for participation in the tender or tender offers, and by participants of the tender in accordance with the requirements set by the tender documentation, as well as reliability of information of such documents and materials;
- 8) establish compliance of the persons that filed applications for participation in the tender or tender offers and the tender offers themselves with the requirements of this Federal Law and the tender documentation, and compliance of tender offers with the tender criteria and the said requirements;
- 9) if necessary, request and receive information for check of reliability of information provided by the persons that filed applications for participation in the tender and tender participants, from the related authorities and organisations;
- 10) take decisions on admittance of the person that filed an application for participation in the tender, for such participation (on acknowledging such person the tender participant) or on refusal to admit such person for participation in the tender and direct the related notification to it;
- 11) select tender participants;
- 12) direct invitations to the tender participants to present their tender offers, consider and assess them;
- 13) carry out preliminary selection of tender participants through the procedure set by the Government of the Russian Federation, if such preliminary selection is envisaged by the decision on project implementation;
- 14) select the winner and direct to it a notification of acknowledging it winner;
- 15) sign the report on opening of envelopes with tender offers, the report on consideration and assessment of tender offers and the report on the results of the tender;
- 16) notify participants of the tender of its results;
- 17) publish a notice on the results of the tender on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation.

Article 23. Filing of Applications for Participation in the Tender

1. Applications for participation in a tender shall meet the requirements for such

applications set by the tender documentation, contain documents and materials envisaged by the tender documentation and confirming compliance of the applicants with the requirements for the tender participants.

2. The term for filing of applications for participation in a tender shall be not less than 30 days from the day of publishing of a notification of holding of the tender or from the day of directing a notification to the persons in accordance with the decision on project implementation, together with the invitation to participate in the tender.

3. An application for participation in the tender shall be in Russian, in a free written form, considering provisions of Part 1 of this Article, in two copies (the original and a copy), each signed by the applicant, and shall be submitted to the tender commission through the procedure established by the tender documentation, in an individual sealed envelope. Attached to the application for participation in the tender shall be the list of documents and materials provided by the applicant, signed by it, with the original document remaining at the tender commission and the copy - at the applicant.

4. An application for participation in the tender submitted to the tender commission shall be registered in the register of applications under a sequence number, specifying the date and the exact time of its submittal (hours and minutes), to avoid coincidence of such time with the time of submittal of other applications. The copy of the list of documents and materials provided by the applicant shall bear a mark on date and time of filing of the application for participation in the tender, specifying the number of the application.

5. The applicant shall have the right to amend or recall its application for participation in the tender at any time before expiration of the term for filing applications for participation in the tender. Amending of an application for participation in the tender or a notification of its recall shall be deemed valid, if such amendment or notification was received by the tender commission before expiration of the term for filing of applications for participation in the tender.

Article 24. Opening of Envelopes with Applications for Participation in the Tender

1. Envelopes with applications for participation in the tender shall be opened at the meeting of the tender commission, through the procedure, on the day, at the time and at the place established by the tender documentation. The name and the location of each applicant, whose envelope is being opened shall be declared and entered in the report on opening of envelopes with applications for participation in the tender, as well as the information on documents and materials attached to the application, whose provision is envisaged by the tender documentation.

2. Applicants or their representatives shall have the right to be present at opening of envelopes with applications for participation in the tender. Applicants or their representatives shall have the right to carry out audio or video recording of to make photos.

3. All envelopes containing applications for participation in the tender, filed to the tender commission before expiration of the term for filing of applications established by the tender documentation, shall be opened.

4. An envelope containing an application for participation in the tender filed to the tender commission after expiration of the term for filing of applications for participation in the tender, shall not be opened and shall be returned to the applicant that filed it, together with the list of documents and materials provided by it, with the mark on rejection to accept the application.

Article 25. Preliminary Selection of Tender Participants

1. Preliminary selection of tender participants shall be carried out according to the procedure established by the tender documentation, by the tender commission that shall check:

- 1) compliance of the application for participation in the tender with the requirements of the tender documentation. The tender commission shall have the right to demand from the applicant interpretation of provisions of the application filed by it;
- 2) compliance of the applicant with the requirements for the tender participants. The tender commission shall have the right to demand from the applicant interpretations of provisions of documents and materials provided by it and confirming compliance of the applicant with the said requirements;
- 3) compliance of the applicant with the requirements for private partners in accordance with this Federal Law.

2. Basing on the results of the preliminary selection of the tender participants, the tender commission shall take a decision to admit an applicant for participation in the tender or to refuse such admittance and shall execute the decision by the report on the preliminary selection of the tender participants, that shall include the name of the applicant that has passed the preliminary selection and is admitted for participation in the tender, and the name of the applicant that failed the preliminary selection and is not admitted for participation, justifying the decision.

3. Decision to refuse admittance of an applicant for participation in the tender shall be taken by the tender commission in the following cases:

- 1) the applicant does not meet the requirements for tender participants;
- 2) the application for participation in the tender does not meet the requirements for such applications established by the tender documentation;
- 3) documents and materials provided by the applicant are incomplete and/or unreliable;
- 4) prepayment of the applicant was not charged on the account within the term and in the amount established by the tender documentation, on condition that the tender documentation envisages making of a prepayment before expiration of the term for filing of applications for participation in the tender.

4. Within 3 days from the day of signing of the report on the preliminary selection of tender participants by its members, but not later than 60 days before expiration of the term for providing of tender offers to the tender commission, the tender commission shall direct a notification to the tender participants with the proposal to provide their tender offers. Applicants not admitted for participation in the tender shall be directed a notification of refusal to admit them for participation in the tender, attaching a copy of the said report, and the amounts of prepayments made by them shall be returned within 5 days from the day of signing of the said report by members of the tender commission on condition that the tender documentation envisages making a prepayment before expiration of the term for acceptance of applications for participation in the tender.

5. Decision on refusal to admit an applicant for participation in the tender can be contested through the procedure established by the legislation of the Russian Federation.

6. The public partner shall have the right to open an envelope with the only application for participation in the tender and consider it using the procedure established by this Article within 3 days from the day of taking of the decision on acknowledging the tender failed. If the applicant and its application for participation in the tender comply with the requirements set by the tender documentation, the public partner shall have the right to offer to such applicant to provide a proposal for conclusion of the agreement on terms complying with the tender documentation within 10 days from the day of taking of the

decision on acknowledging the tender failed. The term for provision of such proposal by the applicant shall be not more than 60 days from the day of receipt of the proposal of the public partner by the applicant. The term for consideration by the public partner of the proposal provided by the applicant shall be established by the public partner, but shall not be more than 15 days from the day of provision of the proposal by such applicant. Depending on the results of consideration of the proposal provided by the applicant and if the proposal complies with the requirements of the tender documentation, including tender criteria, the public partner shall take a decision to conclude the agreement with such applicant.

7. The public partner shall return the prepayment made by the applicant that provided the only application for participation in the tender in the following cases:

- 1) the applicant was not offered to provide a proposal for conclusion of the agreement to the public partner (within 15 days from the day of taking of a decision on acknowledging the tender failed);
- 2) the applicant has not provided a proposal for conclusion of the agreement to the public partner (within 5 days after expiration of the set term for provision of the proposal for conclusion of the agreement);
- 3) if, following the results of consideration of the proposal for conclusion of the agreement provided by the applicant, the public partner has not taken a decision to conclude the agreement with such applicant (within 5 days after the day of expiration of the set term for consideration of the proposal for conclusion of the agreement by the public partner).

Article 26. Provision of Tender Offers

1. A tender offer shall be in Russian and executed in writing in two copies (the original document and a copy), each bearing the signature of the tender participant, and shall be submitted to the tender commission through the procedure established by it in an individual sealed envelope. Attached to the tender offer shall be the list of the documents and materials provided by the tender participant, in two copies and signed by the participant, with the original document remaining at the tender commission and a copy - at the tender participant.

2. The tender offer provided to the tender commission shall be entered in the registration log of tender offers under a sequence number, specifying the date and the exact time of its provision (hour and minutes), to avoid coincidence of such time with the time of provision of other tender offers. The copy of the list of documents and materials provided by the tender participant shall bear a mark on the date and the time of provision of such tender offer.

3. If the tender documentation envisages making a prepayment after the day of end of accepting of applications for participation in the tender, the tender participant shall make such prepayment through the procedure, in the amount and within the terms established by the tender documentation. The prepayment shall not be made by the tender participant after expiration of the term for provision of tender offers.

4. A tender participant shall have the right to present a tender offer at a meeting of the tender commission at the moment of opening of envelopes with tender offers that is the moment of expiration of the term for provision of tender offers.

5. A tender participant shall have the right to amend or recall its tender offer at any time before expiration of the term for provision of tender offers to the tender commission.

6. Amendment of a tender offer or a notification of its recall shall be deemed valid, if such amendment or notification was received by the tender commission before expiration of the term for provision of tender offers.

7. For each criterion of the tender the tender offer shall specify the value of the condition proposed by the tender participant in numerical form.

Article 27. Opening of Envelopes with Tender Offers

1. Envelopes with tender offers shall be opened at the meeting of the tender commission through the procedure, on the date, at the time and at the place established by the tender documentation. The name and the location of each applicant shall be declared at opening of envelopes with tender offers and entered in the report on opening of envelopes with tender offers, as well as the information on documents and materials attached to the tender offer, whose provision is envisaged by the tender documentation.

2. Tender participants that provided tender offers to the tender commission or their representatives shall have the right to be present at opening of envelopes with tender offers. Tender participants that provided tender offers to the tender commission or their representatives shall have the right to carry out audio or video recording of to make photos.

3. All envelopes containing tender offers, filed to the tender commission before expiration of the term for provision of tender offers established by the tender documentation, shall be opened, except for those containing tender offers of tender participants that failed to observe the procedure, the amount and/or the term for making a prepayment established by the tender documentation.

4. An envelope containing a tender offer provided to the tender commission after expiration of the term for provision of tender offers, as well as those containing tender offers of tender participants that failed to observe the procedure, the amount and/or the term for making a prepayment established by the tender documentation shall not be opened and shall be returned to the participants that provided them, together with the list of documents and materials provided by them, with the mark on rejection to accept the tender offer.

Article 28. Procedure for Consideration and Assessment of Tender Offers

1. Tender offers provided by tender participants whose envelopes with tender offers shall be opened in compliance with Article 27 of this Federal Law, shall be considered according to the procedure established by the tender documentation by the tender commission that shall assess compliance of the tender offer with the requirements of the tender documentation and assess the tender offers that were acknowledged compliant with the requirements of the tender documentation, to select the winner of the tender.

2. Basing on the results of consideration of tender offers, the tender commission shall take a decision whether a tender offer complies with the requirements of the tender documentation.

3. Decision on non-compliance of a tender offer with the requirements of the tender documentation shall be taken by the tender commission in the following cases:

1) a tender participant failed to provide documents and materials envisaged by tender documentation that confirm compliance of the tender offer with the requirements of tender documentation and the information of the tender offer;

2) the condition contained in the tender offer does not comply with the tender criteria;

3) documents and materials provided by the tender participant are unreliable.

4. Decision on incompliance of a tender offer with the requirements of tender documentation can be contested through the procedure established by the legislation of the Russian Federation.

5. Tender offers shall be assessed as follows:

- 1) if an increase of the benchmark value is envisaged for a tender criterion, the amount calculated on the condition contained in the tender offer and on such criterion shall be defined by multiplication of coefficient of such criterion by the ratio of the difference of the value of the condition of the tender offer and the least of the values of all conditions of tender offers, to the difference of the maximum value of all conditions of tender offers and the minimum value of all conditions of tender offers;
- 2) if a decrease of the benchmark value is envisaged for a tender criterion, the amount calculated on the condition contained in the tender offer and on such criterion shall be defined by multiplication of the coefficient of such criterion by the ratio of the difference of the maximum value of all conditions of tender offers and the value of the condition of the tender offer, to the difference of the maximum value of all conditions of tender offers and the minimum value of all conditions of tender offers;
- 3) for each tender offer the amounts calculated on all tender criteria in compliance with provisions of Items 1 and 2 of this Part shall be summed up, and the resulting value shall be calculated.

6. The conditions of tender offers shall be assessed by the tender commission by comparing the results of summing up of the resulting value calculated through the procedure established by Part 5 of this Article.

7. The public partner shall have the right to consider a tender offer provided by only one tender participant and, if it meets the requirements of the tender documentation, including the tender criteria, to take a decision to conclude the agreement with such participant in compliance with the terms of the tender offer provided by it, within 30 days from the day of taking the decision on acknowledging the tender failed. If, following the results of consideration of the tender offer provided by only one tender participant the public partner has not taken a decision to conclude the agreement with such participant, the prepayment made by the participant shall be returned to it within 15 days from the day of expiration of the said 30-day term.

Article 29. Procedure for Selection of the Winner of the Tender

1. Winner shall be acknowledged a tender participant that offered the best terms defined through the procedure envisaged by Article 28 of this Federal Law.

2. If two or more tender offers have equal best terms, the winner shall be acknowledged the participant that provided its tender offer to the tender commission first.

3. Decision on selection of the tender winner shall be executed by the report on consideration and assessment of tender offers that shall contain:

- 1) criteria of the tender;
- 2) conditions of tender offers;
- 3) results of consideration of tender offers, specifying those acknowledged incompliant with the requirement of the tender documentation;
- 4) results of assessment of tender offers;
- 5) name and location of the winner, justification of the decision taken by the tender commission on acknowledgement a participant the winner and the participant, whose tender offer, by the results of consideration and assessment of tender offers, contains the best conditions that are the next after those offered by the tender winner.

4. Decision on acknowledging a tender participant the winner can be contested according to the procedure set by the legislation of the Russian Federation.

Article 30. Contents of the Report on the Results of the Tender and the Term for its

Signing

1. Not later than 5 days after the day of signing of the report on consideration and assessment of tender offers, the tender commission shall sign the report on the results of the tender that shall include:

- 1) decision on conclusion of the agreement, specifying the type of the tender;
- 2) notification of holding of the tender;
- 3) the list of persons that, according to the decision on the project implementation, were directed the notification of holding of the tender together with the invitation to participate (in case of a selective tender);
- 4) tender documentation and the amendments thereto;
- 5) requests of tender participants for interpretation of provisions of the tender documentation and the respective interpretations of the public partner or the tender commission;
- 6) report on opening of envelopes with applications for participation in the tender;
- 7) original applications for participation in the tender submitted to the tender commission;
- 8) report on the preliminary selection of tender participants, if preliminary selection is envisaged by the decision on the project implementation;
- 9) the list of the tender participants that were directed the notifications with the proposal to provide tender offers;
- 10) report on opening of envelopes with tender offers;
- 11) report on consideration and assessment of tender offers.

2. Report on the results of the tender shall be kept at the public partner during the term of validity of the agreement.

3. The amounts of prepayment made by the tender participants shall be returned to all of them, except for the winner, within 5 days from the day of signing of the report on the results of the tender.

Article 31. Publication of the Notification of the Results of the Tender and Notifying the Tender Participants of Results of the Tender

1. Within 15 days from the day of signing of the report on the results of the tender or taking by the public partner of a decision on acknowledging the tender failed, the tender commission shall publish the following on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation:

- 1) notification of the results of the tender, specifying the winner and the participant, whose tender offer, by the results of consideration and assessment of tender offers, contains the best conditions, next to those proposed by the winner;
- 2) decision on declaring the tender failed, justification of the decision, specifying the name of the person that has the right to conclude the agreement (if any), in compliance with this Federal Law.

2. Within 15 days from the day of signing of the report on the results of the tender or taking by the public partner of a decision on acknowledging the tender failed, the tender commission shall be obliged to direct a notification on the results of the tender to tender applicants and participants. The notification can also be directed in electronic form.

3. Any applicant or participant of the tender shall have the right to request from the public partner explanations of the results of the tender, and the public partner shall be obliged to provide written explanations within 30 days from the day of receipt of such request.

Article 32. Procedure for Conclusion of the Agreement on Public-Private Partnership or Municipal-Private Partnership

1. Within 5 days from the day of signing of the report on the results of the tender by members of the tender commission the public partner shall direct a copy of the report, a draft agreement that includes the terms envisaged by the decision on the project implementation, the tender documentation and the tender offer provided by the winner, as well as other terms envisaged by this Federal Law and other federal laws, to the winner. The agreement shall be signed within the term set by the tender documentation, but not earlier than 10 days from the moment of publication of the resulting report on the results of the tender on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation, in case of a public tender.
2. If the winner has not provided the documents envisaged by the tender documentation and/or the draft agreement to the public partner by the day established by the tender documentation for signing of the agreement, the public partner shall have the right to take a decision to reject concluding the agreement with such person.
3. After the day of signing of the report on the results of the tender by members of the tender commission the public partner shall hold negotiations in the form of a joint conference with the tender winner or other person, with which it is decided to conclude the agreement in accordance with this Federal Law, on the basis of the decision on the project implementation, to discuss the terms of the agreement and their possible change after the negotiations. Material terms of the agreement and the terms that were the criteria of the tender and/or whose contents was defined on the basis of tender offer of the person with which it is decided to conclude the agreement shall not be changed after the negotiations. The term and the procedure for holding of the negotiations shall be determined by the tender documentation. The tender documentation shall envisage terms of the agreement that shall not be changed in the course of the negotiations and/or the terms subjected to change, observing the procedure envisaged by the tender documentation. A notification of conclusion of the agreement shall be published on the official website of the public partner according to the procedure and within the terms set by the Government of the Russian Federation, a supreme executive authority of a Russian Federation constituent entity or the head of a municipal entity in the decision on the project implementation.
4. Results of the negotiations held in accordance with Part 3 of this Article shall be executed in the form of a report in two copies, one of them directed to the winner of the tender. Following the results of the negotiations, the public partner shall submit the agreement and the attached report on the negotiations to the authorised authority for coordination for compliance of the agreement with the tender documentation, including that as related to accounting of the results of assessment of the project efficiency and comparative advantage. If the authorised authority agrees on the agreement and the attached report on the results of the negotiations, it shall direct the signed agreement to the public partner within 5 days.
5. The agreement shall be concluded in writing with the winner of the tender or other person cited in Items 1-4 of Part 2 and Part 24 of Article 19 of this Federal Law, if they provide documents envisaged by the tender documentation and confirming security of fulfillment of obligations under the agreement, if such security is envisaged by the tender documentation.
6. The agreement shall enter into force from the moment of its signing, unless otherwise envisaged by it.

Chapter 6. Providing a Land Plot, a Forestry Area, a Water Body or a Subsoil Area to the Private Partner and their Use

Article 33. Providing a Land Plot, a Forestry Area, a Water Body, a Part of a Water Body or a Subsoil Area to the Private Partner and their Use

1. A land plot where the object of the agreement is located and/or that is necessary for carrying out of the activities envisaged by the agreement, a forestry area (construction of hydraulic structures and specialised ports, electric power transmission lines, communication lines, roads and other linear facilities, health and fitness, sports and sports and technique facilities), a water body or a part of a water body (construction of berthing facilities, ship lifting and ship repairing facilities, stationary and/or floating platforms and artificial islands, hydraulic structures, bridges, underwater and underground passages, underwater communication lines, other linear communication and utilities facilities, carrying out of dredging, blasting, drilling and other works related to water bodies bottom and coast reshaping) or a subsoil area (construction and operation of underground structures not related to natural minerals extraction) necessary for carrying out of the activities envisaged by the agreement, shall be leased to the private partner in compliance with the land, forestry, water or subsoil legislation of the Russian Federation without holding tenders for the term established in the agreement in compliance with the land, forestry, water or subsoil legislation of the Russian Federation and shall not exceed the term of validity of such agreement.

2. Agreement on lease of a land plot shall be concluded with the private partner not later than 15 days after the day of signing of the agreement, if such land plot is formed and other terms are not set by the tender documentation, or not later than 60 days after, if such land plot is to be formed and other terms are not set by the tender documentation. Use by the private partner of the land plot, the forestry area, the water body or the subsoil area leased to it shall comply with the land, forestry, water or subsoil legislation of the Russian Federation.

3. The land plot, the forestry area, the water body, a part of the water body or the subsoil area provided in accordance with this Article shall be in ownership of the public partner and be free of rights of third parties at the moment of their transfer to the private partner.

4. The private partner shall have no right to transfer its rights under the agreement on lease of the land plot to other persons or to sub-lease the land plot, unless otherwise envisaged by the agreement and the agreement on lease of the land plot.

5. Termination of the agreement shall be the ground for termination of the land plot, forestry area, water body or subsoil area lease agreement concluded in compliance with Parts 1 and 2 of this Article, except for the cases envisaged by Part 6 of this Article.

6. Until expiration of validity of the agreement is shall not be allowed for the private partner to purchase title to the land plot where the object of the agreement owned by it is located, through the procedure established by Article 39.20 of the Land Code of the Russian Federation.

Chapter 7. Final Provisions

Article 34. On Amending the Law of the Russian Federation On Underground Resources

In Item 5 of Part 1 of Article 20 of Law of the Russian Federation No. 2395-I of

February 21, 1992 On Underground Resources (as amended by Federal Law No. 27-FZ of March 3, 1995) (Vedomosti S'ezda Narodnykh Deputatov Rossiyskoy Federatsii i Verkhovnogo Soveta Rossiyskoy Federatsii, 1992, No. 16, Article 834; Sobranie Zakonodatelstva Rossiyskoy Federatsii, 1995, No. 10, Article 823; 1999, No. 7, Article 879; 2001, No. 33, Article 3429; 2002, No. 22, Article 2026; 2003, No. 23, Article 2174; 2004, No. 35, Article 3607; 2008, No. 18, Article 1941; No. 29, Article 3418), the words ", legislation of the Russian Federation on public-private partnership and municipal-private partnership" shall be added.

Article 35. On Amending the Federal Law On State Registration of Title to Immovable Property and Transactions therewith

In the fourth paragraph of Article 1 of Federal Law No. 122-FZ of July 21, 1997 On State Registration of Title to Immovable Property and Transactions therewith (Sobranie Zakonodatelstva Rossiyskoy Federatsii, 1997, No. 30, Article 3594; 2004, No. 27, Article 2711; No. 35, Article 3607; 2005, No. 1, Article 15; 2006, No. 23, Article 2380; No. 50, Article 5279; 2008, No. 20, Article 2251; No. 27, Article 3126; 2009, No. 52, Article 6410), the words "agreement on public-private partnership or municipal-private partnership," shall be added after the words "of the concession agreement,".

Article 36. On Amending the Federal Law On Production and Consumption Waste

In Item 6 of Article 24.9 of Federal Law No. 89-FZ of June 24, 1998 On Production and Consumption Waste (Sobranie Zakonodatelstva Rossiyskoy Federatsii, 1998, No. 26, Article 3009; 2015, No. 1, Article 11), the words "by the legislation of the Russian Federation on public-private partnership or municipal-private partnership," shall be added after the words "concession agreements,".

Article 37. On Amending the Law of the Russian Federation On Valuation Activities in the Russian Federation

In Part 3 of Article 8 of Federal Law No. 135-FZ of July 29, 1998 On Valuation Activities in the Russian Federation (Sobranie Zakonodatelstva Rossiyskoy Federatsii, 1998, No. 31, Article 3813; 2002, No. 4, Article 251; 2003, No. 9, Article 805; 2007, No. 7, Article 834; 2008, No. 27, Article 3126; 2009, No. 19, Article 2281; No. 29, Article 3582; No. 52, Article 6419; 2014, No. 26, Article 3377; No. 30, Article 4226; 2015, No. 1, Article 52; No. 10, Article 1418), the words "or under the agreement on public-private partnership or municipal-private partnership by the public partner to the private partner" shall be added after the words "concession holder".

Article 38. On Amending the Land Code of the Russian Federation

The Land Code of the Russian Federation (Sobranie Zakonodatelstva Rossiyskoy Federatsii, 2001, No. 44, Article 4147; 2014, No. 26, Article 3377; No. 30, Article 4218, 4225) shall be amended as follows:

- 1) in Subitem 23 of Item 2 of Article 39.6, the words "agreement on public-private partnership or municipal-private partnership," shall be added after the word "agreement," and the words "the concession agreement is concluded" shall be replaced with the words "such agreements are concluded";
- 2) in Subitem 8 of Item 8 of Article 39.8, the words ", agreement on public-private partnership or municipal-private partnership" shall be added after the word "agreement" and the words "concession agreement is concluded" shall be replaced with the words "such agreements are concluded".

Article 39. On Amending the Federal Law On Insolvency (Bankruptcy)

Federal Law No. 127-FZ of October 26, 2002 On Insolvency (Bankruptcy) (Sobranie Zakonodatelstva Rossiyskoy Federatsii, 2002, No. 43, Article 4190; 2004, No. 35, Article 3607; 2009, No. 1, Article 4; No. 29, Article 3632; 2011, No. 1, Article 41; No. 19, Article 2708; 2012, No. 31, Article 4333; 2013, No. 27, Article 3481; 2014, No. 11, Article 1098; 2015, No. 1, Article 35) shall be amended as follows:

1) in Item 4 of Article 110, the following paragraphs shall be added:

"In case of sale of object of the agreement on public-private partnership or municipal-private partnership, the obligatory term of the tender shall be fulfillment by the buyer of obligations of the private partner not fulfilled by it by the moment of holding of the tender, on the basis of data on obligations under the agreement on public-private partnership or municipal-private partnership actually fulfilled by the private partner by such moment. Participants of the tender for sale of object of the agreement on public-private partnership or municipal-private partnership shall meet the requirements of the legislation of the Russian Federation on public-private partnership and municipal-private partnership and the tender documentation approved for holding of tenders for the right to conclude the agreement on public-private partnership or municipal-private partnership.

If objects of the agreement on public-private partnership or municipal-private partnership were not sold using the procedure set by this Article, such objects shall be transferred to the public partner that is a party to the agreement on public-private partnership or municipal-private partnership in accordance with this Article, on condition of reimbursement of expenses of the private partner and/or the sponsor incurred in accordance with the direct agreement, the amount of which is reduced by the amount of the loss inflicted to the public partner and third parties in relation to non-fulfillment of its obligations by the private partner.";

2) the wording of the first paragraph of Item 4 of Article 132 shall be changed as follows:

"4. Socially significant facilities, cultural heritage objects (monuments of history and culture) of nations of the Russian Federation and other objects whose sale in accordance with the Russian Federation shall take the form of a trade that is a tender, as well as the objects, in respect of which agreements on public-private partnership or municipal-private partnership are concluded, shall be sold according to the procedure established by Article 110 of this Federal Law."

Article 40. On Amending the Federal Law On Electric Power Industry

Federal Law No. 35-FZ of March 26, 2003 On Electric Power Industry (Sobranie Zakonodatelstva Rossiyskoy Federatsii, 2003, No. 13, Article 1177; 2004, No. 35, Article 3607; 2005, No. 1, Article 37; 2007, No. 45, Article 5427; 2008, No. 29, Article 3418; No. 52, Article 6236; 2009, No. 48, Article 5711; 2010, No. 31, Article 4156, 4157, 4158, 4160; 2011, No. 1, Article 13; No. 30, Article 4590; No. 50, Article 7336; 2012, No. 26, Article 3446; No. 27, Article 3587; No. 53, Article 7616; 2013, No. 45, Article 5797; 2014, No. 30, Article 4218; No. 42, Article 5615; 2015, No. 1, Article 19) shall be amended as follows:

1) in paragraph 40 of Item 1 of Article 21, the words "by the legislation of the Russian Federation on public-private partnership and municipal-private partnership," shall be added after the words "concession agreements,";

2) in Item 6 of Article 23:

a) in the first paragraph, the words "by the legislation of the Russian Federation on public-private partnership and municipal-private partnership," shall be added after the

words "concession agreements,";

b) in the sixth paragraph, the words "by the legislation of the Russian Federation on public-private partnership and municipal-private partnership," shall be added after the words "concession agreements,"

Article 41. On Amending the Urban Planning Code of the Russian Federation

Article 60 of the Urban Planning Code of the Russian Federation (Sobranie Zakonodatelstva Rossiyskoy Federatsii, 2005, No. 1, Article 16; 2006, No. 1, Article 10, 21; No. 52, Article 5498; 2008, No. 30, Article 3604; 2010, No. 31, Article 4209; 2011, No. 13, Article 1688; No. 49, Article 7015; 2013, No. 30, Article 4008; 2014, No. 43, Article 5804) shall be amended as follows:

1) in Part 2, the words "agreement on public-private partnership or municipal-private partnership," shall be added after the word "agreement," the word "which" shall be replaced with the word "which", the words "by the concession holder" shall be replaced with the words "by the concession holder and the private partner", the words ", agreement on public-private partnership or municipal-private partnership" shall be added after the word "agreement" and the words "unless it proves" shall be replaced with the words "unless they prove";

2) in the first paragraph of Part 5, the words "private partner," shall be added after the words "concession holder,";

3) in Part 6, the words "private partner," shall be added after the words "by the concession holder,";

4) in Part 8, the words "the private partner," shall be added after the words "concession holder," and the words "the private partner," shall be added after the words "by concession holder,".

Article 42. On Amending the Water Code of the Russian Federation

In Part 1 of Article 10 of the Water Code of the Russian Federation (Sobranie Zakonodatelstva Rossiyskoy Federatsii, 2006, No. 23, Article 2381; 2008, No. 29, Article 3418), the words "and the legislation of the Russian Federation on public-private partnership and municipal-private partnership" shall be added.

Article 43. On Amending the Federal Law On Protection of Competition

In Part 2 of Article 17.1 of Federal Law No. 135-FZ of July 26, 2006 On Protection of Competition (Sobranie Zakonodatelstva Rossiyskoy Federatsii, 2006, No. 31, Article 3434; 2008, No. 27, Article 3126; No. 45, Article 5141; 2009, No. 29, Article 3610; 2010, No. 15, Article 1736; No. 19, Article 2291; 2011, No. 10, Article 1281; No. 29, Article 4291; No. 50, Article 7343; 2013, No. 27, Article 3477; No. 52, Article 6961), the words ", legislation of the Russian Federation on public-private partnership and municipal-private partnership" shall be added.

Article 44. On Amending the Forestry Code of the Russian Federation

In Article 9 of the Forestry Code of the Russian Federation (Sobranie Zakonodatelstva Rossiyskoy Federatsii, 2006, No. 50, Article 5278; 2008, No. 30, Article 3599; 2014, No. 26, Article 3377), the words ", legislation of the Russian Federation on public-private partnership and municipal-private partnership" shall be added after the words "concession agreements".

Article 45. On Amending the Federal Law On Motor Roads and Road Activities in the Russian Federation and on Amending Certain Legislative Acts of the Russian

Federation

Federal Law No. 257-FZ of November 8, 2007 On Motor Roads and Road Activities in the Russian Federation and Amending Certain Legislative Acts of the Russian Federation (Sobranie Zakonodatelstva Rossiyskoy Federatsii, 2007, No. 46, Article 5553; 2009, No. 29, Article 3582; 2011, No. 7, Article 901; 2013, No. 52, Article 7003) shall be amended as follows:

1) in Part 2 of Article 36, the following Item 5 shall be added:

"5) by the public partner, if the agreement on public-private partnership or municipal-private partnership is concluded in respect of the private motor road.";

2) in Article 38:

a) in the heading, the words ", agreements on public-private partnership or municipal-private partnership" shall be added;

b) in Part 1, the words ", as well as agreements on public-private partnership or municipal-private partnership in compliance with this Federal Law and the legislation of the Russian Federation on public-private partnership and municipal-private partnership" shall be added;

c) in Part 2:

in the first paragraph, the words "or the agreement on public-private partnership or municipal-private partnership" shall be added after the words "Concession agreement", the words ", legislation of the Russian Federation on public-private partnership and municipal-private partnership" shall be added after the words "concession agreements" and the words "it shall contain" shall be replaced with the words "they shall contain";

in Item 2, the words ", private partner" shall be added after the words "concession holder";

in Item 3, the words ", private partner" shall be added after the words "concession holder" and the words ", agreement on public-private partnership or municipal-private partnership" shall be added after the word "agreement";

in Item 4, the words ", public partner" shall be added after the words "concession grantor" and the words ", agreement on public-private partnership or municipal-private partnership" shall be added;

d) in Part 2.1, the words ", agreement on public-private partnership or municipal-private partnership" shall be added after the words "Condition of the concession agreement", the words ", agreement on public-private partnership or municipal-private partnership" shall be added after the words "validity of the concession agreement" and the words ", agreement on public-private partnership or municipal-private partnership" shall be added;

e) in Part 2.2:

in the first paragraph, the words ", agreement on public-private partnership or municipal-private partnership" shall be added after the words "condition of the cession agreement" and the words ", agreement on public-private partnership or municipal-private partnership" shall be added after the words "parties to the concession agreement";

in Item 1, the words ", public partner" shall be added after the words "concession grantor";

in Item 2, the words ", public partner" shall be added after the words "concession grantor";

in Item 3, the words ", public partner" shall be added after the words "concession grantor";

f) in Part 3:

in the first paragraph, the words ", agreement on public-private partnership or

municipal-private partnership" shall be added after the word "agreements", the words ", legislation of the Russian Federation on public-private partnership and municipal-private partnership" shall be added after the word "agreements" and the words "it can" shall be replaced with the words "they can";

in Item 1, the words ", public partner" shall be added after the words "concession grantor";

in Item 3, the words ", private partner" shall be added after the words "concession grantor";

in Item 5, the words ", public partner" shall be added after the words "concession grantor", the words "the public partner" shall be added after the words "to the concession grantor" and the words ", agreement on public-private partnership or municipal-private partnership" shall be added after the word "agreement";

in Item 6, the words "the public partner" shall be added after the words "by the concession holder";

in Item 7, the words ", public partner" shall be added after the words "concession grantor", and the words ", private partner" shall be added after the words "concession holder";

in Item 8, the words ", private partner" shall be added after the words "concession holder" and the words ", public partner" shall be added;

in Item 9, the words ", agreement on public-private partnership or municipal-private partnership" shall be added after the word "agreement", the words ", public partner" shall be added after the words "concession grantor" and the words ", private partner" shall be added after the words "concession holder";

in Item 10, the words ", agreement on public-private partnership or municipal-private partnership" shall be added;

in Item 11, the words ", agreement on public-private partnership or municipal-private partnership" shall be added;

in Item 13, the words ", legislation of the Russian Federation on public-private partnership and municipal-private partnership" shall be added after the word "agreements";

g) in Part 4, the words ", public partner" shall be added after the words "Concession grantor";

3) in Article 40:

a) in Part 1, the words "concession agreement with the concession holder" shall be replaced with the words "concession agreement, agreement on public-private partnership or municipal-private partnership with the concession holder or private partner, respectively";

b) in Part 2, the words ", private partner" shall be added after the words "concession holder" and the words ", private partner" shall be added after the words "concession holder";

c) in the first paragraph of Part 3, the words "of the concession agreement the concession holder shall be obliged" shall be replaced with the words "of the concession agreement, agreement on public-private partnership or municipal-private partnership, the concession holder or the private partner, respectively, shall be obliged";

d) in Part 5, the words "of the concession agreement the concession holder shall establish" shall be replaced with the words "of the concession agreement, agreement on public-private partnership or municipal-private partnership, the concession holder or the private partner, respectively, shall establish";

4) in Article 41:

a) in Item 4 of Part 1, the words "or by the public partner, if agreement on public-private

partnership or municipal-private partnership is concluded in respect of the toll motor road or a toll part of a motor road, and such toll motor road or a toll part of the motor road is owned by the private partner" shall be added;

b) the following Part 3.1 shall be added:

"3.1. In case of use of a toll motor road or a motor road having toll sections, owned by the private partner, on the basis of an agreement on public-private partnership or municipal-private partnership, decision of the public partner on granting travel privileges or the right of free travel of transport vehicles on the toll motor road or toll parts of the motor road shall be coordinated with the private partner, unless otherwise envisaged by the agreement.";

c) in Part 5, the words "or on the basis of the agreement on public-private partnership or municipal-private partnership, the private partner" shall be added after the words "concession holder", the words "or the agreement on public-private partnership or municipal-private partnership" shall be added after the word "agreement", and the words ", agreement on public-private partnership or municipal-private partnership" shall be added after the word "agreement";

5) in Article 42:

a) in Part 1, the words ", agreement on public-private partnership or municipal-private partnership" shall be added after the word "agreement" and the words ", agreement on public-private partnership or municipal-private partnership" shall be added;

b) in Part 3, the words "or by the private partner on the basis of the agreement on public-private partnership or municipal-private partnership" shall be added after the words "concession holder".

GARANT:

Article 46 shall enter into force from the day of official publishing of this Federal Law

Article 46. On Amending the Federal Law on Additional Measures for Supporting the Financial System of the Russian Federation

Federal Law No. 173-FZ of October 13, 2008 on Additional Measures for Supporting the Financial System of the Russian Federation (Sobranie Zakonodatelstva Rossiyskoy Federatsii, 2008, No. 42, Article 4698; 2009, No. 29, Article 3605; 2010, No. 31, Article 4175; 2014, No. 30, Article 4276) shall be amended as follows:

1) in Article 4:

a) in Part 1:

the wording of Item 1 shall be changed as follows:

"1) at the rate of 6.25 percent per annum until December 31, 2019, inclusively, with the possibility of extension of the term of placement on the basis of a decision of the Government of the Russian Federation until December 31, 2022, inclusively, with application of the rate cited in Part 1.1 of this Article starting from January 1, 2020 - for carrying out of operations cited in Part 1 of Article 6 of this Federal Law by the Vnesheconombank;"

the wording of Item 2 shall be changed as follows:

"2) at the rate of 7.25 percent per annum until December 31, 2020, inclusively, with the possibility of extension of the term of placement on the basis of a decision of the Government of the Russian Federation until December 31, 2023, inclusively, with application of the rate cited in Part 1.2 of this Article starting from January 1, 2020 - for carrying out of operations cited in Parts 1 and 1.1 of Article 6.1 of this Federal Law by the Vnesheconombank.";

b) the following Part 1.1 shall be added:

"1.1. In case of taking by the Government of the Russian Federation of a decision to

extend the term of placement of funds of the National Welfare Fund in the Vnesheconombank into deposits in accordance with Item 1 of Part 1 of this Article for determining of the rate on the said deposits applicable from January 1, 2020, the rate shall be used equal to the consumer price index for goods and services in the Russian Federation calculated by the federal executive authority executing functions of working out of state policy and legal regulation in the sphere of official statistical accounting, forming of official statistical information on social, economic, demographic, ecological and other public processes in the Russian Federation, over the last calendar year preceding the period of accrual of the interest income, for which the said executive authority performed the official publication, but not less than 6.25 percent per annum.";

c) the following Part 1.2 shall be added:

"1.2. In case of taking by the Government of the Russian Federation of a decision to extend the term of placement of funds of the National Welfare Fund in the Vnesheconombank into deposits in accordance with Item 2 of Part 1 of this Article for determining of the rate on the said deposits applicable from January 1, 2021, the rate shall be used equal to the consumer price index for goods and services in the Russian Federation calculated by the federal executive authority executing functions of working out of state policy and legal regulation in the sphere of official statistical accounting, forming of official statistical information on social, economic, demographic, ecological and other public processes in the Russian Federation, over the last calendar year preceding the period of accrual of the interest income, for which the said executive authority performed the official publication, increased by 1 percentage point, but not less than 7.25 percent per annum.";

d) the following Part 1.3 shall be added:

"1.3. The rate cited in Parts 1.1 and 1.2 of this Article shall not exceed the maximum interest rate on subordinated loans (deposits, borrowings or bonded loans) established by the Central Bank of the Russian Federation in roubles, decreased by 0.25 percentage points.";

2) in Part 1 of Article 6, the following Item 3 shall be added:

"3) In case of taking by the Government of the Russian Federation of a decision to extend the term of placement of funds of the National Welfare Fund in the Vnesheconombank into deposits in accordance with Article 4 of this Federal Law shall have the right to extend the term of granting of unsecured subordinated loans (borrowings) to the Russian credit institutions that were granted subordinated loans (borrowings) in compliance with Item 2 of this Part to December 31, 2022, inclusively. In case of extension of the term of granting of such subordinated loans (borrowings), the rate on them shall be used equal to the consumer price index for goods and services in the Russian Federation calculated by the federal executive authority executing functions of working out of state policy and legal regulation in the sphere of official statistical accounting, forming of official statistical information on social, economic, demographic, ecological and other public processes in the Russian Federation, over the last calendar year preceding the period of accrual of the interest income, for which the said executive authority performed the official publication, increased by 1.25 percentage points, but not less than 6.25 percent per annum, starting from January 1, 2020. The rate shall not exceed the maximum interest rate on subordinated loans (deposits, borrowings or bonded loans) in roubles set by the Bank of Russia.";

3) the following Part 1.1 shall be added to Article 6.1:

"1.1. To establish that the Vnesheconombank shall, in case of taking by the Government of the Russian Federation of a decision to extend the term of placement of

funds of the National Welfare Fund in the Vnesheconombank into deposits in accordance with Article 4 of this Federal Law, have the right to extend the term of granting of unsecured subordinated loans (borrowings) to the Russian credit institutions that were granted subordinated loans (borrowings) in compliance with Item 1 of this Article to December 31, 2023. In case of extension of the term of granting of such subordinated loans (borrowings), the rate on them shall be used equal to the consumer price index for goods and services in the Russian Federation calculated by the federal executive authority executing functions of working out of state policy and legal regulation in the sphere of official statistical accounting, forming of official statistical information on social, economic, demographic, ecological and other public processes in the Russian Federation, over the last calendar year preceding the period of accrual of the interest income, for which the said executive authority performed the official publication, increased by 1.25 percentage points, but not less than 7.25 percent per annum, starting from January 1, 2021. The rate shall not exceed the maximum interest rate on subordinated loans (deposits, borrowings or bonded loans) in roubles set by the Bank of Russia."

Article 47. Final Provisions

1. Regulatory legal acts of Russian Federation constituent entities, municipal legal acts in the sphere of public-private partnership and municipal-private partnership shall be brought in line with the provisions of this Federal Law by July 1, 2016. From July 1, 2016 the said regulatory legal acts of Russian Federation constituent entities and municipal legal acts shall be applied in the part not contradicting the provisions of this Federal Law.

2. Before the day of entering into force of this Federal Law, provisions of the said regulatory legal acts of the Russian Federation constituent entities and municipal legal acts shall be applied to the agreements concluded in compliance with regulatory legal acts of Russian Federation constituent entities and municipal legal acts in the sphere of public-private partnership and municipal-private partnership. Such agreements shall be valid until expiration of their validity on terms, on which they were concluded.

3. If the terms cited in Part 2 of this Article (including terms of validity) of the agreements are changed as a result of amending of regulatory legal acts of Russian Federation constituent entities and municipal legal acts in the sphere of public-private partnership or municipal-private partnership in compliance with Part 1 of this Article, provisions of this Federal Law shall be applied.

Article 48. Entering into Force of This Federal Law

1. This Federal Law shall enter into force on January 1, 2016, except for Article 46 of this Federal Law.

2. Article 46 of this Federal Law shall enter into force on the day of official publishing of this Federal Law.

President of the Russian Federation

V. Putin

The Kremlin, Moscow

July 13, 2015

No. 224-FZ