

IP in business transactions: Russian Federation overview

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A guide to intellectual property law in the Russian Federation. The IP in business transactions Q&A gives an overview of maintaining an IP portfolio, exploiting an IP portfolio through assignment and licensing, taking security over IPRs, IP and M&A transactions, and the impact of IP on key areas such as competition law, employees and tax.

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Overview of main IPRs

1. Give a brief overview of the main IPRs in your jurisdiction and how they are protected.

The following main IPRs are protected in Russia:

- Patents (including for inventions and utility models).
- Trade marks (including service marks).
- Copyright (including computer programs and databases) and related rights.
- Design rights (that is, industrial designs).
- Know-how (that is, trade secrets or confidential information).
- Mask works (including layout-designs).
- Achievements of selection (including plant varieties and animal breeds).

Patents

Patents can protect inventions and utility models. To be protected, they must be granted and registered in Russia.

Patents for inventions. To be patentable, the subject matter of an invention must be a technical solution in any area of technology related to either of the following:

- A product (including a device, substance, micro-organism strain or culture of cells of plants or animals).
- A method (a process of conducting actions on a material object with the assistance of material means), including the application of a product or method for a certain purpose.

To be patented, an invention must meet the patentability requirements of novelty, inventive step, and industrial application.

The term of patent protection for inventions is 20 years from the filing date. However, patents for pharmaceuticals, pesticides and agrochemicals can be extended for another five years.

Patents for inventions can be obtained by filing an application with the Federal Service for Intellectual Property (Rospatent), or through an Eurasian/regional filing (including under the Patent Cooperation Treaty (PCT)).

Patents for utility models. A utility model is protected if it represents a technical solution related to a device. The utility model must be new and industrially applicable. The term of protection for utility models is ten years from the filing date and this period cannot be extended.

Patent applications for utility models (national and under PCT) must be filed with Rospatent.

Utility models

See above, [Patents](#).

Trade marks

To be protected in Russia, a trade mark must be filed with Rospatent. However, as Russia is a signatory to the WIPO Madrid Agreement Concerning the International Registration of Marks 1891 (Madrid Agreement) and the Protocol Relating to that Agreement 2004 (Madrid Protocol), international trade mark registrations can also be protected in Russia. An unregistered mark, or mark-in-use, is not protected, unless it has obtained "well-known" status through registration with Rospatent.

Any words, pictures, three-dimensional configurations and other marks may be registered as trade marks. The registration of non-traditional trade marks, such as sounds, colours and smells, is not prohibited by the law. To be registered, a mark must be new and distinctive (inherent or acquired distinctiveness).

It is not necessary to use the mark before applying for registration, and proof of use is not required when the trade mark application is filed. The owner must start using the trade mark within three years of its registration. If the mark is not used during the three-year term, any interested person can apply for cancellation of the trade mark protection on the grounds of non-use.

The national trade mark registration process takes approximately one year, and the registration process includes a formal and substantive examination.

Once registered, a trade mark is valid for ten years. Trade mark registrations can be renewed indefinitely for additional ten-year periods.

Copyright

Copyright subsists in scientific, literary and artistic works fixed in any tangible medium of expression, regardless of benefit, purpose and method of expression. A work of authorship can be protected by copyright if it satisfies two fundamental requirements:

- Creativity (that is, it must be made as a result of the author's creative activity).
- Fixation (that is, it must be embodied in any material form).

The following examples of works of authorship can obtain copyright protection:

- Literary works.
- Dramatic works.
- Musical works.
- Choreographic works and pantomimes.
- Audiovisual works.
- Sculptural, graphic and design works.
- Architectural works.
- Pictorial works.
- Computer programs (software).

Copyright law also protects compilations (for example, databases) and derivative works (for example, translations).

Essentially, copyright vests in a work of authorship from the moment it is created. There is no need to register or comply with any other formalities to acquire, use, exercise, transact, protect or enforce the copyrighted work. Optional registration with Rospatent is available for software and databases at any time during the term of the copyright protection.

Copyright law generally protects moral rights and exclusive rights. Moral rights belong to the author of a work and cannot be assigned or licensed. Moral rights and exclusive rights cannot be pledged or secured, and the waiver of such rights will be null and void.

The following moral rights remain with the author and are protected perpetually:

- Right of attribution.
- Right of integrity.
- Right of publication.

The author of the work, or another copyright owner, has the exclusive right to do and to authorise any of the following actions in relation to the work (original or copies):

- Reproduce (by writing, drawing, audio, video recording or any other means).
- Distribute (by sale or other transfer of ownership).
- Publicly display (by demonstrating directly or by way of technical means).
- Import (for the purposes of distribution).
- Rent (applies to software under certain limitations).
- Publicly perform (by showing live or by way of technical means).

- Broadcast (transmitting by radio, television or cable, including by way of retransmission).
- Translate or otherwise adapt (prepare a derivative work).

The exclusive rights to any copyrighted work can be assigned, licensed, pledged or secured.

The general term of copyright protection is the life of the author plus 70 years following their death.

Design rights

Design rights extend to solutions related to the outer appearance of articles. Designs are patentable in Russia if they are new and original.

The essential features of a design must define the aesthetic characteristics of an article, including its form, configuration, ornaments, combination of colours, lines, outlines, textures and patterns of materials. The technical functions of an article are not protected by design rights.

The initial term of protection for designs is five years from the filing date. The term of design protection can be extended several times for another five years. However, the maximum term of design protection must not exceed 25 years.

Patent applications for designs must be filed with Rospatent.

Trade secrets and confidential information

Trade secrets and confidential information can be protected as know-how. Know-how must not be registered. However, the owner of confidential information must undertake certain reasonable measures to maintain the confidentiality of the relevant information. If such measures are not implemented, the confidential information will not be protected. The know-how must have an actual or potential value for it to be legitimately protected from third parties.

One of the legal ways to acquire know-how protection is to implement the "trade secrets regime" under the Federal Law of the Russian Federation No. 98-FZ "On Trade Secrets" dated 29 July 2004. The owner must properly identify the confidential information, limit access to the confidential information (by establishing the appropriate procedure for dealings with the same), affix the notice "trade secret" to the medium where the confidential information is stored (along with the owner's details), and follow the other steps required by the law (for example, define the procedure for dealings with the confidential information).

If one or more of these steps are ignored or omitted by the owner of the confidential information, the "trade secrets regime" will not apply and the information will not be protected as know-how. However, the "trade secrets regime" is not the only option for know-how subsistence and protection, as the owner of confidential information may take certain other (reasonable) measures to preserve secrecy.

Know-how is protected for as long as it is kept secret by its holder. If confidentiality is lost, the exclusive right to know-how will lapse immediately.

Mask works

Mask works cover integrated circuits' layouts. To be protected, a mask work must be creative/original and innovative.

Registration of a layout-design is not required, although optional registration with Rospatent can be carried out at any time during the term of protection.

The term of mask works protection is ten years from the earliest of:

- The date of first use of the layout-design (that is, the documented date of its introduction into commerce).
- The date of registration of the layout-design with Rospatent.

Achievements of selection

Achievements of selection include plant varieties and animal breeds. To be protected, a plant variety or animal breed must be new, distinctive, uniform and stable.

Plant varieties and animal breeds must relate to botanical and zoological types of objects as defined by the Russian Ministry of Agriculture. The exclusive rights to achievements of selection are attested by the special patents issued by the Russian Ministry of Agriculture.

The general term of protection of achievements of selection is 30 years from the registration date. However, the term of protection is 35 years for plant varieties such as grapes, decorative trees, fruit cultures and forest varieties.

For further information about the main IPRs, *see Patents, trade marks, copyright and designs in the Russian Federation*.

Maintaining IPRs

Search and information facilities

2. What facilities are available to conduct IP searches and obtain IP information on registered IP rights?

General

The online databases of Rospatent are publicly available to conduct IP searches and to obtain any related information on registered IP rights and published applications. The online databases of the Eurasian Patent Organisation (EAPO) are also publicly available to conduct patent searches and obtain relevant information on Eurasian patents and Eurasian published applications.

Information on Russian registered trade marks is available in the TMview online database system of the Office for Harmonization in the Internal Market (OHIM) (www.tmdn.org/network), while information on Russian registered designs is available in the "DesignView" online database system of OHIM (<https://oami.europa.eu/eSearch>). Information on international trade marks registered in Russia is also available in the Madrid Monitor online database of the World Intellectual Property Organization (WIPO) (www.wipo.int/madrid/monitor).

Various fee-based search tools are also available.

Possible IP infringements are usually monitored by the IP owners or their representatives, such as detective agents or law enforcement bodies (customs authorities). There is no centralised system or official search engine that detects IP infringements on the market; however, there are private companies and investigators offering these services.

Patents

See above, [General](#).

Utility models

See above, [General](#).

Trade marks

See above, [General](#). Possible trade mark infringements are usually monitored by the trade mark owners or their representatives, such as detective agents or law enforcement bodies (customs authorities), provided that the registered trade mark is recorded in the special Customs IP Register of the Federal Customs Service (FCS) of Russia. There is no centralised system or official search engine that detects trade mark infringements on the market; however, there are private companies and investigators offering these services.

Copyright

There are no official registers for copyright. Software and databases, if registered, can be searched for in Rospatent online databases. Possible copyright infringements are usually monitored by copyright owners or their representatives, such as detective agents or law enforcement bodies (customs authorities), provided that the copyrighted work is recorded in the special Customs IP Register of the FCS of Russia. There is no centralised system or official search engine that detects copyright infringements on the market; however, there are private companies and investigators offering these services.

Design rights

See above, [General](#).

Trade secrets and confidential information

Trade secrets and confidential information are not subject to registration. Possible infringements of trade secrets and confidential information are usually monitored by the owners or their representatives, such as detective agents.

Mask works

Mask works, if registered, can be searched for in Rospatent online databases. Possible infringements of mask works are usually monitored by the owners or their representatives, such as detective agents.

Achievements of selection

Achievements of selection can be searched in the online databases of the State Commission of the Russian Federation on the Examination and Protection of Achievements of Selection. Possible infringements of achievements of selection are usually monitored by the owners or their representatives, such as detective agents.

Maintenance of main IPRs

3. What steps must a business take to maintain the registration, if applicable, and legally protectable status of its main IPRs?

To maintain the registration and legally protectable status of its main IPRs, a business must apply to Rospatent and pay maintenance fees (annuities) and/or renewal fees.

Patents

The maintenance fees for invention patents accrue from the end of the second anniversary of the filing date and are payable on grant. The application for extension of the patent term for pharmaceuticals, pesticides and agrochemicals must be filed no later than six months from the date of grant of the first authorisation or the date on which the patent was granted (whichever is later).

An owner who fails to pay the maintenance fees has six months to make the payment and will incur an additional charge.

Utility models

The maintenance fees (patent annuities) for utility model patents are payable from the first year of registration. The term of protection of utility model patents cannot be extended.

An owner who fails to pay the maintenance fees has six months to make the payment and will incur an additional charge.

Trade marks

Trade marks can be renewed every ten years for an unlimited number of times. Renewal applications must be filed during the last year of each ten-year period of trade mark protection. However, for an additional charge they can be renewed within six months following the expiration of the trade mark.

Copyright

There is no need to maintain copyright protection as it is generally non-extendable.

Design rights

The maintenance fees (patent annuities) for design rights accrue from the end of the second anniversary of the filing date and are payable on grant. Renewal applications must be filed during the last year of each five-year period of the term of design protection. An owner who fails to pay the maintenance fees has six months to make the payment and will incur an additional charge.

Trade secrets and confidential information

Trade secrets and confidential information are not subject to registration. Trade secrets are protected for as long as the confidential information is kept secret by its holder.

Mask works

The term of protection of mask works is ten years and cannot be extended.

Achievements of selection

Patents for achievements of selection are valid for 30 years (35 years for certain achievements of selection). Maintenance fees (patent annuities) are payable from the first year after registration of a plant variety or animal breed.

Monitoring infringement

4. What steps can a business take to avoid infringing another party's IPRs and to monitor whether another party is infringing its IPRs?

To avoid infringing another party's IPRs, a business should consider taking the following steps:

- Conduct IP searches on the relevant registries and in the market.
- Register relevant IPRs or take other protection measures to ensure that a third party does not register the rights first.
- Request freedom-to-operate and infringement legal opinions from experts (such as lawyers and patent, design or trade mark attorneys) to ensure that a particular action will not infringe the valid IPRs of other businesses.

- Approach the relevant IP owners and negotiate possible ways of avoiding IP infringement by taking certain commercial measures (such as assignment, licence and consent to use).
- Defend legitimate interests in court and with law enforcement bodies to challenge IP infringement.

To monitor whether another party is infringing their IPRs, a business should consider taking the following steps:

- Monitor the market through the agency of official representatives, detective agents and licensees, distributors, or dealers.
- Request infringement legal opinions from experts (such as lawyers and patent, design or trade mark attorneys) to identify whether an infringement is occurring or has occurred.
- Send the alleged infringer cease and desist letters or take-down notices, and negotiate possible ways to stop the infringement out of court.
- Issue a claim against the alleged infringer in court and take other legal actions (such as administrative proceedings before law enforcement bodies) to stop the infringement, seize and destruct counterfeits, and claim damages or monetary compensation.

Exploiting IPRs

5. What are the main steps in conducting an IP audit in your jurisdiction to determine the content of an IP portfolio?

IP audit

The main steps in conducting an IP audit to determine the content and quality of an IP portfolio are:

- Obtaining IP-related information and documentation from the IP owner or target.
- Conducting IP searches and necessary investigations of the registers, public records, the market and the internet.
- Verifying the validity of the IP portfolio.
- Confirming IP ownership.
- Reviewing IP agreements, employment contracts, and encumbrances.
- Reviewing IP-related dispute resolution and litigation files as well as the status of existing dispute resolution claims.

Patents

See above, *IP audit*. In addition, any disclosure statements and publications describing the invention or utility model must be requested and audited. Patent prosecution files must also be reviewed. Further, the compensation paid to employees for the inventions created and used in the course of employment relations must be audited.

Utility models

See above, *Patents*.

Trade marks

See above, *IP audit*. In addition, any actual and documentary confirmation of trade mark use in connection with all covered goods and services must be requested and audited. Trade mark prosecution files must also be requested and reviewed.

Copyright

See above, *IP audit*. In addition, any copyright registrations, deposit certificates and copyright prosecution materials must be requested and audited. Further, the compensation paid to employees for works created and used in the course of employment relations must be audited.

Design rights

See above, *IP audit*. In addition, any design disclosure statements and publications related to designs must be requested and audited. Design prosecution files must also be reviewed. Further, the compensation paid to employees for designs created and used in the course of employment relations must be audited.

Trade secrets and confidential information

See above, *IP audit*. In addition, any documents relating to the implementation of the "trade secrets regime", or materials confirming the introduction of other reasonable measures to preserve confidentiality, must be requested and audited.

Mask works

See above, *IP audit*. In addition, any mask works registration certificates and prosecution materials must be requested and audited. Further, the compensation paid to employees for layout-designs created and used in the course of employment relations must be audited. Documentary evidence of the date of first use of the mask work must be confirmed.

Achievements of selection

See above, *IP audit*. In addition, any evidence describing the date of first sale or transfer of achievements of selection must be requested and audited. Relevant prosecution files must also be reviewed. Further, the compensation paid to employees for achievements of selection created and used in the course of employment relations must be audited. Evidence of market use for achievements of selection and any relevant records must be confirmed.

Assignment

Scope of assignment

6. On what basis can the main IPRs be assigned?

Assignments of IPRs can be made in whole or in part (for trade marks and copyright), with or without goodwill (for trade marks), and with jurisdictional restrictions (for international trade mark registrations and copyright).

Under Russian Law, assignments of IPRs are deemed to be entire transfers or sales of the exclusive rights. Therefore, IP assignment agreements do not generally contain any restrictions or limitations on the assignment of the contracted subject matters.

The assignment of future rights is permitted. The earliest effective date of assignment of future rights is the date of creation/registration of the protected IP.

A trade mark assignment may not be possible if:

- The assignor wants to retain other confusingly similar trade mark registrations, designs and/or company names.
- The assignor wants to partially keep the trade mark registration in connection with certain other goods or services similar to the assigned ones.
- There are other grounds for misrepresentation or risks of confusion.

Moral rights cannot be assigned and/or waived.

Formalities for assignment

7. What formalities are required to assign each of the main IPRs?

An assignment must be made in writing and signed by both parties. The notarisation and legalisation of the deed of assignment is not required. However, registration with RosPatent is mandatory for assignments of:

- Patents (including for inventions, utility models and designs).
- Trade marks and service marks (including under national and international registrations).
- Software and databases (if they are registered with Rospatent).
- Mask works (if they are registered with Rospatent).
- Achievements of selection (including for plant varieties and animal breeds).

Patents

The registration of a patent assignment under a deed of assignment is required. Failure to register the patent assignment will result in the transfer of patent rights being invalid against third parties.

Utility models

The registration of a utility model patent assignment under a deed of assignment is required. Failure to register the utility model patent assignment will result in the transfer of patent rights being invalid against third parties.

Trade marks

The registration of a trade mark assignment under a deed of assignment is required. Failure to register the trade mark assignment will result in the transfer of trade mark rights being invalid against third parties.

Copyright

The registration of a copyright assignment under a deed of assignment is not required. However, the assignment must be made in writing.

The registration of a copyright assignment relating to software or database is only required if the relevant software or database is registered with Rospatent. Failure to register the copyright assignment of the registered software or database will result in the transfer being invalid against third parties.

Design rights

The registration of a design assignment under a deed of assignment is required. Failure to register the design assignment will result in the transfer of design rights being invalid against third parties.

Trade secrets and confidential information

The registration of an assignment of trade secrets and confidential information under a deed of assignment is not required. However, the assignment must be made in writing.

Mask works

The registration of an assignment of mask works under a deed of assignment is only required if the relevant mask work is registered with Rospatent. Failure to register the assignment of the registered mask work will result in the transfer of mask work rights being invalid against third parties.

Achievements of selection

The registration of an assignment of an achievement of selection under a deed of assignment is required. Failure to register the assignment of the achievement of selection will result in the transfer of rights vested in the achievement of selection being invalid against third parties.

Main terms for assignments

8. What main terms should be included in an assignment of IPRs?

The main terms that should be included in an assignment of IPRs are as follows:

- Details of the parties to the contract (that is, company names and addresses of the assignor and assignee, as well as their authorised officers).
- Subject matter of the assignment agreement (that is, the IP registration numbers and a description of the IPRs, as applicable).
- Full scope of the assignment (that is, confirmation that the IPRs are being transferred in their entirety).
- Goods and services subject to the assignment (for trade mark assignments only).
- Compensation clause (for assignments between commercial organisations or companies).

Licensing

Scope of licensing

9. On what basis can the main IPRs be licensed?

Licensing

IPRs can be licensed in whole or in part (under certain circumstances), with or without goodwill (in the case of trade marks), and with jurisdictional restrictions (the default territory is the whole of Russia).

IPR licences must also provide for the term (the default term is five years).

Licensing of IPRs can be done on a sole, exclusive or non-exclusive basis.

Other limitations and provisions can be provided for in the licence agreement.

Patents

See above, [Licensing](#).

Utility models

See above, [Licensing](#).

Trade marks

See above, [Licensing](#).

Trade marks can be licensed with or without goodwill. A trade mark can be licensed either in connection with all goods or services covered by the trade mark registrations, or in connection with specific goods or services. Goods and services that are not indicated in the trade mark registration cannot be licensed.

Copyright

See above, [Licensing](#). Moral rights cannot be licensed and/or waived.

Design rights

See above, [Licensing](#).

Mask works

See above, [Licensing](#).

Achievements of selection

See above, [Licensing](#).

Formalities for licensing

10. What are the formalities to license each of the main IPRs?

Licence agreement

A licence agreement must be made in writing and signed by both parties. The notarisation and legalisation of the licence agreement is not required. However, registration with Rospatent is mandatory for licences of:

- Patents (including for inventions, utility models and designs).
- Trade marks and service marks (including under national and international registrations).
- Mask works (if they are registered with Rospatent).
- Achievements of selection (including for plant varieties and animal breeds).

Patents

See above, *Licence agreement*. The registration of a patent licence under a licence agreement is required. Failure to register the patent licence will result in the licence being invalid against third parties.

Utility models

The registration of a utility model patent licence under a licence agreement is required. Failure to register the utility model patent licence will result in the licence being invalid against third parties.

Trade marks

The registration of a trade mark licence under a licence agreement is required. Failure to register the trade mark licence will result in the licence being invalid against third parties.

Copyright

The registration of a copyright licence, including over a registered software or database, is not required. However, the copyright licence must be made in writing.

Design rights

See above, *Licence agreement*.

Trade secrets and confidential information

The registration of licences of trade secrets and confidential information is not required. However, they must be made in writing.

Mask works

The registration of a licence of a mask work under a licence agreement is only required if the mask work has been registered with Rospatent. Failure to register the licence of the registered mask work will result in the licence being invalid against third parties.

Achievements of selection

See above, [Patents](#).

Main terms for licences

11. What main terms should be included in an IP licence?

The main terms that should be included in an IP licence are as follows:

- Details of the parties to the licence (that is, company names and addresses of the licensor and licensee as well as their authorised officers).
- Subject matter of the licence (that is, the IP registration numbers and a description of the IPRs, as applicable).
- Details of the licensed goods or services subject to the trade mark registration (for trade mark licences).
- Type of licence (that is, sole, exclusive or non-exclusive).
- Licensed rights (that is, the permitted use of the IPRs).
- Compensation clause (for licence agreements between commercial organisations or companies).
- Licensed territory (the default territory is the whole of Russia).
- Term of the licence (the default term is five years).
- Sublicensing (that is, whether sublicensing is permitted or requires consent of the licensor).
- Termination for convenience (that is, whether the licensor and licensee can unilaterally terminate the licence).

Taking security

12. Can security be taken over IPRs?

Security interests over IPRs are usually taken in the form of a pledge or a fixed charge. Trade mark, design, copyright and software security interests are currently the most common pledges or charges in Russia.

However, certain IPRs cannot be secured under the law, or can only be pledged or charged subject to certain limitations or restrictions. As a result, they may not be enforceable. For example, it is not possible to pledge company names and trade names as separate IP subject matters. Further, a charge over exclusive rights to a copyrighted work (owned by the author of the work) will only be valid if the author is a party to the security agreement and such an agreement clearly defines the copyrighted work subject to the collateral.

The valuation of security over IPRs and the enforcement of security interests may be problematic for the following reasons:

- In most cases, it is difficult for parties to properly evaluate secured IPR assets at the start of their business transactions.
- The enforcement of IPR security interests can be very difficult, if not impossible, to the extent that some IPR collateral (such as patents for inventions or utility models) will eventually lose their real value.
- The pool of potential buyers of secured IPR assets (in the course of foreclosure proceedings) is usually narrower in comparison to other secured assets (such as real property, which is much easier to trade with).
- Third party creditors are not interested in acquiring secured IPR assets in situations where these assets are close to expiration.

Therefore, pledges over IPRs are usually taken in addition to further security interests, such as mortgages, pledges of company shares or equipment liens.

In practice, judicial and non-judicial foreclosures are used to enforce IPR security interests. Non-judicial foreclosures may be faster to a certain extent.

13. What are the main security interests taken over IPRs and how are they created and perfected?

Security interests

A security agreement must be in writing and signed by both parties. The notarisation and legalisation of the security agreement is not required. To be enforceable against third parties, security interests over the following IPRs must be registered with Rospatent:

- Patents (including for inventions, utility models and designs).
- Trade marks and service marks (including under national and international registrations).
- Mask works (if they are registered with Rospatent).
- Achievements of selection (including for plant varieties and animal breeds).

Patents

See above, [Security interests](#). The registration of a patent security interest under a security agreement is required. Failure to register the patent security interest will result in the security interest being invalid against third parties.

Trade marks

The registration of a trade mark security interest under a security agreement is required. Failure to register the trade mark security interest will result in the security interest being invalid against third parties.

Copyright

The registration of a copyright security interest, including over a registered software or database, is not required. However, the security agreement must be made in writing.

Design rights

See above, [Patents](#).

Trade secrets and confidential information

The registration of security interests over trade secrets and confidential information is not required. However, security agreements must be made in writing.

Mask works

The registration of a security interest over a mask work is only required if the mask work has been registered with Rospatent. Failure to register the security agreement will result in the security being invalid against third parties.

Achievements of selection

See above, [Patents](#).

M&A

Due diligence

14. What IP-related due diligence is commonly carried out in both a share sale and an asset sale?

In a share sale or merger and an asset sale transaction, the target usually provides the following information and documents to the other side for the purposes of due diligence:

- Corporate and IP structures (that is, a description of the business and a list of the IP holding companies).
- IP portfolios (including all pending applications, relevant prosecution materials and valid IP registrations).
- Related portfolios (including portfolios on the IT systems, domain names and media).
- Documents confirming IP maintenance and payment of maintenance fees (including patent annuities and renewal fees).
- Deeds of assignment and transfer agreements.
- Licence and sublicense agreements.
- Franchise and sub-franchise agreements.
- Distribution and supply agreements.
- Employment and labour agreements (governing the creation and transfer of IPRs).
- Service and development agreements (governing the creation and transfer of IPRs).
- Internal regulations on the protection of trade secrets and confidential information.
- Non-disclosure and confidentiality agreements.
- Dispute resolution and litigation files (describing all relevant offensive and defensive IPR infringements, whether occurred, current/pending or threatened. This also includes the status of judgments that are being enforced and any consequences or risks relating to IPR infringements (including payment of damages or monetary compensation).
- Bankruptcy files.

Depending on the nature of the transaction, the nature of the IPRs subject to due diligence and the target's business, the potential buyer may also request other specific information and documentation from the seller.

Warranties/indemnities

15. What IPR-related warranties are commonly given by the seller to the buyer in both a share sale or merger and an asset sale?

In a share sale or merger and an asset sale transaction, the seller will usually represent and warrant to the buyer that:

- The seller has disclosed all the information and documentation related to its IPRs.
- The seller has all legal titles to its IPRs and all the IPRs are valid.
- The IPRs are properly created, protected, registered, maintained and renewed (as applicable).
- The seller has properly used its trade marks for all goods (services) covered by trade mark registrations and certificates (applicable for trade mark assignments).
- The IPRs are not pledged, assigned, conveyed, seized or arrested.
- There is no infringement of third-party IPRs.
- There is no infringement or enforcement action pending against third parties.
- The seller will indemnify, defend, and leave the buyer harmless from and against any liability, financial loss, damage or expense arising from any breach of the above representations and warranties.

Depending on the nature of the transaction, the nature of the IPRs subject to due diligence and the target's business, the seller may be required to provide other specific representations and warranties to the buyer.

Transfer of IPRs

16. How are the main IPRs transferred in both a share sale and an asset sale?

Share sale or merger

In a share sale or merger transaction, there is no physical or technical transfer of IPRs, as they remain legally vested with the target. In other words, the target continues to hold the exclusive rights to the IPRs, while the buyer takes "corporate" possession of the target. However, the parties to a share sale or merger deal must check and ensure that they comply with any change of control and share or merger non-assignment restrictions prior to the transaction.

Asset sale

In an asset sale transaction, every IPR must be physically or legally assigned to the buyer. Therefore, the asset purchase contract and the underlying assignment agreement must specify every assigned IPR (including the relevant IPR registration numbers). In many cases, each IPR will have a separate underlying assignment agreement (for example, patent assignment agreement, trade mark assignment agreement).

The parties must also ensure that the formalities for a valid IP assignment are duly complied with (*see Question 7*). Further, the parties to an asset sale transaction must check and ensure that they comply with any change of control and asset non-assignment restrictions prior to the transaction.

Joint ownership of IP

17. How does joint ownership of IP arise?

Joint ownership can arise by operation of law or contract. For example, joint ownership arise when several authors together created IP as a result of joint contribution (creative input).

It is common for two or more companies (in particular companies involved in various areas of technology) to set up a joint venture to develop IPR-related projects in Russia.

The law does not impose any specific requirements concerning IP-related provisions that must be included in such joint venture agreement. However, because these transactions are primarily based on licensing, sublicensing or cross-licensing arrangements, the parties must comply with Russian IP licensing and registration regulations, even if the transactions are governed by a foreign law.

In addition, the parties can also include the following provisions in the joint venture agreement:

- The scope of the licensed subject matters and licensed rights.
- The value of the licensed IPRs and an allocation of profits.
- Termination and exit provisions.
- Post-termination rights and obligations.

Other IP-related and licensing provisions can also be included in the joint venture agreement, depending on the nature of the transaction, the nature of the IPRs, and the relevant business project.

18. What key issues arise in terms of the parties' rights to exploit and enforce jointly owned IP? How should these issues be dealt with in the agreement between the parties?

Each IP owner can use and enforce its IPRs, subject to any agreement to the contrary. Licensing and other exploitation must be carried out on a joint basis, subject to any agreement to the contrary between the co-owners. The proceeds arising from the use and exploitation of IPRs must be split between co-owners in equal shares, unless otherwise agreed by the co-owners.

Competition law

Main provisions and common issues

19. What are the most common national competition law issues that arise in the exploitation of the main IPRs?

In Russia, the exploitation of IPRs, including licensing, is exempt from national competition law rules.

Therefore, there will be no competition law issues in respect of the following provisions set out in IP licence agreements:

- Term of IPR licences.
- Territory of IPR licences.
- Exclusivity and permitted use of IPRs.

Anti-competitive practices

Anti-competitive practices that restrict trade on the market, including cartels (that is, agreements between competitors trading on the same product market), are prohibited, if they involve:

- Fixing or supporting prices, discounts, mark-ups (additional payments) and extra charges.
- An increase, decrease or support of prices at tenders.
- A division of the product market by territory, volume of sales, purchase of products, assortment of the products sold, or composition of sellers or purchasers (customers).

- Limitation or termination of the product manufacture (production).
- Refusal to enter into agreements with certain types of sellers or purchasers (customers).

Other prohibited agreements that lead or can lead to restraints of competition are:

- Tying a counterparty to enter into an agreement containing certain provisions that are disadvantageous or unrelated to the subject matter of the agreement. This can include unreasonable requirements to transfer monetary funds or other property (including proprietary rights) and the consent to enter into an agreement only on the condition that it includes provisions related to products in which the counterparty is not interested.
- Setting different prices for the same products.
- Creating barriers to other business entities for product market entries or exits.
- Setting conditions to participate in professional and other associations.

In addition, the above activities will be banned if they are regarded as concerted actions of business entities that limit competition on the market.

Abuse of dominance and unfair competition

Abuse of dominance and unfair competition are not allowed. In practice, the following acts are regarded as unfair competition and are therefore prohibited by law:

- Dissemination of false, inaccurate or distorted information that can inflict damages to a legal entity or impair the legal entity's business reputation.
- Misleading acts concerning the:
 - nature, method and place of production of the products;
 - products' characteristics, quality and quantity;
 - products' manufacturers; or
 - terms of sale, including with regard to the price of products.
- Incorrect comparison of the legal entity's products with the products manufactured or sold by other legal entities.
- The sale, exchange or other marketing of products bearing illegally used patents, copyright and other IPRs, except for means of identification (such as trade marks).
- Illegal use of trade marks, trade names and other means of identification (such as company names) in commerce or on the Internet, including in a domain name and other types of addressing.
- Copying or imitation of the appearance of a product, its packaging, trade dress or other elements individualising the company or its product.

- Illegal acquisition, use or disclosure of information containing commercial, employee or other proprietary information (trade secrets).
- The unauthorised acquisition and use of another legal entity's trade marks, trade names and other means of identification (such as company names).

Further, the acquisition and use of another legal entity's exclusive right to IP is not permitted and is regarded as unfair competition.

Exclusions/exemptions

20. What exclusions or exemptions are available for national competition law issues involving the exploitation of the main IPRs?

In Russia, the exploitation of IPRs, including under IP licence agreements, is not subject to the anti-monopoly regulations (see [Question 19](#)).

Advertising

21. To what extent do advertising laws impact on the use of third party trade marks?

Under the common rule of law, the use of third party trade mark in advertisements requires the trade mark owner's consent. Unauthorised third party trade mark advertising is prohibited and may be prosecuted. In general, advertising must be fair and authentic.

The law prohibits unfair advertising that contains or represents:

- An act of comparative advertising which:
 - involves incorrect comparisons of the advertised products with products in circulation that are manufactured by other manufacturers or sold by other sellers;
 - impairs the business reputation of the person (competitor); or

- is passing off the image of another product, on which there is a trade mark that is identical or confusingly similar to the trade mark placed on the product being advertised, or passing off the real manufacturer or seller of such product.
- An act of unfair competition, which is prohibited under the anti-monopoly legislation.

The law also prohibits false advertising that contains or represents incorrect information on:

- Advantages or benefits of the advertised products.
- Any product characteristics.
- Costs or prices of the products.
- Product delivery and maintenance terms.
- Warranty conditions.
- Exclusive rights to IP objects.
- Volume of manufacture or sale of the advertised products.
- Rules and terms of contests, games or other similar entertainment events.
- Rules and terms of sweepstakes and games-on-bets.
- Manufacturers or sellers of the advertised products.

Breaches of the advertising legislation can lead to different types of liability (for example, administrative fines).

Employees and consultants

22. Who owns each of the main IPRs created by an employee in the course of employment?

Ownership

An employer is the valid owner of the main IPRs created by its employees in the course of their employment, unless the employment or civil-law agreement provides otherwise. However, the IPRs will be transferred back to the employees if the employer, within four months (for patents) or within three years (for copyright), does not:

- File an application for registration (or for copyright, start using the work).
- Assign the IPR to a third party.

- Keep the information relevant to the IPR secret.

Moral rights, including the right of attribution and integrity, always remain with the employee.

Compensation

The employee will have the right to compensation if the employer does any of the following:

- Obtains a patent.
- Fails to obtain a patent (for reasons attributable to them).
- Starts using the copyrighted work.
- Assigns the IPR to a third party.
- Decides to keep the information relevant to an IPR secret.

The amount of compensation and the terms of payment must be determined by an agreement between the parties and, in the event of a dispute, by the court.

Main steps

To ensure ownership over IPRs created by an employee in the course of employment relations, the employer must:

- Provide in the employment agreement that the employer will own the legal title and exclusive rights to any IPRs created by the employee during the course of their employment.
- Document the employee's duties and specific instructions of the employer, especially with regard to relevant IPRs created by the employee.
- Document the process of notification of creation of relevant IPRs created by the employee and the decision-making process regarding the chosen form of protection over the created IPRs.
- Sign a civil law contract with the employee governing the amount and terms of payment of compensation for the relevant IPRs created by the employee.
- Perform (timely and accurately) the necessary actions, as required by the law, to secure valid legal title over and exclusive rights to the IPRs created by the employee (for example, file a patent application or start using a copyrighted work).

23. Who owns each of the main IPRs created by an external consultant?

Ownership

Under the common rule of law and court practice, the contract must define the ownership of the main IPRs created by an external consultant.

The law distinguishes between a specifically contracted IPR (that is, IP on order) and a non-contracted IPRs (that is, IPRs created during works or research and development (R&D)) when an external consultant is engaged by a business:

- In the first scenario, unless otherwise agreed, the main IPRs are owned by the business under a contract of commission, whereby the creation of a specific IPR is properly defined and requested from the external consultant. In this case, the external consultant has the right to use the created IPR, within the relevant term of IPR protection, on a non-exclusive and free-of-charge basis for their own purposes, unless the agreement provides otherwise.
- In the second scenario, unless otherwise agreed, the main IPRs are owned by the external consultant under the R&D or another development agreement, which does not define or request the creation of a specific IPR, but IPRs are created in the course of scientific or technological works made by the external consultant. In this case, the business has the right to use the created IPR, within the relevant term of IPR protection and on a non-exclusive and free-of-charge basis for the purposes of the contract, unless the agreement provides otherwise.

In the copyright industry, an individual external consultant generally enters into a work-made-for-hire contract with the business, which will usually set out the:

- Nature of the copyrighted work requested by the customer.
- Assignment or licence in relation to copyrighted work.
- Terms of transfer of property rights over the media in which the copyrighted work is embodied.

Main steps

To ensure ownership of the IPRs created by an external consultant, a business must:

- Sign a contract of commission or development contract (as applicable) specifying the customer's legal title and exclusive rights to IPRs.
- Include specific provisions on transfer of IPR ownership in the case the external consultant engages third parties.
- Negotiate an assignment of IPRs if these are vested with the external consultant under the contract of commission or development contract or the law (as applicable), and secure registration of the assignment of the registered IPRs (as applicable).
- Include a copyright assignment clause in a work-made-for-hire contract with the external consultant (physical person) describing the exact terms of the assignment (in addition to the transfer of property rights over the carrying media).

Tax

24. What are the main taxes payable by a licensor on the licensing of the main IPRs?

There is no specific tax on the licensing of IPR in Russia. A licensor must pay corporate income tax (CIT) and value added tax (VAT) on the licensing of its IPRs. In addition, the licensor must observe certain local transfer pricing rules.

CIT/withholding tax

A Russian licensor must pay 20% CIT on royalties received from a Russian licensee.

Royalties payable to a foreign licensor by a Russian licensee are subject to a 20% withholding tax. The Russian licensee must act as a tax agent for the foreign licensor and must remit the withholding tax amount to the state budget on the licensor's behalf. If the foreign licensor is established in, and operates under the laws of, a foreign state that has a special tax treaty with Russia, a zero or reduced tax rate is applied. To enjoy such a tax relief, the foreign licensor must provide the Russian licensee with valid documentary proof of its tax residency in the relevant foreign state. This must be certified by the competent government authority.

VAT/withholding tax

A Russian licensor must charge 20% VAT on royalties payable by a Russian licensee, and must remit the tax to the state budget.

A foreign licensor must charge 20% VAT on royalties payable by a Russian licensee. If the foreign licensor does not have a permanent establishment or a representative office in Russia, the Russian licensee must act as a tax agent for the foreign licensor. They must withhold the VAT amount from royalties and remit it to the state budget. Licence agreements usually contain "gross-up" provisions, under which the amount of royalties paid to the foreign licensor is grossed up by 20%.

The licensing of patents, know-how, software, databases and mask works is exempt from VAT.

Transfer pricing

Under the local transfer pricing rules, the price of products and services specified in a contract between affiliated persons must comply with the market price of those products and services. Therefore, if the licensor and the licensee are affiliated persons, and the contract price indicated in the underlying licence agreement is not consistent with the market price, additional taxes and penalties will be charged.

The transfer pricing rules may also be applicable to a licence agreement concluded between non-affiliated parties, if one of the following applies:

- The licence agreement is made through intermediaries (non-affiliated) and directed at the resale of the products or services, provided that these intermediaries:
 - do not perform any other functions;
 - do not accept any risks; and
 - do not use any assets for the purposes of organisation of the resale of the products or services.

- One of the parties to the agreement is resident in an offshore jurisdiction specified in the official List of the Ministry of Finance (2007), which includes:
 - Anguilla;
 - Andorra;
 - Bahrain;
 - Belize;
 - the British Virgin Islands;
 - China (Hong Kong and Macau);
 - Gibraltar;
 - Grenada;
 - the Isle of Man;
 - Liberia;
 - Liechtenstein;
 - the Maldives;
 - the Marshall Islands;
 - Monaco;
 - Panama;
 - San Marino;
 - the Seychelles;
 - the United Arab Emirates; and
 - other offshore jurisdictions.

25. What are the main taxes payable by a seller on the sale or transfer of the main IPRs?

There is no specific tax on the assignment of IPRs in Russia. An assignor must pay CIT and VAT on the assignment of its IPRs.

The tax-related principles applicable to IPR assignments are similar to those applied licences of IPRs (*see Question 24*).

Cross-border issues

26. Are foreign IPRs recognised in your jurisdiction?

Foreign IPRs are not automatically recognised in Russia except for:

- Eurasian patents obtained under the Eurasian Patent Convention 1994 (EAPC).
- Trade marks filed under the Madrid Agreement and the Madrid Protocol.
- Copyright protected under the WIPO Berne Convention for the Protection of Literary and Artistic Works 1971.

Many treaties grant a right of priority for applications that have already been filed in other member countries (for example, under the WIPO Paris Convention for the Protection of Industrial Property 1883 (Paris Convention) or the PCT).

Patents

Russia is a party to the Paris Convention, PCT and EAPC.

Under the Paris Convention, a patent application that is first filed with another party to the Convention will be given a foreign filing priority date. This means that a patent application that is first filed with another party to the convention can be filed in Russia within 12 months.

The PCT provides for a unified procedure for filing patent applications in several countries. The applicant must file a single application at a designated PCT receiving office. If the applicant then wants to proceed with the grant and registration of the patent in Russia, Rospatent will process a national phase entry of application.

The EAPC provides for the grant of unitary patents valid in all member states to the EAPO regime. In other words, this is a single regional patent that will be effective (on its grant) in eight jurisdictions at once (Russia, Belarus, Kazakhstan, Kyrgyzstan, Armenia, Azerbaijan, Tajikistan and Turkmenistan).

Trade marks

Russia is a party to the Paris Convention, Madrid Agreement and Madrid Protocol.

Under the Paris Convention, trade mark applications that are first filed with another party to the Convention are given a foreign filing priority date. This means that a trade mark application that is first filed with another party to the Convention can be filed in Russia within six months.

Trade mark applications filed under the Madrid Agreement and the Madrid Protocol can also receive protection in Russia under an international registration procedure. Classes of goods and services can be selected and protected under the WIPO Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks 1957.

Copyright

Russia is a party to the Berne Convention. Under the Berne Convention, copyright that subsists under the law of a member state is given the same protection in Russia.

Registration is not required as a condition precedent for copyright protection. However, it is possible to register software and databases, on an optional basis, with Rospatent.

Design rights

Russia is a party to the Paris Convention. Under the Paris Convention, design right applications that are first filed with another party to the Convention are given a foreign filing priority date. This means that a design application that is first filed with another party to the Convention can be filed in Russia within six months.

Classes of industrial designs can be selected and protected under the Locarno Agreement Establishing an International Classification for Industrial Designs 1968.

Russia is also a party to the WIPO Hague Agreement Concerning the International Deposit of Industrial Designs 1925. Therefore, Russia can be covered by an international design registration.

Trade secrets and confidential information

Trade secrets and confidential information must not be registered. However, the owner must undertake certain reasonable measures to protect the confidentiality of its information (know-how) (*see Question 1, Trade secrets and confidential information*).

Mask works

Registration is not required to protect mask works. However, it is possible to register them, on an optional basis, with Rospatent (*see Question 1, Mask works*).

Achievements of selection

Russia is a party to the International Convention for the Protection of New Varieties of Plants 1961 (UPOV Convention). Under the UPOV Convention, patent applications for achievements of selection that are first filed with another party to the convention are given a foreign filing priority date. This means that patent applications for achievements of selection that are first filed with another party to the convention can be filed in Russia within 12 months.

Reform

27. Summarise any proposals for reform to the main IPR laws.

Russian laws have undergone a major and fundamental civil law reform.

In 2013, a specialised IP court started operating in Russia. This court has already achieved many positive results for IPR enforcement and litigation, and developed an extensive court practice in the IP sphere.

Between 2014 and 2015, there were several additional and substantial amendments to the Russian Civil Code regarding the:

- Registration and protection of IPRs.
- Use and exploitation of IPRs.
- Disposal of IPRs and transactions.
- Enforcement and dispute resolution aspects of IPRs.

One of the major changes to the law is the simplification of the registration procedure for all the transactions and agreements involving registered IPRs. The new procedure no longer requires the contracting parties to disclose the signed original agreements, financial information or other sensitive information to the authorities, as part of the application for registration. Instead, the parties can submit so-called "statements of IP disposal" (that is, notifications) by describing all the essential elements and material terms of their agreements, except for the financials and other irrelevant data. This new registration process has already improved the position of national and international companies, which can now carry out business related to their IPRs on a more confidential and efficient basis in Russia.

On 23 April 2019, the Supreme Court of the Russian Federation adopted Resolution of Plenum No. 10, which sheds light on court practice related to IP transactions. The Resolution clarifies many issues concerning assignments, licences, co-ownership, security, management and other disposals of IPRs.

Further modification and improvements of Russian law are continually being discussed, and there are likely to be further amendments in the near future.

Contributor profile

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Professional qualifications. Russia, Lawyer, 2005; Software Attorney, 2013; Trade mark Attorney, 2014; Design Attorney, 2015

Areas of practice. IP and IT; IP/IT agreements, transactions and restructurings; IP/IT due diligence and audits; IP/IT in corporate and commercial transactions; data protection and privacy; internet and e-commerce; media and entertainment; unfair competition and false advertising; dispute resolution and litigation; anti-counterfeiting and anti-piracy.

Non-professional qualifications. LLB in International (Private) Law, Moscow State University of International Relations, 2005; LL.M. in IP Law, The John Marshall Law School (Chicago, USA), 2007; PhD in Civil, Business and International Law, Russian Academy of Intellectual Property (Moscow, Russia), 2012

Recent transactions

- Advising the leading Russian state corporation operating in the nuclear industry on IP/IT restructurings and IP/IT corporate concentration as part of its joint venture transaction with the largest German multinational engineering conglomerate; counselling the company on various patent, know-how, software, licensing/sublicensing, accounting, taxation and commercial issues; conducting IP/IT due diligence comprising the legal review of more than 600 subject matters; advising the company on the most significant risks in connection with the transaction.
- Advising the biggest Russian oil company on IP restructuring and reorganization in connection with its acquisition of another largest oil producer; counselling the company on various trademark, patent, design, licensing/sublicensing, corporate and commercial issues; conducting IP due diligence; advising the company on the most significant risks in connection with the transaction.
- Advising the worldwide US-based leader in NC advanced post-processing solutions on its asset sale/purchase transaction with a famous Russian IT holding company; counselling the company on various trade mark, domain name, software, database, licensing, employment, corporate and commercial issues; conducting IP/IT due diligence; advising the company on the most significant risks in connection with the transaction; performing post-transaction work and assignment registrations in Russia and other jurisdictions.

- Advising a reputable US biopharmaceutical company on its multi-million joint venture and exclusive technology transfer project directed at the Russian and neighbouring markets; counselling the company on various patent, corporate, commercial and licensing/sublicensing issues; conducting patent due diligence; reviewing corporate and commercial agreements; reviewing and preparing patent licence and sublicense agreements; registering patent licences and sublicences with Rospatent and other IP offices.
- Advising a reputable Russian bank on various software issues of a licensing transaction with another reputable Russian bank.
- Advising the leading Russian insurance alliance on various database and IT issues; securing database registrations; preparing database licence agreement and mobile app user agreement.
- Advising a famous American bar/restaurant brand on its development on the Russian market; conducting trade mark due diligence; preparing and reviewing trade mark licence agreements; registering trade mark licences with Rospatent.
- Advising a reputable Japanese beer producer on various trade mark, commercial, advertising and licensing issues; conducting trade mark and advertisement due diligence; reviewing and preparing licence and sublicense agreements; registering licences and sublicences with Rospatent.
- Advising a famous Russian bank on taking security over various IP assets of a leading Russian vodka company under a credit/facility transaction; reviewing and preparing security documents and registering the patent, design and trade mark security interests with Rospatent.
- Advising a privately owned American pharmaceutical company specialising in the development and marketing of qualitative over-the-counter (OTC) drugs and nutritional products on the grant of security interests over its 100 brands in favour of the leading Swiss bank under a credit/facility transaction; counselling the company on various trade mark, commercial and security issues; conducting trade mark due diligence; reviewing and preparing the trade mark security agreement; registering the trade mark security interest with Rospatent.
- Advising the leading American sports nutrition and dietary supplements brand on its development on the Russian market; counselling the company on various trade mark, corporate and commercial issues; reviewing and preparing the master development and franchise agreement; registering the franchise with Rospatent.
- Advising the global leading US-based hospitality brand on its expansion in four major cities of Russia; counselling the company on various trade mark, commercial and franchising issues; reviewing the international franchise agreements; registering the franchises with Rospatent.
- Advising a prominent UK-based company on various IP issues in connection with its water supplies into Russia; counselling the company on the supply and distribution agreement; conducting trade mark and product due diligence; reviewing and preparing the supply and distribution agreement.

Languages. Russian, English, French

Professional associations/memberships. Licensing Executive Society (LES); International Franchising Association (IFA); International Trademark Association (INTA); European Franchise Lawyers (EFL); International Distribution Institute (IDI).

Publications

- *Security Interests in Intellectual Assets. The New Era (in Russian), Patents & licences, No. 9, 2010.*
- *Unique Types of Security Interests in Intellectual Property (in Russian), Law and Politics, No.6, 2012.*
- *Licensing, Chapter on Russia, Getting The Deal Through (GTDT) by Law Business Research (LBR), 2014.*
- *Customs Value, Licensing and Royalties – The Russian Perspective, Les Nouvelles, 2014.*
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- *Co-authorship with Vladimir Biriulin, Partner at Gorodissky & Partners Franchise, Chapter on Russia, Getting The Deal Through (GTDT) by Law Business Research (LBR), 2015.*
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- *Intellectual Property Rights: Legislation, Regulations, Directives and Policies – Overview of and Licensing the Main IP Rights in Russia, Chapter 2 on Russia, International Licensing and Technology Transfer: Practice and the Law by Wolters Kluwer, updated in 2017.*
- *Tax Considerations in Structuring International Licensing and Technology Transfer Arrangements, Chapter 5 on Russia, International Licensing and Technology Transfer: Practice and the Law by Wolters Kluwer, updated in 2017.*
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