

## SUMMARY

**Key Words:** customs, civil law, licensee, liability, Licensing agreements, contract.

**Subject matter:** License contracts: grazhdansko–pravovoy and tamozhenno–pravovoy aspects.

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**The topicality of the research.** final qualification work it is proved, first of all, by requirement of society for use of license contracts as a legal element, allowing to involve results of intellectual activity in civil circulation, i.e. to really use them in economy as resources. The existing Civil Code of the Russian Federation accurately divides two fundamental contracts providing realization of competence according to the order with the exclusive rights to result of intellectual activity or means of individualization – the contract on alienation of the exclusive right and the license contract. Today the legal concept of the license contract is enshrined in paragraph 4 of article 1225 of the Civil Code of the Russian Federation according to which: the license contract is such civil-right the contract under which one party - the owner of the exclusive right to result of intellectual activity or on means of individualization (licensor) provides or undertakes to grant to other party (licensee) the right of use of such result or such means in the limits provided by the contract.

**The aims of the research:** consideration of general provisions on civil regulation of license contracts, based on the current legislation, court practice, educational and specialized literature.

**Objectives:**

- to study a concept of the license contract;
- to describe classification of license contracts and to consider them;
- to analyse essential conditions of the license contract;
- to consider types of license contracts;
- to analyse features of commission of customs operations concerning the goods containing intellectual property items.

**The theoretical and practical value of the research** is that research work on studying of a number of the theoretical questions concerning essence of license contracts, their classification and also conditions of the license contract was carried out. Results of this research work can be used further as theoretical conclusions and provisions for development of license contracts in various organizations.

**The results obtained:** In final qualification work we carried out the analysis of the license contract as one of key contracts in civil law and customs regulation. Being a necessary form of the owner, license contracts and their legal registration developed and became complicated in process of the corresponding development of the contract.

The license contract represents a special form of the agreement, a type of the contract which gives the chance to the owner (licensor) to grant to other party (licensee) the right of use in the limits set by the contract. At the same time, other party (licensee), in turn, is obliged to bring a payment for the rights granted to it, and also to perform other stipulated operations. The license contract gives to participants of the transaction confidence that their legitimate interests will be observed and are protected. Each of the parties according to terms of the contract has rights and duties which need to be executed. The basic rule of work with the license contract is that by the general rule, license contracts have to be made in writing and if the written form is not observed, the license contract is invalid. Feature of the license contract is that it gives an opportunity of application only of separate Views of intellectual property.

By results of the conducted research we came to the following conclusions and the conclusions:

1. The subject of the license contract can include commission of the most wide range of transactions. And at the same time the possibility of sale of sublicenses by the licensee makes a reservation. The standard of Art. 1235 of the Civil Code of the Russian Federation which is not containing any restriction for a possibility of inclusion in a subject of a license assignment of any, the transaction which is not forbidden by the law completely corresponds to the legal nature of the

license contract. The license assignment includes the conclusion of the transaction, and fulfillment of duties.

2. So during writing of final qualification work definition was given to a concept classification of – it is the mechanism of knowledge of the true reality, a resource of knowledge of it by means of which the huge number of the observed phenomena is divided into the main categories, types, classes, types entering uniform system and components a whole. The systematized knowledge offers the most comfortable perception of material, and also gives the chance to understand quicker the available used material. In addition, systematization and classification of a certain information material gives the chance to open internal communications of this phenomenon that promotes receiving the latest knowledge.

3. The contents of each civil contract are made by its conditions. The duty of the licensee to apply the granted exclusive rights can act as one of conditions of the license contract. For example, according to the publishing license agreement the licensee "has to begin use of the work no later than the term established in the agreement. Whether at non-compliance with this duty