THE CONTENT AND DISTINCTIVE FEATURES OF THE LEGAL REGULATION OF TRADEMARK LICENSING AGREEMENTS

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As competition intensifies in contemporary commercial relations, trademarks are becoming increasingly important as a means of distinguishing goods. Unlike a trade name, which serves to identify a legal entity, a trademark distinguishes the goods of one undertaking from those of others. Products marketed under a widely recognised and extensively advertised trademark generally enjoy greater consumer confidence due to the recognition of the mark and its established association with a particular manufacturer.

Legal scholarship recognises that exclusive rights are generally disposed of through specific types of agreements whose subject matter consists of the exclusive rights themselves. Two principal categories of such agreements are distinguished: agreements on the assignment of exclusive rights and licensing agreements. Both are characteristic of intellectual property law [1].

The economic value of a trademark is realised through various civil-law mechanisms governing the disposition of exclusive rights, among which licensing agreements occupy a particularly significant position.

Pursuant to Article 1034 of the Civil Code of the Republic of Uzbekistan, the holder of economic rights in a result of intellectual activity or a means of individualisation has the exclusive right to use the relevant intellectual property subject matter lawfully, at their discretion, in any form and by any means. Other persons may use intellectual property protected by an exclusive right only with the authorisation of the right holder.

As emphasised in the Commentary on the Civil Code of the Republic of Uzbekistan, intellectual property is intangible in nature: it cannot be physically possessed and may be used simultaneously by an unlimited number of persons. Consequently, unlike ownership of tangible property, an exclusive intellectual property right does not encompass the power of physical possession. Instead, the lawful use of the protected subject matter by third parties depends on the consent of the right holder. Such consent must be expressed clearly and unequivocally, preferably in writing; the right holder's silence cannot be construed as consent [2]. The most common means of granting such consent is a licensing agreement, as provided for in Article 1036 of the Civil Code. This reflects the central role of the right holder in determining the conditions under which the protected subject matter may be used.

Specific requirements concerning the content and registration of trademark licensing agreements are established by Article 30 of Law No. 267-II of the Republic of Uzbekistan of 30 August 2001, *On Trademarks, Service Marks and Appellations of Origin of Goods* [3].

Under a licensing agreement, the party holding an exclusive right to a result of intellectual activity or a means of individualisation (the licensor) grants another party (the licensee) permission to use the relevant intellectual property subject matter, in accordance with Article 1036 of the Civil Code of the Republic of Uzbekistan.

A licensing agreement must be concluded in writing, and a trademark licensing agreement is subject to registration with the Ministry of Justice of the Republic of Uzbekistan. Failure to comply with these requirements renders the agreement invalid.

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The essential terms of a licensing agreement include the scope of the rights granted, the limitations on their exercise and the duration of permitted use. A licensing agreement is presumed to be concluded for consideration. In the case of trademark licensing, an additional mandatory condition requires that the quality of goods produced by the licensee must not be inferior to that of the licensor's goods and that the licensor must exercise control over compliance with this requirement, as stipulated in Article 30(4) of Law No. 267-II.

V. A. Dozortsev observed that, in the field of intellectual property, the particular characteristics of the use of results of intellectual activity "also determine the specific nature of the right of disposition, which must allow the object to be made available for use not only to a single person (through the transfer of a right), but also to several persons simultaneously (through the granting of permission to use it — a licence)" [4].

The procedure for registering licensing agreements is governed by the *Administrative Regulation on the Provision of State Services for the Registration of Agreements Relating to Intellectual Property*, approved by Resolution No. 427 of the Cabinet of Ministers of the Republic of Uzbekistan of 10 July 2025, as amended by Resolution No. 375 of 9 July 2026 [5].

Under paragraph 3 of the Regulation, the Ministry of Justice is the authority responsible for providing this state service. Pursuant to paragraphs 4 and 7, an application may be submitted by either or both parties to the agreement, personally or through an authorised representative, via a Public Services Centre, the Ministry's designated information system or the Single Portal of Interactive Public Services.

In addition to identifying the parties and the subject matter of the agreement, an application for registration of a licensing agreement must specify the scope of the rights granted, the territory in which those rights may be exercised and the duration of the agreement, as required by paragraphs 11 and 12 of the Regulation.

Under paragraph 23, applications are examined within fifteen days. Information concerning registered agreements is subsequently published in the official bulletin in accordance with paragraph 28.

Furthermore, paragraph 29 requires the registration of amendments to licensing agreements concerning the parties, subject matter, duration, territorial scope or extent of the rights granted. Paragraph 14 of the Regulation also reiterates the requirement that the quality of the licensee's goods must not be inferior to that of the licensor's goods and that the licensor must monitor compliance with this condition.

Depending on the scope of the rights granted to the licensee, a licensing agreement may provide for either:

1. A simple (non-exclusive) licence;
2. An exclusive licence.

Under a simple (non-exclusive) licence, the licensor retains both the right to use the intellectual property subject matter and the right to grant licences to other persons.

Under an exclusive licence, the licensor retains the right to use the intellectual property subject matter but is not entitled to grant licences to other persons.

Where the agreement does not expressly specify the type of licence granted, it is presumed to be a simple (non-exclusive) licence, pursuant to Article 1036 of the Civil Code of the Republic of Uzbekistan.

The use of a trademark includes its application to the goods for which it has been registered, as well as to their packaging, either by the trademark owner or by a person authorised to use the mark under a licensing agreement. Trademark use may also include its appearance in advertising, printed publications, official stationery, signboards, exhibits displayed at exhibitions and trade fairs, labels,

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documentation relating to the introduction of goods into commercial circulation, and domain names, as provided for in Article 27 of Law No. 267-II.

Thus, trademark use encompasses a wide range of activities associated with the commercial exploitation of a mark, including its application to goods and its use in advertising and business documentation. An important legal mechanism in this regard is the granting of the right to use a trademark under a licensing agreement. Such an agreement must contain provisions ensuring quality control by the licensor and is subject to mandatory registration with the competent authority. Pursuant to Article 27(3) of Law No. 267-II, goods, labels and packaging bearing a trademark, or a designation confusingly similar to it, without lawful authorisation are considered counterfeit.

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