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CIVIL ASPECTS OF REGULATION OF COMMERCIAL CONCESSION AGREEMENTS

One of the legal institutions that owns a special place in the system of intellectual property rights is a contract of commercial concession.

Given that the contract of commercial concession is a new institute of civil law, there is a need for research prospects of practical application of the relevant provisions of the Civil Code, the problems of making and using these contracts.

According to the Civil Code of Ukraine, st. 1115 in commercial concession agreement one party (the holder) must give the other party (the user) for fee the right to use its complex of holder's rights to manufacture and (or) sale of certain products and provision of services. Contract of commercial concession should be in writing. Failure to comply with the written form of the contract entail its invalidity and such a contract is void.

Part 2 st. 1118 of the Civil Code of Ukraine provides that the contract of commercial concession should be registered by the state registration body with made holder's registration. But today, unfortunately, registration procedure of franchise agreements remained unregulated, this fact generates a need for the development and adoption of the regulation in the field of regulation of the contract. In order to regulate the registration procedure of franchise agreements it is necessary to develop and to adopt the regulation.

One of the problematic issues today is the question of civil liability for breach of obligations of commercial concession. Chapter 76 of the Civil Law of Ukraine "Commercial concession" does not have special rules that establish the mutual responsibilities of a commercial concession.