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*Khridochkin Andrii, Harmider Larisa, Lomakina Anastasia, Ivanova Marina***LEGAL REGULATION OF ISSUES CONCERNING THE DISPOSAL OF PROPERTY RIGHTS TO INTELLECTUAL PROPERTY OBJECTS OBTAINED UNDER A LICENSE AGREEMENT IN ENTREPRENEURIAL ACTIVITY****Ukrainian State University of Chemical Technology, Dnipro, Ukraine**

The article reveals the theoretical aspects of the essence of a license agreement for the disposal of intellectual property rights in entrepreneurial activity, considers the problems that arise in the process of using intellectual property objects on the basis of a license agreement, formulates theoretical conclusions and practical recommendations on this issue. The legal nature of a license agreement as a legal form of disposal of intellectual property rights in entrepreneurial activity is analyzed. The specific features of licenses that affect the design of the institution of using intellectual property rights in entrepreneurial activity are characterized. The methods of identifying the parties to a licensing relationship regarding the use of intellectual property rights in entrepreneurial activity are determined and systematized. The essence and features of the subject of a licensing agreement for the use of intellectual property rights in entrepreneurial activity are disclosed. Recommendations are proposed for the legislation of Ukraine in the field of intellectual property. It is proposed to change the content of Article 1109 of the Civil Code of Ukraine, where it is noted that the subject of a licensing agreement is a license to use an intellectual property right. It is proposed to make changes to Part 2 of Article 1110 of the Civil Code of Ukraine, where it is stipulated that the term for the start of use of an intellectual property right must be established in the licensing agreement only when an exclusive license is issued or if the amount of the license fee depends on the volume of use of the intellectual property right. Correctly formulated and established legal terminology for interpreting a license in intellectual property law, conditions of conclusion and types of license agreements are defined as a competitive advantage for innovative development in business. The proposed recommendations for determining the essential terms and methods of payment under license agreements would contribute to more transparent terms of licensing innovations in Ukraine and faster licensing of innovations by transnational companies and foreign investors.

Keywords: license agreement, licensor, licensee, license, intellectual property rights, intellectual property object, entrepreneurial activity, legal regulation, technology transfer.

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Introduction and statement of the problem

The process of managing property rights to intellectual property objects in business activities is mainly carried out in the form of contractual and legal relations, and, thus, the economic circulation of

these rights occurs indirectly. Intellectual capital both in Ukraine and around the world is constantly increasing, and therefore the mechanisms of legal regulation of economic and legal forms of managing property rights to intellectual property will certainly

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continue to become more diverse and more complex. At the same time, today there is a tendency to transfer the right to use objects of copyright and related rights free of charge to third parties for further processing, changing these objects or including them as a component part of other creative objects. In addition, in the economic circulation of property rights to intellectual property objects, one can also identify another stable trend, which consists in the fairly wide use of various types of license agreements, including those that are not provided for by current domestic legislation. At the same time, one of the most pressing problems at the current stage of development of economic relations is the problem of balancing the interests of right holders and users. Therefore, there is an urgent need to rethink not only the system of legal regulation of property rights to the results of intellectual, creative activity, but also the tasks of such regulation. Meanwhile, today the most common legal form of disposal of property rights of intellectual property in entrepreneurial activity remains license agreements, so their study as an important component of the specified system is due to the need to build the latter in such a way that the development of legal regulation of the innovation sphere takes place taking into account the domestic specifics, in which this system will be not only effective, but also fair, even if these goals are implemented with significant differences from the legal systems of other countries.

That is, the relevance of the chosen research topic is due, first of all, to the noticeable intensification of lawmaking in the field of intellectual property, which has gone through strengthening legal protection and expanding discretion, as convincingly demonstrated by attempts to include, for example, the institute of free licenses for intellectual property objects in the current legislation of Ukraine.

Analysis and research of publications

Intellectual property issues have repeatedly become the subject of research by scientists. We are talking about numerous works by domestic and foreign scientists, the authors of which are O. S. Voinikanis, O. I. Saveliev, S. O. Sereda, V. O. Slyshchenkov and O. E. Levin. Certain issues of using intellectual property objects under a license were the subject of scientific consideration in the works of V. I. Zhukov, O. V. Kokhanovskaya, O. A. Pidoprihora, O. O. Pidoprihora, R. B. Shyshka, V. I. Borisova, V. S. Drobyazko, R. V. Drobyazko, Yu. M. Kapitsa, O. P. Orlyuk, O. O. Shtefan, A. S. Shtefan, O. D. Svyatotsky, I. E. Yakubivsky and others. And taking into account the multifaceted nature of intellectual property relations, researchers also studied certain aspects of the circulation of intellectual property

rights (Yu. E. Atamanova, O. M. Vasilyeva, O. O. Gorodov, O. L. Makovsky, O. M. Melnyk, I. E. Tomarov, O. I. Kharitonova, etc.), legal aspects of intellectual property protection (O. D. Svyatotsky, I. I. Dakhno, O. A. Pidoprigora, Y. M. Kapitsa, etc.), certain aspects of the inheritance of intellectual property rights (E. P. Gavrylov, S. Mazurenko, R. O. Stefanchuk, E. O. Kharitonov, R. B. Shyshka, etc.), issues of regulating contractual relations in the field of intellectual activity (I. A. Bezklubiy, V. S. Dmytryshyna, V. M. Kravchuk, V. M. Kryzhna, O. O. Tverezenko, etc.). However, if we are talking about a license as a basis for the disposal of individual objects of intellectual property rights in entrepreneurial activity and its distinction from a license agreement, then this issue still remains debatable. And due to the fact that in Ukraine the problem of using a license agreement as a form of disposal of intellectual property rights in entrepreneurial activity is relevant, but insufficiently studied, there is a need to conduct a separate study.

The purpose of the article

Identification of the main problems of building a modern system of legal support for the process of disposing of property rights to intellectual property objects obtained under a license agreement in entrepreneurial activity, as well as the content of legal forms of behavioral opportunities of business entities and substantiation of relevant proposals for improving domestic legislation.

Presenting main material

According to Art. 41 of the Constitution of Ukraine, every citizen has the right to own, use and dispose of the results of his own intellectual, creative activity, and one of the main forms of technology transfer, that is, granting the right to use the results of intellectual, creative activity to other business entities, is licensing. That is, the use of an object of intellectual property rights by another person is carried out with the permission of the subject of intellectual property rights, which has the exclusive right to allow the use of the object of intellectual property rights, except for cases of lawful use without such permission, provided for by current legislation. The terms of granting permission to use the object of intellectual property rights are determined by agreements on the disposal of intellectual property rights, which may be transferred in accordance with the legislation in whole or in part to other persons. The granting is carried out by the interested parties concluding a license (license agreement) - a legal document on the basis of which one individual or legal entity (licensor), which has the exclusive property right to allow the use of an object of intellectual property rights (invention, industrial design, utility model, trademark, etc.),

i.e., grants another person (licensee) a written authorization - the right, under certain conditions, to use the object of intellectual property rights, the rights to which are registered.

In legal doctrine, a license to use an intellectual property right was proposed to be understood as a written authorization issued by the licensor to another person (licensee), which grants him the right to use this object in a certain limited area. But in practice, confusion often arises due to a misunderstanding of the meaning of the word “license” in relation to intellectual property rights, which requires terminological differentiation of “license” in the sense of understanding property copyrights from other documents and acts with the same name. The concept of “license” in relation to the exchange of intellectual property objects, the exclusive rights to use of which belong to their owners, is of particular importance due to the peculiarities of their consumer properties in the process of circulation on the market as a commodity [1, pp. 37-38].

The legislator’s separation of the concepts of “license” and “license agreement” has also been criticized in the legal literature. Thus, D. Shmatkov believes that the difference between a license and a license agreement is that a license is a document that allows the licensee to use an object of industrial property in a certain limited area and can exist regardless of the presence of a license agreement, while the subject of a license agreement is a license for the right to use the licensee’s intellectual property object on terms determined by mutual agreement of the parties, taking into account the requirements of the Civil Code of Ukraine and other laws [2, p. 14]. D. Pozova emphasizes that a license is not a separate type of agreement applied in the specified area, but acts as a category similar to the concept of “issuance of a power of attorney”, the essence of which is to grant a certain person the authority to act in a certain way [3, p. 76]. In fact, it is difficult to imagine the existence of a license that is completely unrelated to the agreement between the parties [4, p. 43]. For these reasons, the author believes that it seems more justified to consider a license to use an intellectual property right as an integral part of a license agreement, which, in fact, acts not only as a legal form of disposal of intellectual property rights, but also as a basis for the transformation of creative (author’s) legal relations of intellectual property.

So, in accordance with the current domestic legislation, a license to use an object of intellectual property rights is understood as the granting by the owner of this right in the established manner and under certain conditions of the property right belonging

to him to use the object of intellectual property rights to another individual or legal entity. And based on this understanding of a license to use an object of intellectual property rights, a written authorization can be issued for any object of intellectual property rights. Thus, unlike other legislative acts on intellectual property issues, as well as the dominant position in civil law science that a license can be applied only to the results of scientific and technical creativity and commercial designations, as they are defined in the Paris Convention for the Protection of Industrial Property, Article 1108 of the Civil Code of Ukraine (hereinafter referred to as the Civil Code) expanded the meaning of this concept, extending it to other intellectual property rights objects, including copyright objects and related rights. These provisions fully comply with the special legislation of Ukraine on intellectual property issues (Article 49 of the Law of Ukraine “On Copyright and Related Rights” [5]).

Based on the content of Part 1 of Article 1108 of the Civil Code of Ukraine, the legislator has determined only certain features of a license. The parties to a license are the licensor - a person who has the exclusive property right to allow the use of an object of intellectual property rights and who grants permission for its use to another person, and the licensee - a person to whom this right is granted. The features of a license, which are defined in the commented norm, should also include its form - the license must be drawn up in writing. The legislator associates other conditions for granting a license for the use of objects of intellectual property rights with certain types of licenses.

According to Part 2 of Article 1108 of the Civil Code of Ukraine, a license to use an intellectual property right may be drawn up as a separate document or be part of a license agreement [6]. The legislation does not contain any instructions on the specifics of the design and content of a license as a separate agreement or as part of a license agreement. But in any case, licenses are issued on the terms agreed upon by the parties. As a rule, the license determines the territory to which it applies, the terms of its validity, and the method of using the granted rights. These conditions should be considered essential terms of the license. Their definition gives the licensor the opportunity to develop a strategy for using the intellectual property right with the best effect for itself. Licenses can be issued on a paid or free basis, which must also be determined in the agreement of the parties.

The scope of the transferred rights, which are provided for by the license for the use of the object of intellectual property rights, depends on the selected type of license. According to the conditions

characterizing the content of the transferred rights, an exclusive, single and non-exclusive license is distinguished. There may also be other licenses, the content of which does not contradict the current legislation. Thus, Art. 1108 of the Civil Code of Ukraine does not contain an exhaustive list of types of licenses. At the same time, the legislation establishes requirements for licenses other than those defined in Art. 1108 of the Civil Code of Ukraine: they must not contradict the current legislation. This means that the parties have the right to conclude an agreement

(a license is defined in Art. 1107 of the Civil Code of Ukraine as an agreement), which is not provided for by acts of civil legislation, but complies with the general principles of civil legislation (Part 1 of Art. 6 of the Civil Code of Ukraine).

Depending on the scope of rights transferred to the licensee, the legislation distinguishes the following types of agreements: exclusive license agreement, single license agreement and non-exclusive license agreement. The content and characteristics of these concepts are given in Table 1.

Table 1

Topology and essential characteristics of the concept of “license” for the use of an intellectual property object

License type	Economic and legal characteristics of the content of property rights	
	Scope of licensor's rights	Scope of licensee's rights
1	2	3
Exclusive license	The licensor does not have the right to issue an additional license to other persons and independently use what the exclusive license has been issued for. The licensor reserves the right to use the subject matter of the agreement in the part not transferred under the agreement	The licensee receives an exclusive right to use the object of the agreement in a certain field
Full license	The licensor retains only the formal right to the intellectual property object, and all property rights certified by the protection document are transferred to the licensee	The licensee receives the right to exclusively use the object of intellectual property rights
Non-exclusive license	The licensor retains all rights arising from the copyright, including the right to sell the license to other persons	The right to use the object of intellectual property rights
Single license	The right to use an intellectual property right in a certain area (in a certain territory)	The right to use an intellectual property right in a certain area (in a certain territory)
	Monopoly use of the intellectual property right is shared between the licensor and the licensee, with neither party having the right to grant sublicenses to third parties.	
Open license	The licensor grants permission to use the intellectual property right for an annual fee for maintaining the validity of the protection document	It is not a license agreement for the use of an intellectual property right, but only a payment agreement
Compulsory license	Use of a patented invention (utility model) without the consent of the patent owner under certain specific circumstances. The scope and duration of such use are determined by the purpose of the granted permission. A notification is sent to the patent owner about the granting of permission to use the invention (utility model). The permission to use is revoked if the circumstances due to which it was granted cease to apply	
Package license	Contains new and outdated technology in order to increase the cost of the license, which does not exclude the possibility of transferring the right to use several current intellectual property rights that are related to each other	
Comprehensive license		The licensee receives the right to use the results of scientific and technical creativity or commercial designations, the rights to which are certified by protection documents or not (various types of know-how)

Continued Table

1	2	3
Compulsory license	The right holder is obliged to grant a license to use the object of intellectual property rights to the right holder of a later issued protection document if the object of intellectual property rights of the latter is intended to achieve a different purpose or has significant technical and economic advantages and cannot be used without violating the rights of the first right holder	The owner of a security document that was issued later has the right to demand from the owner of a previously issued security document permission to use his intellectual property right object on contractual terms
	The use of an intellectual property right object by the rightholder is impossible due to the fact that this object uses an intellectual property right object, the rights to which belong to the first rightholder. The same applies to another situation, if the rightholder of a later issued protection document has improved the intellectual property right object of the rightholder of a previously issued protection document (Part 2 of Article 30 [7] and Part 2 of Article 23 [8])	
Cross-license	It is used in cases where partners cannot help but infringe each other's rights, as well as in cases where taxes on royalties are high. When the terms of cross-licensing take the form of exclusivity or a monopoly position in the market, it may fall under antitrust legislation, which has its own characteristics in different countries	
Sublicense	The licensor will be the person who was the licensee in the original agreement, and the licensee under the sublicense agreement will be the person to whom the sublicense is granted. The scope of rights under the sublicense agreement is determined by the scope of rights provided for in the original license agreement and cannot exceed them	The licensee may issue a written authorization to use the intellectual property right object to another person if he has the licensor's consent in writing

The peculiarity of an exclusive license will be that the licensor will not be able to use its rights in a certain territory, for example, to export its products or transfer rights to third parties within certain periods and in certain territories. Sometimes exclusivity can be determined in relation to the type of activity of each party, for example, the licensee is granted an exclusive right only to sell products. Due to the peculiarities of an exclusive license, a situation may arise when the owner of an intellectual property right may issue several exclusive licenses for one object of this right.

A type of exclusive license agreement is a full license. This agreement differs from the transfer (alienation) of rights to an intellectual property right object only in that the subject of intellectual property rights retains a formal right to the intellectual property right object for the term of the full license agreement, after which the licensor again becomes the holder of the entire complex of intellectual property rights to the relevant intellectual property right object. A full license, which is issued for the entire term of the protection document for an intellectual property right object, is equivalent in economic terms to the transfer of rights to this object. However, from a legal point of view, there is a significant difference between a license and a transfer of rights. If, for example, under a contract of transfer of rights, the assignee is obliged to

pay certain payments to the rightholder, then failure to make the next payment gives rise to the rightholder only the right to demand payment of certain amounts of money, but does not entail the restoration of his right to the object of intellectual property rights. At the same time, failure by the licensee to make the next payment under the contract may entail the termination of the license agreement.

A non-exclusive license differs from an exclusive license in that the licensor has the ability to issue licenses to third parties in the same territory and to the same extent as stipulated in the non-exclusive license agreement between the licensor and the licensee.

In licensing practice, there are frequent cases when the agreement may contain the terms of both an exclusive and a non-exclusive license. For example, under the license agreement, the licensor has granted the licensee the exclusive right to manufacture products under the license in a certain territory and the non-exclusive right to sell these products. This means that within the territory, no one except the licensee has the right to manufacture products under the license, but the right to sell products in this territory belongs to both the licensee and the licensor or other licensees.

A single license is a license issued to only one licensee and excludes the possibility of the licensor issuing licenses to other persons for the use of the

intellectual property right object in the sphere limited by this license, but does not exclude the possibility of the licensor using this object in the specified sphere. This type of license is a derivative of an exclusive license.

The choice of the type of license depends on the market size and the intellectual property right object itself:

- a non-exclusive license is granted, as a rule, when there is a demand for products manufactured under the license, and the presence of several licensees will not interfere with its implementation;

- an exclusive license is granted when the market for the sale of intellectual property right objects has a limited scope of use;

- a full license is granted very rarely, as a rule, for new fundamental developments that require significant financial costs, a long implementation period, as well as for objects in one highly monopolized industry.

In order to improve the innovation climate in the country and stimulate the process of technology transfer, the legislation of Ukraine provides for the possibility of issuing an open license (Table 1). This is a statement by an intellectual property right holder who is the owner of a security document, which is submitted to the State Department for official publication and expresses the will of the intellectual property right holder to grant any person permission to use the intellectual property right object (invention, utility model, industrial design). A person who has expressed a desire to use the specified permission concludes with the intellectual property right holder not a license to use the intellectual property right object, but only a payment agreement. In order to encourage the owner of security documents to grant open licenses, the annual fee for maintaining the validity of the security document is reduced by fifty percent from the year following the publication of such a statement. An application for an open license in Ukraine is not irrevocable. This means that if no one wants to use an open license, the copyright holder can file a petition to revoke it.

The dynamics of innovation development, the intensity and efficiency of the innovation process are negatively affected by the passive behavior of rightholders. In order to overcome the inertia of rightholders, which leads to non-use or improper use of intellectual property rights (inventions, utility models, industrial designs, trademarks), the legislation of Ukraine provides for the issuance of a compulsory license (Table 1) for their use. The administrative procedure is applied if public interests and national security interests require it. In this case, the Cabinet of Ministers of Ukraine has the right to allow the use

of a patented invention (utility model) to a person specified by it without the consent of the patent owner if the latter has unreasonably refused to issue a license to the specified person to use the invention (utility model). A notification is sent to the patent owner about the granting of a license to use the invention (utility model). The license to use is canceled if the circumstances due to which it was issued cease to apply. The patent owner is paid adequate compensation in accordance with the economic value of the invention (utility model) [9]. Two conditions are required for the granting of a compulsory license: non-use or insufficient use without good reason of the object of intellectual property rights for three years and the refusal of the right holder to voluntarily conclude a license agreement.

World practice has also developed other types of licenses for the use of intellectual property rights: these are package, complex cross-license and sublicense. A more detailed description and characteristics of them are given in Table 1. Such a detailed consideration of the types of licenses is aimed at developing proposals for improving legal support and innovative development of entrepreneurial activity. After all, for a long time this process was hampered by certain factors.

A careful study of foreign practice and scientific research shows that in the context of the outlined issues of legal characteristics and economic and legal content of the concepts of «license» and «license agreement», other perspectives of the licensing problem are also actively discussed. To a greater extent, this concerns the choice of a strategy for licensing intellectual property rights with maximum consideration of the economic interests of all interested agents: the owner of the intellectual property right, the national brand, the consumer and the manufacturer [10-12].

The issue of disposing of intellectual property rights for the owner is often posed as a choice between selling and licensing an innovation (product). The patent owner chooses the appropriate strategy depending on the type of competition in the industry: by volume or by price. The choice of a technology transfer or licensing strategy is determined by a complex function L with the parameters of the economic system according to the industry affiliation of the innovation [10]

$$L = f(x_1; x_2; x_3; x_4; x_5; x_6; x_7; x_8; x_9) \quad (1)$$

where x_1 – consumer preference parameter;

x_2 – product quality parameter;

x_3 – scale of innovation;

x_4 – aggregate demand for the product depending on quality;

x_5 – production volume and product price;
 x_6 – method of payment for the license: fixed payment or royalty;
 x_7 – expected profit of the licensee;
 x_8 – aggregate consumer surplus;
 x_9 – other economic parameters.

According to the analysis of model (1) by the authors [10], it is proved that licensing is an economically more profitable way of transferring an innovation to the production sector than selling an innovation. Direct sale with subsequent licensing by the successor is more profitable in a very small range of parameters, where the innovation is an improvement, and the manufactured product has close substitutes [11].

Patent licensing strategies also differ in the terms of collecting royalties: either from the price of the product or from the price of components. In this case, the choice and economic justification of the royalty base regulates competition among suppliers of components and manufacturers of the product [12].

The economic and legal aspects of commercial use of intellectual property rights are directly related to the issues of protecting these objects. In developed economies, the legal protection of intellectual property acquires signs of a certain unification and standardization. Jurisdictional consistency in the consideration of intellectual property issues in different countries is possible with the introduction of the so-called “judicial convictions” [13]. This refers to the rules and principles of consistent application and interpretation of legal norms, enshrined in the practice of patent courts. The specified legal doctrine should reduce the complexity of the field of intellectual property rights, contribute to its greater clarity and justification of judicial decisions on the consideration of new cases.

It is traditionally believed that weak regimes of protection and legal regulation of intellectual property rights complicate the diffusion of innovations and innovative activities in entrepreneurship. And this, to some extent, could explain the situation with the problematic diffusion of innovations in the Ukrainian economy. However, recent scientific research on the activities of multinational companies in developing countries refutes this point of view [14]. Weak regimes of protection of intellectual property rights can provide more flexible access to external technologies and facilitate the exchange of knowledge through the hiring of local personnel in the field of research and development. In such developing economies, business negotiations on licensing proceed more quickly, and the terms of license contracts are less strict. In this context, the speed of knowledge integration and adaptation becomes more important than legal

protection, which allows transnational companies and foreign investors to introduce innovations faster.

Summing up the above, we note that a clearly established and understandable legal terminology for interpreting the content of a license in intellectual property law and taking into account the specifics of license agreements will contribute to a more active process of licensing innovations in Ukraine.

Conclusions

The paper examines the legal nature and economic content of the concepts of “license” and “license agreement” for the use of an intellectual property object in entrepreneurial activity. In the case of a license as a separate document, the licensor’s will is sufficient to grant the rights to use the result of creativity to another person. The licensee’s consent is not required in this case. However, if the license is part of another agreement, granting it legal force requires the will of both parties to the agreement. Based on the fact that we consider perfect legislation to be an effective regulator of the innovative development of entrepreneurship, the following recommendations are proposed for the legislation of Ukraine in the field of intellectual property.

It would be advisable to clearly establish in a special legislative act the main types of license agreements, which would allow counterparties to be more specific and take into account their interests when concluding such an agreement. It is proposed to change the content of Article 1109 of the Civil Code of Ukraine, where it is noted that the subject of a license agreement is a license to use an object of intellectual property rights. In addition, not all of the terms of a license agreement specified in Article 1109 of the Civil Code of Ukraine are essential. In our opinion, the essential terms of a license agreement, which are necessary for agreements of this type, are the condition on the subject of the agreement (license to use an object of intellectual property rights) and the condition on the fee for using an object of intellectual property rights (amount, procedure and terms of payment of the fee). In our opinion, it is inappropriate to establish in a license agreement the term for the start of use of an object of intellectual property rights. It is proposed to make changes to Part 2 of Article 1110 of the Civil Code of Ukraine, which stipulates that the term for the start of use of an intellectual property right object should be established in the license agreement only when issuing an exclusive license or if the amount of the license fee depends on the volume of use of the intellectual property right object. Failure by the licensee to use the intellectual property right object during the term of the license agreement should be considered as a

breach of contract with legal consequences provided for by law.

The above recommendations for determining the essential terms and methods of payment under license agreements would contribute to more transparent terms of licensing innovations in Ukraine. This would also provide all the relevant advantages of the legal regime for the protection and use of intellectual property rights for more active promotion of innovations by transnational companies and foreign investors.

REFERENCES

1. Dmytryshyn, V. S. (2021). Aktualni pytannia rozvytku pravovidnosyn litsenzuvannia prav na obiekty intelektualnoi vlasnosti [Current issues of development of legal relations of licensing of rights to intellectual property objects]. *Nove ukrainske pravo – New Ukrainian Law*, 3, 35-40. DOI: <https://doi.org/10.51989/NUL.2021.3.5> [in Ukrainian].
2. Shmatkov, D. (2023). Litsenziini dohovory na vykorystannia intelektualnoi vlasnosti korystuvachiv na tsyfrovomu rynku [License agreements for the use of users' intellectual property in the digital marketplace]. *Pravo ta innovatsiine suspilstvo – Law and innovative society*, 2, 10-20. DOI: [https://doi.org/10.37772/2309-9275-2023-2\(21\)-1](https://doi.org/10.37772/2309-9275-2023-2(21)-1) [in Ukrainian].
3. Pozova, D. (2016). Umovy onlain-litsenzuvannia vykorystannia obektiv prava intelektualnoi vlasnosti [Terms of online licensing of intellectual property rights]. *Yurydychnyi visnyk – Legal Bulletin*, 4, 74-81 [in Ukrainian].
4. Polyvach, Ye. Yu. (2020). Dohovirni mekhanizmy stvorennia ta rozporiadzhennia pravamy intelektualnoi vlasnosti na kompiuterni prohramy. [Contractual mechanisms for the creation and management of intellectual property rights in computer programs]. *Naukovyi visnyk publichnoho ta pryvatnoho prava – Scientific Bulletin of Public and Private Law*, 6(2), 42-47. DOI: <https://doi.org/10.32844/2618-1258.2020.6-2.8> [in Ukrainian].
5. Pro avtorske pravo i sumizhni prava : Zakon Ukrainy vid 1 hrudnia 2022 roku № 2811-IX [On copyright and related rights: Law of Ukraine of December 1, 2022. № 2811-IX]. *zakon.rada.gov.ua*. Retrieved from <https://zakon.rada.gov.ua/laws/show/2811-20#n669>. [in Ukrainian].
6. Tsyvilnyi kodeks Ukrainy : pryiniaty 16 Jan. 2003 roku № 435-IV [Civil Code of Ukraine: Law of Ukraine dated January 16, 2003 №. 435-IV]. *zakon.rada.gov.ua*. Retrieved from <http://www.zakon.rada.gov.ua/go/435-15> [in Ukrainian].
7. Pro okhoronu prav na vynakhody i korysni modeli : Zakon Ukrainy vid 15 hrudnia 1993 roku [On the Protection of Rights to Inventions and Utility Models: Law of Ukraine of December 15, 1993]. *zakon.rada.gov.ua*. Retrieved from <http://www.zakon.rada.gov.ua/go/3687-12> [in Ukrainian].
8. Pro okhoronu prav na promyslovi zrazky : Zakon Ukrainy vid 15 hrudnia 1993 roku № 3688-XII [On the Protection of Industrial Design Rights: Law of Ukraine of December 15, 1993 №. 3688-XII.]. *zakon.rada.gov.ua*. Retrieved from <http://www.zakon.rada.gov.ua/go/3688-12> [in Ukrainian].
9. Pro zatverdzhennia Poriadku nadannia Kabinetom Ministriv Ukrainy dozvolu na vykorystannia zapatentovanoho vynakhodu (korysnoi modeli) chy zareiestrovanoi topohrafiy intehranoi mikroskhemy : Postanova Kabinetu Ministriv Ukrainy vid 14 sichnia 2004 roku № 8 [On approval of the Procedure for granting permission by the Cabinet of Ministers of Ukraine to use a patented invention (utility model) or a registered topography of an integrated circuit: Resolution of the Cabinet of Ministers of Ukraine dated January 14, 2004 № 8.]. *zakon.rada.gov.ua*. Retrieved from <http://www.zakon.rada.gov.ua/laws/show/8-2004-n>. [in Ukrainian].
10. Antelo, M., & Bru, L. (2026). Sale versus licensing of a quality-enhancing innovation by an outside patentholder. *International Review of Economics and Finance*, 108, 105250. DOI: <https://doi.org/10.1016/j.iref.2026.105250> [in English].
11. Antelo, M., & Bru, L. (2026). Sale versus licensing of a cost-reducing innovation by an outside patentholder. *Economic Modelling*, 155, 107422. DOI: <https://doi.org/10.1016/j.econmod.2025.107422> [in English].
12. Zhang, Q., Zhang, J., Wang, D., Zhang, Y., & Ma, C. (2025). Supplier encroachment and patent licensing strategy in technology-intensive supply chains. *Journal of Management Science and Engineering*, 10, 1-17. DOI: <https://doi.org/10.1016/j.jmse.2024.08.001> [in English].
13. Zipf, M., Gluckler, J., Lazega, E., & Hoffmann, J. (2025). Geography of Patent Law: An Institutional Model of Variation and Convergence of Judicial Beliefs. *Geoforum*, 166, 104427. DOI: <https://doi.org/10.1016/j.geoforum.2025.104427> [in English].
14. Hong, J., Borah, D., & Massini, S. (2026). Do weak intellectual property rights regimes affect foreign multinational firms' technology exploration? The moderating role of function-related and location-related experience. *Research Policy*, 55, 105427. DOI: <https://doi.org/10.1016/j.respol.2026.105427> [in English].

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ПРАВОВЕ РЕГУЛЮВАННЯ ПИТАНЬ ЩОДО РОЗПОРЯДЖЕННЯ МАЙНОВИМИ ПРАВАМИ НА ОБ'ЄКТИ ІНТЕЛЕКТУАЛЬНОЇ ВЛАСНОСТІ, ОДЕРЖАНИМИ ЗА ЛІЦЕНЗІЙНОЮ УГОДОЮ В ПІДПРИЄМНИЦЬКІЙ ДІЯЛЬНОСТІ

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У статті розкриті теоретичні аспекти сутності ліцензійної угоди на розпорядження майновими правами інтелектуальної власності в підприємницькій діяльності, розглянуті проблеми, що виникають в процесі використання об'єктів інтелектуальної власності на підставі ліцензійної угоди, сформульовані теоретичні висновки і практичні рекомендації з цього питання. Проаналізована правова природа ліцензійної угоди як юридичної форми розпорядження майновими правами інтелектуальної власності в підприємницькій діяльності. Охарактеризовані видові особливості ліцензій, що впливають на конструкцію інституту використання об'єктів майнових прав інтелектуальної власності в підприємницькій діяльності. Визначені та систематизовані способи ідентифікації сторін ліцензійного правовідношення стосовно використання об'єктів майнових прав інтелектуальної власності в підприємницькій діяльності. Розкриті сутність та особливості предмету ліцензійної угоди на використання об'єктів майнових прав інтелектуальної власності в підприємницькій діяльності. Запропоновано рекомендації в законодавство України в сфері інтелектуальної власності. Пропонується змінити зміст ст. 1109 ЦК України, де зазначити, що предметом ліцензійного договору є ліцензія на використання об'єкта права інтелектуальної власності. Пропонується зробити зміни у ч.2 ст.1110 ЦК України, де закріпити, що термін початку використання об'єкта права інтелектуальної власності потрібно встановлювати в ліцензійній угоді лише при видачі виключної ліцензії або якщо розмір ліцензійної плати залежить від обсягу використання об'єкта права інтелектуальної власності.

Коректно сформульована та усталена юридична термінологія з трактування ліцензії в праві інтелектуальної власності, умов укладення і видів ліцензійних договорів визначається як конкурентна перевага інноваційного розвитку в підприємницькій діяльності. Запропоновані рекомендації з визначення істотних умов і способів оплати за ліцензійними угодами сприяли б більш прозорим умовам ліцензування інновацій в Україні та більш швидкому ліцензування інновацій з боку транснаціональних компаній та іноземних інвесторів.

Ключові слова: ліцензійна угода, ліцензіар, ліцензіат, ліцензія, майнові права інтелектуальної власності, об'єкт інтелектуальної власності, підприємницька діяльність, правове регулювання, трансфер технологій.

LEGAL REGULATION OF ISSUES CONCERNING THE DISPOSAL OF PROPERTY RIGHTS TO INTELLECTUAL PROPERTY OBJECTS OBTAINED UNDER A LICENSE AGREEMENT IN ENTREPRENEURIAL ACTIVITY

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The article reveals the theoretical aspects of the essence of a license agreement for the disposal of intellectual property rights in entrepreneurial activity, considers the problems that arise in the process of using intellectual property objects on the basis of a license agreement, formulates theoretical conclusions and practical recommendations on this issue. The legal nature of a license agreement as a legal form of disposal of intellectual property rights in entrepreneurial activity is analyzed. The specific features of licenses that affect the design of the institution of using intellectual property rights in entrepreneurial activity are characterized. The methods of identifying the parties to a licensing relationship regarding the use of intellectual property rights in entrepreneurial activity are determined and systematized. The essence and features of the subject of a licensing agreement for the use of intellectual property rights in entrepreneurial activity are disclosed. Recommendations are proposed for the legislation of Ukraine in the field of intellectual property. It is proposed to change the content of Article 1109 of the Civil Code of Ukraine, where it is noted that the subject of a licensing agreement is a license to use an intellectual property right. It is proposed to make changes to Part 2 of Article 1110 of the Civil Code of Ukraine, where it is stipulated that the term for the start of use of an intellectual property right must be established in the licensing agreement only when an exclusive license is issued or if the amount of the license fee depends on the volume of use of the intellectual property right. Correctly formulated and established legal terminology for interpreting a license in intellectual property law, conditions of conclusion and types of license agreements are defined as a competitive advantage for innovative development in business. The proposed recommendations for determining the essential terms and methods of payment under license agreements would contribute to more transparent terms of licensing innovations in Ukraine and faster licensing of innovations by transnational companies and foreign investors.

Keywords: license agreement, licensor, licensee, license, intellectual property rights, intellectual property object, entrepreneurial activity, legal regulation, technology transfer.

REFERENCES

1. Dmytryshyn, V. S. (2021). Aktualni pytannia rozvytku pravovidnosyn litsenzuvannia prav na obiekty intelektualnoi vlasnosti [Current issues of development of legal relations of licensing of rights to intellectual property objects]. *Nove ukrainske pravo – New Ukrainian Law*, 3, 35-40. DOI: <https://doi.org/10.51989/NUL.2021.3.5> [in Ukrainian].
2. Shmatkov, D. (2023). Litsenziini dohovory na vykorystannia intelektualnoi vlasnosti korystuvachiv na tsyfrovomu rynku [License agreements for the use of users' intellectual property in the digital marketplace]. *Pravo ta innovatsiine suspilstvo – Law and innovative society*, 2, 10-20. DOI: [https://doi.org/10.37772/2309-9275-2023-2\(21\)-1](https://doi.org/10.37772/2309-9275-2023-2(21)-1) [in Ukrainian].
3. Pozova, D. (2016). Umovy onlain-litsenzuvannia vykorystannia obektiv prava intelektualnoi vlasnosti [Terms of online licensing of intellectual property rights]. *Yurydychnyi visnyk – Legal Bulletin*, 4, 74-81 [in Ukrainian].
4. Polyvach, Ye. Yu. (2020). Dohovirni mekhanizmy stvorennia ta rozporiadzhennia pravamy intelektualnoi vlasnosti na kompiuterni prohramy. [Contractual mechanisms for the creation and management of intellectual property rights in computer programs]. *Naukovyi visnyk publichnogo ta pryvatnoho prava – Scientific Bulletin of Public and Private Law*, 6(2), 42-47. DOI: <https://doi.org/10.32844/2618-1258.2020.6-2.8> [in Ukrainian].
5. Pro avtorske pravo i sumizhni prava : Zakon Ukrainy vid 1 hrudnia 2022 roku № 2811-IX [On copyright and related rights: Law of Ukraine of December 1, 2022. № 2811-IX]. *zakon.rada.gov.ua*. Retrieved from <https://zakon.rada.gov.ua/laws/show/2811-20#n669>. [in Ukrainian].
6. Tsyvilnyi kodeks Ukrainy : pryiniaty 16 Jan. 2003 roku № 435-IV [Civil Code of Ukraine: Law of Ukraine dated January 16, 2003 №. 435-IV]. *zakon.rada.gov.ua*. Retrieved from <http://www.zakon.rada.gov.ua/go/435-15> [in Ukrainian].
7. Pro okhoronu prav na vynakhody i korysni modeli : Zakon Ukrainy vid 15 hrudnia 1993 roku [On the Protection of Rights to Inventions and Utility Models: Law of Ukraine of December 15, 1993]. *zakon.rada.gov.ua*. Retrieved from <http://www.zakon.rada.gov.ua/go/3687-12> [in Ukrainian].
8. Pro okhoronu prav na promyslovi zrazky : Zakon Ukrainy vid 15 hrudnia 1993 roku № 3688-XII [On the Protection of Industrial Design Rights: Law of Ukraine of December 15, 1993 №. 3688-XII.]. *zakon.rada.gov.ua*. Retrieved from <http://www.zakon.rada.gov.ua/go/3688-12> [in Ukrainian].
9. Pro zatverdzhennia Poriadku nadannia Kabinetom Ministriv Ukrainy dozvolu na vykorystannia zapatentovanoho vynakhodu (korysnoi modeli) chy zareiestrovanoi topohrafii intehralnoi mikroskhemy : Postanova Kabinetu Ministriv Ukrainy vid 14 sichnia 2004 roku № 8 [On approval of the Procedure for granting permission by the Cabinet of Ministers of Ukraine to use a patented invention (utility model) or a registered topography of an integrated circuit: Resolution of the Cabinet of Ministers of Ukraine dated January 14, 2004 № 8.]. *zakon.rada.gov.ua*. Retrieved from <http://www.zakon.rada.gov.ua/laws/show/8-2004-p>. [in Ukrainian].
10. Antelo, M., & Bru, L. (2026). Sale versus licensing of a quality-enhancing innovation by an outside patentholder. *International Review of Economics and Finance*, 108, 105250. DOI: <https://doi.org/10.1016/j.iref.2026.105250> [in English].
11. Antelo, M., & Bru, L. (2026). Sale versus licensing of a cost-reducing innovation by an outside patentholder. *Economic Modelling*, 155, 107422. DOI: <https://doi.org/10.1016/j.econmod.2025.107422> [in English].
12. Zhang, Q., Zhang, J., Wang, D., Zhang, Y., & Ma, C. (2025). Supplier encroachment and patent licensing strategy in technology-intensive supply chains. *Journal of Management Science and Engineering*, 10, 1-17. DOI: <https://doi.org/10.1016/j.jmse.2024.08.001> [in English].
13. Zipf, M., Gluckler, J., Lazega, E., & Hoffmann, J. (2025). Geography of Patent Law: An Institutional Model of Variation and Convergence of Judicial Beliefs. *Geoforum*, 166, 104427. DOI: <https://doi.org/10.1016/j.geoforum.2025.104427> [in English].
14. Hong, J., Borah, D., & Massini, S. (2026). Do weak intellectual property rights regimes affect foreign multinational firms' technology exploration? The moderating role of function-related and location-related experience. *Research Policy*, 55, 105427. DOI: <https://doi.org/10.1016/j.respol.2026.105427> [in English].