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CONTRACTUAL REGULATION OF INTELLECTUAL PROPERTY RIGHTS: A COMPARATIVE ANALYSIS OF UKRAINIAN AND EU LEGISLATION

ANDREJS VILKS
a.vilks6@outlook.com
Full Doctor in Sociology, Faculty of Social Sciences, Riga Stradins University (Latvia)
https://orcid.org/0009-0006-8367-7915

VITALIY YAROTSKIY
v-yarotskiy@hotmail.com
Full Doctor in Law, Department of Civil Law Policy, Intellectual Property and Innovations, Yaroslav Mudryi National Law University (Ukraine)
https://orcid.org/0000-0002-4489-1816

DMYTRO ZADYKHAYLO
d_zadykhaylo@outlook.com
Full Doctor in Law, Department of Business Law, Yaroslav Mudryi National Law University (Ukraine)
https://orcid.org/0000-0002-7051-4010

ROMAN BOICHUK
rboichuk@hotmail.com
PhD in Law, Department of Business Law, Yaroslav Mudryi National Law University (Ukraine)
https://orcid.org/0000-0001-9680-5230

YULIIA FILONOVA
yuliiafilonova73@gmail.com
PhD in Law, Department of Civil Law Policy, Intellectual Property and Innovations, Yaroslav Mudryi National Law University (Ukraine)
https://orcid.org/0009-0008-5595-9215

Abstract

The purpose of this study was to examine the features of contractual regulation of interaction between Ukraine and the countries of the European Union in the field of intellectual property. To this end, the national legislation governing intellectual property relations in Ukraine, Germany, Italy, and France was analysed, along with international and pan-European legal principles in this area. One of the most important strategies for protecting the rights of authors, copyright holders, and users of intellectual property objects is, therefore, the regulation of intellectual property relations through contracts. Despite the ongoing development of Ukrainian intellectual property legislation, it remains insufficient to fully ensure compliance with the regulatory requirements of the European Union, where intellectual property is considered a key economic resource. The European Union has established a well-developed system of unitary rights, including unitary patents and European Union trademarks, which facilitates the regulation of contractual relations between states. Compared to Ukraine, EU member states possess significantly more advanced judicial systems and more effective mechanisms for dispute resolution, particularly in specialised courts. Within the framework of the Association Agreement, Ukraine is aligning its national legislation on intellectual property with that of the European Union. This process involves updating laws governing the conclusion and execution of licensing contracts, protecting copyrights, and introducing modern methods

of law enforcement. However, additional reforms are required for more effective contractual regulation, such as the establishment of specialised intellectual property courts, the enhancement of legal culture, and the improvement of administrative processes.

Keywords

Intellectual Property, Civil Contracts, Commercial Contracts, Competition, Licensing Contracts, Patent Contracts, Innovations.

Resumo

O objetivo deste estudo foi examinar as particularidades da regulamentação contratual da interação entre a Ucrânia e os países da União Europeia no domínio da propriedade intelectual. Para esse fim, foram analisadas as legislações nacionais que regulam as relações de propriedade intelectual na Ucrânia, na Alemanha, na Itália e na França, bem como os princípios jurídicos internacionais e pan-europeus aplicáveis a essa área. Uma das estratégias mais importantes para a proteção dos direitos dos autores, titulares de direitos autorais e utilizadores de objetos de propriedade intelectual consiste, portanto, na regulamentação das relações de propriedade intelectual por meio de contratos. Apesar do desenvolvimento contínuo da legislação ucraniana em matéria de propriedade intelectual, esta ainda não é suficiente para assegurar a plena conformidade com os requisitos regulamentares da União Europeia, onde a propriedade intelectual é considerada um recurso económico fundamental. A União Europeia estabeleceu um sistema bem desenvolvido de direitos unitários, incluindo a patente unitária e a marca da União Europeia, o que facilita a regulamentação das relações contratuais entre os Estados. Em comparação com a Ucrânia, os Estados-Membros da União Europeia dispõem de sistemas judiciais significativamente mais desenvolvidos e de mecanismos mais eficazes de resolução de litígios, especialmente por meio de tribunais especializados. No âmbito do Acordo de Associação, a Ucrânia está a harmonizar a sua legislação nacional em matéria de propriedade intelectual com a legislação da União Europeia. Esse processo inclui a atualização das normas que regulam a celebração e a execução de contratos de licença, a proteção dos direitos autorais e a introdução de métodos modernos de aplicação da lei. No entanto, são necessárias reformas adicionais para assegurar uma regulamentação contratual mais eficaz, nomeadamente a criação de tribunais especializados em propriedade intelectual, o reforço da cultura jurídica e o aperfeiçoamento dos procedimentos administrativos.

Palavras-Chave

Propriedade Intelectual, Contratos Civis, Contratos Comerciais, Concorrência, Contratos De Licença, Contratos De Patente, Inovação.

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ANDREJS VILKS

VITALIY YAROTSKIY

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Introduction

In today's globalised economy, IP is vital to governments and businesses' competitiveness. Contractual techniques regulate IP rights by ensuring the effective use and protection of creative creations. IP is becoming more important in media, entertainment, research, and technology, making this topic vital. Careful research and comparison are needed as EU and Ukrainian IP laws converge. Ukrainian law must be harmonised with European law, especially in the study area, to sign and implement international accords. Modernising Ukrainian IP law is underway. New IP protection guidelines and standards assist IP transfer contracts, licensing, franchising, and other techniques. The EU enforces stricter intellectual property rights through copyright and patent regulations that impact national laws. Due to Ukraine's incorporation into European institutions and worldwide economic trends, intellectual property contractual law is relevant for both the EU and Ukraine. This research improves worldwide market integration, commercial and legal environments, and IP rights protection.

As noted in the research of Shyshka (2023), Ukraine adheres to the principle that the transfer of rights to IP objects must be executed through written agreements. This requirement applies, for instance, to copyright transfer agreements and licensing contracts.

Zaitseva-Kalaur and Chernyak (2023) found that in EU and Ukraine, transferring rights to intellectual property (IP) items requires a written agreement to clearly define the terms

of usage. EU licenses might be exclusive or non-exclusive. EU licensing policy protects rights holders and promotes IP commercialisation.

As noted by Kochyna (2020), contractual regulation of IP rights is a fundamental instrument for corporate development, innovation, and the protection of rights in this field. A comparison between Ukrainian and EU legislation reveals that, in order to ensure effective regulation in this area, any state aspiring to integrate into the European legal framework must continue aligning its standards accordingly.

In light of the above, the purpose of this study is to compare Ukrainian and EU legislation concerning the contractual regulation of intellectual property. The research involves the analysis of primary forms of intellectual property contracts (such as licensing, rights transfer, and franchising) under Ukrainian and European law, the examination of the legal consequences of concluding such contracts in different jurisdictions, the study of international agreements and treaties that influence the contractual regulation of IP, and the adaptation of national legislation to meet international and European legal norms.

Materials and Methods

The concept and essence of contractual regulation, along with the key principles governing the contractual regulation of IP rights interaction, constitute one of the theoretical foundations of this field of study. A wide variety of contracts exist within the sphere of intellectual property. Accordingly, an analysis of the legal norms regulating such contracts has been conducted.

Using the formal-legal (dogmatic) method, contractual regulation in the field of intellectual property in Ukraine and EU member states was examined. Legislative norms were compared, including the Civil Code of Ukraine (2003); Law of Ukraine No. 2811-IX "On Copyright and Related Rights" (2023); Law of Ukraine No. 3687-XII "On the Protection of Rights to Inventions and Utility Models" (1994); Law of Ukraine No. 3689-XII "On the Protection of Rights to Marks for Goods and Services" (1994); Law of Ukraine No. 3688-XII "On the Protection of Rights to Industrial Designs" (1994); Law of Ukraine No. 3322-XII "On Scientific and Technical Information" (1993); the German Civil Code (Bürgerliches Gesetzbuch – BGB) (1896); Act on Copyright and Related Rights (Urheberrechtsgesetz – UrhG) (1965); French Civil Code (2006); Italian Civil Code (1942); Industrial Property Code. Legislative Decree No. 30 (2005); Copyright Law of Latvia (2000).

In addition to the national regulatory legal acts of Germany, France, and Italy, pan-European and international instruments were also examined. These include: Directive (EU) No. 2019/790 of the European Parliament and of the Council "On Copyright and Related Rights in the Digital Single Market" (2019); Regulation (EU) No. 2017/1001 of the European Parliament and of the Council "On the European Union Trade Mark (Codification)" (2017); Directive No. 2004/48/EC of the European Parliament and of the Council "On the Enforcement of Intellectual Property Rights" (2004); the European Patent Convention, as amended by decisions of the Administrative Council since the publication of the 17th edition (2020). The study of the legislation of Germany, France, Italy, and Ukraine is of particular importance, as Germany represents the Germanic legal system,

France is a classic representative of the Romano-Germanic legal tradition, Italy also belongs to the continental legal system but possesses its own distinctive regulatory features in the field of intellectual property, while Ukraine is currently in the process of harmonising its legal framework with EU law. Furthermore, these European countries have a wealth of judicial decisions in the area of intellectual property, which may serve as valuable references for the harmonisation of Ukrainian legislation.

The analysis of these regulatory legal acts not only facilitates a deeper understanding of the legal landscape of intellectual property in the selected countries but also contributes positively to the process of harmonising Ukrainian legislation with European standards – an essential step towards Ukraine's integration into the European legal and economic systems.

Results

According to Ukrainian law, one of the most important instruments for the protection, transfer, and disposal of intellectual property (IP) rights is contractual regulation. This is governed not only by the general principles of civil law but also by specific provisions applicable to copyrights, patents, trademarks, and other forms of IP (see Table 1).

Table 1. Ukrainian legislation regulating relations in the field of intellectual property

Regulatory act	Meaning
Civil Code of Ukraine (2003)	Includes provisions on contracts relating to the transfer of intellectual property rights, such as licensing and assignment.
Law of Ukraine No. 2811-IX (2023)	Governs contracts between authors, rightholders, and users of works.
Law of Ukraine No. 3687-XII (1994)	Establishes procedures for concluding contracts for the transfer of IP rights, including licence agreements.
Law of Ukraine No. 3689-XII (1994)	Contains provisions on the disposal of trademark rights and related contractual arrangements.
Law of Ukraine No. 3688-XII (1994)	Regulates contractual relations concerning rights to industrial designs.
Law of Ukraine No. 3322-XII (1993)	Governs the transfer of rights to technologies and scientific-technical developments.

Source: created by the authors.

According to Yarotskiy et al. (2021) and the Civil Code of Ukraine (2003), IP holders and others allowed to grant or receive IP rights can sign contracts. The contract regulates legal activity and is a source of law. The civil law contract implements civil law requirements when parties independently engage in civil legal interactions. This shows how contracts regulate IP interaction. The contract is mostly used to acquire or transfer intellectual property rights. Recognising two types of legal relations relevant to IP relations—dynamics, such as the transfer of IP rights from one entity to another, and statics, such as ownership or possession of relevant IP objects, supports the idea that contractual arrangements should govern IP relations.

Legal rules regulate the first type of legal relations. The established (impersonal) group of obligated subjects, the absolute nature of legal relations, and the historical background of their origin and diffusion drive intellectual property law. Contracts define terms and govern party behaviour. Thus, many intellectual property issues transcend contract law. The national legislation of each state outlines distinct intellectual property rights and their legal protection in light of applicable international agreements. IP rights are limited to categories under the Ukrainian Civil Code (2003). Under these conditions, contractual agreements cannot extend legal protection requirements or create "new" IP rights. The Law of Ukraine No. 2811-IX (2023) does not list all sorts of works protected by copyright, but any object must be the outcome of objectively expressed creative labour. The law does not specify all trade secrets, however material that fails to meet legal standards cannot be considered a trade secret (Civil Code of Ukraine, 2003).

The validity of intellectual property (IP) rights is also assessed under various laws and international treaties. However, it is important to note that this legislative position is not entirely accurate, as such rights are typically governed directly by statutory law. A distinction must be made between the validity of agreements concerning IP rights within the context of absolute legal relations, and their legal legitimacy in this framework. Given that IP rights have historically been regulated by legislation, equating contractual agreements with the establishment of such rights can be misleading.

Legally enforceable IP rights transfer agreements demonstrate contracts' growing regulatory role. In practice, only the contract defines IP object usage rights. A licence agreement or equivalent arrangement gives the licensee IP use rights. The licence agreement describes the licensee's rights, including scope and location. In creative contracts, the parties agree on the work's kind, subject, genre, scope, and deadline. The agreement may also specify how to generate the original work, give a copy to the client, and grant use rights. According to the principle of party autonomy, contracting parties can pick the appropriate legislation for agreements with foreign elements, such as licensing, commercial concessions, or IP rights transfers (legislation of Ukraine No. 2709-IV…, 2005).

Contracts regulate relationships when legislation is incomplete, contradictory, or does not address them. The present statutory framework has discrepancies, according to study. For instance, Article 429 of the Civil Code of Ukraine (2003) allows the employer and employee joint IP rights to an object generated by the employee during a work-for-hire relationship. This provision proposes an implementation framework. However, effective enforcement is difficult with this strategy. Contractual regulation may work in research institutes, IT firms, photo studios, and other industries. Second in IP legal management is the emergence or acquisition of intellectual property rights. IP rights acquisition clauses are the contract's main purpose. Due to its role in IP rights acquisition, the contract is a legal reality. Contracts can be used alone or in conjunction with other legal structures to grant such rights. Contracts for the sale and acquisition of property rights to industrial property objects subject to state registration only transfer the rights to the buyer after registration. In such cases, the contract's legal basis is inseparable from IP rights acquisition.

Exclusive or one-time licences and rights transfer agreements help acquire IP rights. A commissioning agreement can also allow a customer to acquire the creator's IP rights if

it states so. These contracts do not guarantee IP rights succession. IP interaction regulation's third level is IP rights exercise. The authorised party exercises these moral and/or property rights by autonomous legal measures. This implementation benefits the rightholder. Contracts, especially those addressing proprietary rights, are essential for IP protection. IP enforcement is the unilateral use or disposal of IP objects by the rightholder or their authorised representative to protect property interests.

IP rights include copyright, patent law, and others, thus civil law provides a uniform contractual framework for their disposal. Chapter 75 of the Civil Code of Ukraine (2003) distinguishes between contracts for IP rights transfer (alienation) and contracts for IP object use in a specific industry. Contracts to create an IP object can also be used to transfer ownership rights to the product. Other contracts may have IP rights disposal provisions in addition to those openly selling them. These may include IP rights transfer agreements, co-author ownership division contracts, collective rights management organization-copyright and related rights holders agreements, and production agreements. The fourth step of IP interaction legal regulation comprises non-recognition or challenge of such rights in the event of infringement.

In non-regulated agreements to dispose of IP rights, parties may choose a way of protecting their rights under Ukrainian civil law. The predetermined circle of obligated subjects in absolute legal relations with IP rights limits contractual mechanisms' ability to protect IP rights. Since rightholders rarely have direct contractual relationships with possible infringers, the law usually determines their protection. Contracts may include IP protection measures in certain cases. Importantly, contractual agreements cannot change statutory limitation period calculations. However, contractual procedures for IP property conflicts are becoming more important. This trend shows the growing importance of ADR approaches like mediation and arbitration, especially in commercial disputes.

Ultimately, a contract can serve as an effective legal instrument for resolving disputes concerning the infringement of IP rights. There are cases in which the rightholder and the alleged infringer reach an out-of-court settlement. Such agreements, which take the legal form of a contract, may include provisions obligating the infringer to pay compensation to the rightholder for material damage caused by the infringement. By doing so, the parties avoid the costs and delays associated with litigation and subsequent enforcement, even where statutory mechanisms for IP protection are in place. Moreover, as legal proceedings often involve lengthy delays between the initiation of a claim and the enforcement of a judgment, resolving disputes through contractual settlement can offer significant time savings.

In the European Union (EU), a range of legal instruments provide protection for copyright and related rights, patents, trademarks, and other forms of intellectual property. These instruments form the foundation of contractual regulation of IP rights in EU Member States. The regulatory framework is based both on national legislation and on applicable EU directives and regulations (Table 2).

Table 2. European Union legislation in the field of intellectual property

Regulatory act	Meaning
Directive (EU) No. 2019/790 of the European Parliament and of the Council "On Copyright and Related Rights in the Digital Single Market" (2019)	Provides guidelines for the use of copyright in the digital space and the conclusion of licensing contracts between platforms and content producers.
Regulation (EU) No. 2017/1001 of the European Parliament and of the Council "On the European Union Trade Mark (Codification)" (2017)	Regulates the procedure for registering and using trademarks across the European Union, ensuring unitary protection.
Directive No. 2004/48/EC of the European Parliament and of the Council "On the Enforcement of Intellectual Property Rights" (2004)	Establishes common principles and procedures for the protection and enforcement of IP rights in cases of infringement.
European Patent Convention has been Amended by the Following Decisions of the Administrative Council since the Publication of the 17th Edition (2020)	Provides the legal framework for the registration and protection of patents, forming a basis for patent law across EU states.

Source: created by the authors.

The analysis of European Union (EU) law enables Member States, as well as countries aspiring to integration – such as Ukraine – to adapt their national legislation in line with European standards. The study of EU regulations and directives provides valuable insights into modern mechanisms for the protection of copyrights, patents, trademarks, and other forms of intellectual property (IP).

EU legal instruments play a significant role in the harmonisation of IP rules across Member States, including Germany. For instance, instruments such as the EU Trade Mark Regulation and the Copyright Directive in the Digital Age have a direct influence on national legislation.

In Germany, the contractual regulation of IP law is grounded in civil law principles. It is primarily based on the German Civil Code (1896) and supported by specialised laws, such as the Act on Copyright and Related Rights (1965). In this legal framework, contracts between parties play a vital role in regulating legal relations concerning the creation, use, transfer, and protection of rights to IP objects.

German parties have substantial freedom to negotiate contract terms. However, contractual changes cannot affect mandatory regulations like author moral rights. Oral agreements are generally lawful in German law, however IP-related agreements, especially rights transfers, must be in writing. Royalties and other fees are common in licensing agreements. Certain IP goods, like patents, require appropriate compensation. German authors keep their moral rights after relinquishing their economic rights. Right to be identified as author and protection from work distortion or misuse. Music collective rights management groups like GEMA simplify the procedure of signing agreements with different rights holders. These institutions streamline licensing and assure equitable compensation, helping contractually regulate intellectual property rights.

Cases involving intellectual property (IP) contracts in Germany are adjudicated in general courts or through alternative mechanisms such as mediation and arbitration. Notably,

Germany has specialised courts that address intellectual property matters, including the German Patent Court in Munich.

Clear legal standards, international harmonisation, and the effective protection of the parties' rights contribute to the success of Germany's contractual regulation of intellectual property relations. This framework creates a favourable environment for the use, transfer, and commercialisation of IP objects at both national and international levels.

France also maintains a comprehensive and structured system of intellectual property protection, which regulates not only the rights of authors and owners but also governs commercial relations. As shown in Table 2, France's approach is based on a combination of national laws, international treaties, and European Union legal instruments.

The primary source of regulation is the Intellectual Property Code (Legislative Part, 1992). Additional key provisions are found in the French Civil Code (2006), which establishes the general principles for concluding contracts. France is also a signatory to major international IP agreements, including the Paris Convention for the Protection of Industrial Property.

Under French law, most contracts in the field of intellectual property must be in written form, and failure to do so may render the contract invalid. According to academic research, French legislation mandates fair remuneration for authors, particularly in the field of copyright. Licensing agreements may include royalty structures based on the volume or extent of use of the protected object.

In cases of breach of contract or infringement of IP rights, the rightholder may seek judicial remedies including: compensation for damages, cessation of unauthorised use of the IP object, and seizure of counterfeit goods. Disputes concerning IP contracts are handled by specialised courts, notably the Tribunaux de grande instance (Industrial Property Courts). France also encourages the use of alternative dispute resolution mechanisms such as mediation and arbitration.

Moreover, France is actively updating its legal framework to address new challenges, particularly in safeguarding authors' rights in the digital environment. Collective rights management organisations, such as SACEM (for musical works), play a key role in the efficient administration of copyright through collective licensing agreements.

France is widely regarded as having one of the most advanced systems for the contractual regulation of intellectual property. Countries aiming to improve their IP legal frameworks – especially regarding authors' rights and equitable contract terms – can benefit significantly from studying the French model.

Latvia, as a Member State of the European Union, possesses a well-developed legal framework in the field of intellectual property, which is fully aligned with EU standards. The principal legislative acts governing this area include the Copyright Law of Latvia (2000). One notable feature of Latvian legislation is the requirement for precise contractual terms. Contracts must clearly define the scope of rights granted, the territorial application of those rights, the duration of use of the intellectual property object, and the amount of remuneration. All licensing agreements related to patents, trademarks, and other industrial property objects may be registered with the Latvian

Patent Office. Although registration is not mandatory, it serves as an important safeguard by enhancing the legal protection of the contracting parties in the event of a dispute.

Latvia places considerable emphasis on protecting copyright in the digital environment. It is actively implementing the provisions of the EU Directive on Copyright in the Digital Single Market, thereby ensuring the effective protection of the rights of authors and other rights holders in the online context.

An important element of Latvia's contractual regulation of intellectual property is its case law, which helps unify the interpretation and application of IP contracts. Latvia demonstrates a consistent effort to strike a balance between the interests of rights holders and users of intellectual property, a principle that underpins the sustainable development of the creative industries.

In Italy, the system of contractual regulation in the field of intellectual property is based on both international treaties – such as the Berne Convention, Paris Convention, and TRIPS Agreement – and national laws that conform to EU standards. This legal framework governs the use, transfer, licensing, and protection of intellectual property rights within contractual relations. The primary legislative instruments include the Italian Civil Code (1942), the Industrial Property Code (Legislative Decree No. 30, 2005).

Italian law is grounded in the principle of freedom of contract, as established by the Italian Civil Code (1942). However, contractual freedom is subject to compliance with mandatory legal provisions. Licensing agreements, assignment agreements, and franchise agreements frequently require written form, and certain contracts – such as those involving the assignment of patents – must be registered with public authorities to be legally effective. Moral rights of authors, including the right to attribution and the right to protect the integrity of the work, are inalienable and cannot be transferred or waived. Contractual arrangements in the field of intellectual property typically provide for remuneration, which may be structured either as a fixed sum or as royalties – deductions from income generated by the exploitation of the IP object. A significant role in the management of copyright in Italy is played by the Società Italiana degli Autori ed Editori (SIAE), a collective management organisation that acts on behalf of authors to administer rights and conclude contracts.

Italy has dedicated courts for intellectual property disputes. Since 2003, the Tribunali delle Imprese (Commercial Courts) have heard IP contract and rights disputes as well as unfair competition cases. Milan, Rome, Naples, Turin, and Florence have these courts. Due to its highly specialised judges and significant amount of IP-related cases, the Milan Tribunal is known for its patent and trademark conflict expertise. However, conventional civil courts can handle copyright, small contractual, and other disputes without expert adjudication. Italian contract law governing intellectual property is influenced by national, European, and international legal traditions. This comprehensive system safeguards IP rights and facilitates commercialisation.

Germany, Italy, France, and Latvia's IP experiences can help Ukraine strengthen its IP law. These countries have excellent legal systems that meet modern economic and digital needs. These EU Member States' best practices could help Ukraine create a more modern, efficient, and EU-compliant intellectual property protection system. Such measures would boost creative sectors, innovation, and Ukraine's globalisation. A thorough assessment

of major legislative acts is needed to guarantee that Ukrainian intellectual property laws meet EU requirements. Modern rights protection measures, digital adaptation, and good author and rightholder interest management should be part of this process. Harmonise Law of Ukraine No. 2811-IX (2023) with Directive (EU) No. 2019/790 of the European Parliament and Council "On Copyright and Related Rights in the Digital Single Market" (2019). This would require clear standards for digital content use and stronger author rights safeguards online. Law of Ukraine No. 3687-XII (1994) should also be updated to comply with Regulation (EU) No. 2017/1001 of the European Parliament and Council "On the European Union Trade Mark (Codification)" (2017). This would help Ukraine fight counterfeit goods and streamline trademark registration.

Discussion

An intellectual property (IP) agreement is a contract between two or more parties that defines the rights and obligations of each party in relation to a specific intellectual property object. This may include copyrights, patents, trademarks, trade secrets, industrial designs, and other protected subject matter. Such agreements serve as the primary legal instrument for aligning the interests of rights holders (e.g., authors or patentees) and users (e.g., licensees or assignees).

According to research conducted by Naim and Chan (2024), it is crucial to adapt IP agreements to the evolving conditions of the digital economy. This includes regulating rights concerning digital content, artificial intelligence (AI), and blockchain technologies. Adapting intellectual property contracts to reflect the realities of the digital environment is an urgent task for Ukraine, particularly given the rapid pace of technological advancement. The use of digital content, AI systems, and blockchain technologies introduces new legal challenges that must be addressed through updated contractual practices. In Ukraine, there is currently no clear legal regulation regarding rights to works generated by AI. Therefore, contractual provisions must explicitly determine the rightful holder of copyright – whether it is the creator of the AI, the user of the system, or the development company. Clarity in this regard is essential to ensure legal certainty and to foster innovation in the digital economy.

According to the study by Grimaldi et al. (2020), it is essential to establish clear procedures for the monitoring and management of intellectual property (IP) agreements. Effective monitoring and control systems are crucial for the proper functioning of contractual relations in the IP sphere. These mechanisms help protect the rights of the parties, ensure adherence to contractual provisions, and minimise the risk of infringement. The authors note that the European Union has established efficient enforcement frameworks, including oversight by competition and IP authorities, to ensure compliance with IP agreements. In contrast, Ukraine's enforcement mechanisms require further development to guarantee adequate protection for the parties involved.

Recent EU judicial and regulatory developments show how digital IP disputes are handled. The EU Court of Justice assessed whether online-platform operators are liable for user copyright infringements in YouTube and Cyando (Court of Justice..., 2021a). In VG Bild-Kunst (Case C-392/19), the Court upheld contractual clauses mandating technological safeguards to prevent unlawful framing of protected works (Court of Justice..., 2021b).

These judgements show that contractual obligations, technological controls, platform duties, and judicial interpretation increasingly affect digital intellectual property regulation.

Because intellectual property contracts often involve secret economic information, technically complicated subject matter, and parties in various jurisdictions, alternative dispute resolution is important. Directive 2008/52/EC offers a general framework for cross-border civil and commercial mediation (European Parliament..., 2008), whereas the WIPO Mediation and Arbitration Rules specialise on IP and tech issues (World Intellectual..., 2021). These procedures may offer greater procedural flexibility, confidentiality, access to specialised decision-makers, and easier resolution of multi-jurisdictional issues than conventional litigation.

Recent EU law has increased digital intellectual property contract regulation. Regulation (EU) 2022/2065 (2022), the Digital Services Act, updates intermediary services and online platforms' requirements, including procedural mechanisms for unlawful digital material and intellectual property infringement (European Parliament..., 2022). Regulation (EU) 2024/1689 (2024), the Artificial Intelligence Act, mandates general-purpose AI model suppliers to implement copyright-compliant procedures and disclose model training content. Contracts for digital platforms, artificial intelligence systems, datasets, and online material cannot be managed merely by copyright assignment and license clauses. Ukrainian legal harmonisation should take these developments into account.

These regulatory disparities have major implications for cross-border licensing, assignment, technology transfer, franchising, and collaborative innovation. Higher harmonisation, unitary intellectual property rights, better judicial practise, and access to specialised courts promote contractual predictability in the EU. Therefore, parties can better appraise the rights granted, define enforcement measures, calculate litigation risks, and shape contractual remuneration. However, disparities in statutory interpretation, limited specialised judicial practise, and weaker enforcement procedures may increase legal due diligence and contract negotiating expenses in Ukraine. Businesses may need to specify ownership, territorial extent, permissible uses, registration, remuneration, confidentiality, liability, applicable law, and dispute resolution.

When negotiating with EU counterparties, Ukrainian writers, inventors, technology businesses, and other rightholders face these differences. Foreign partners may want additional warranties, indemnity agreements, ownership proof, or EU Member State legislation and jurisdiction due to legal uncertainties. This may raise transaction costs and weaken Ukrainian negotiating power. However, inadequate contractual provisions may lead to illegal use, royalty collection issues, employee-created intellectual property disputes, and barriers to commercialising patents, software, databases, trademarks, and creative works.

These disparities mean that formal conformity with Ukrainian law may not always be enough for Ukrainian companies to complete contracts in the EU. Thus, EU and national laws should be considered when drafting contracts, including author protection, industrial property rights registration, competition-law limits, and cross-border enforcement.

Harmonisation with EU standards would reduce transaction costs, strengthen contractual certainty, improve investment and technology transfer, and make Ukrainian intellectual property assets more attractive to European partners.

Conclusions

Legal evolution, integration into international treaties, and national specificities affect the parallels and variations in contractual IP law regulation in Ukraine and the EU. To standardise IP contractual regulation, most countries rely their regulatory frameworks on international agreements like the Paris Convention, Berne Convention, and TRIPS Agreement. Ukraine and EU Member States use universal contracts like franchise, licensing, and rights transfer agreements. Industrial property, copyright, and associated rights are protected by shared principles such written contracts, national authority registration, and trade secret protection.

While Ukraine's IP regulatory structure is evolving, it has not yet attained EU enforcement standards, where intellectual property is a vital economic asset. The EU's unitary rights, such as the trade mark and patent, simplify contractual connections among Member States. In addition, EU judicial practice and conflict settlement, especially in specialised courts, are much better than in Ukraine.

Ukraine is actively harmonising its IP laws with EU law, especially under the Association Agreement. This entails updating license and copyright laws and implementing current enforcement. More revisions are needed to improve contractual regulation. These reforms should establish IP courts, raise legal understanding and culture, and streamline administrative procedures.

In conclusion, contractual intellectual property law in Ukraine is gradually aligning with EU standards, although legislative, administrative, and judicial adjustments are needed. Ukraine can improve its international legal integration by studying EU nations' experiences. Integration will strengthen IP protection and boost innovation.

This analysis is limited by the regular revisions to EU and Ukrainian IP laws. This makes it difficult to establish consistent analysis criteria and may affect the research findings' long-term relevance. Access to several EU national legislative acts and their official translations into English or Ukrainian is limited.

Future research should examine how contractual regulation affects innovation-driven economic development, franchising and licensing agreements' financial viability, and legislative changes on the intellectual property market. These research fields will promote theoretical and practical IP regulation in Ukraine, especially in the context of European integration.

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