



ICLG

The International Comparative Legal Guide to:

Outsourcing 2016

1st Edition

A practical cross-border insight into outsourcing

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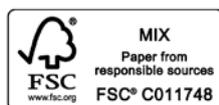
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Russia

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ALRUD

1 Regulatory Framework

1.1 Are there any national laws that specifically regulate outsourcing transactions?

Although outsourcing transactions are becoming more and more widespread in Russia, there is still no such term as “outsourcing” in Russian legislation. Therefore, the regulatory framework for outsourcing transactions is established with the help of already existing legal mechanisms.

Generally, outsourcing in commercial relations is governed by civil legislation, namely the Civil Code of the Russian Federation (hereinafter referred to as the “Civil Code”).

1.2 Are there any additional legal or regulatory requirements for certain types of outsourcing transactions, for example: a) public sector transactions; b) business process transactions; c) financial services transactions; d) IT transactions; and e) telecommunications transactions?

The current Russian legislation provides for the specific regulatory requirements in respect of Outsourcing contracts in the public sector (related to the procurement process, quality standards, parties’ liability, etc.). For financial, IT and telecommunication transactions, there are certain licensing and confidentiality (state secret) obligations for the Supplier.

1.3 Are there any further legal or regulatory requirements for outsourcing transactions in any particular industry sector?

For certain industries, it is necessary to comply with the quality and licensing requirements (e.g. in the spheres of education, transportation of passengers, audit, medical services, telecommunication, pharmaceutical, insurance, banking, etc.).

1.4 Is there a requirement for an outsourcing transaction to be governed by local law? If it is not to be local law, is there any generally accepted norm relating to the choice of governing law?

Pursuant to Russian law, it is possible to choose **any governing law**, provided that **a foreign element is involved** in an outsourcing

transaction (e.g. relating to the subject of law, the object of law and the legal fact). However, in cases where both parties to the contract are Russians, only Russian law can govern such contract.

2 Legal Structure

2.1 What are the most common types of legal structure used for an outsourcing transaction?

Outsourcing transactions in commercial relations are generally structured as paid service or manufacturing contracts (hereinafter also referred to as the “Outsourcing contracts”), provided for by Chapters 37 and 39 of the Civil Code.

3 Procurement Process

3.1 What is the most common type of procurement process that is used to select a supplier?

Currently, procurement processes in the private sector (between commercial organisations with no public element involved) are not regulated by Russian law and lie within the parties’ discretion. Generally, there are two types of possible procurement procedure, which are as follows:

1. non-competitive procurement, which implies a simple selection of the sole Supplier; and
2. competitive procurement, which involves holding a commercial tender with the use of an electronic trading platform, in accordance with the rules set solely by the Customer.

Public procurement is directly governed by several relevant laws and there are certain peculiarities associated with such strict regulation (i.e. sampling procedure, quality criteria, liability issue, etc.).

4 Term of an Outsourcing Agreement

4.1 Does national or local law impose any maximum or minimum term for an outsourcing contract?

Russian law does not provide for either maximum or minimum terms for Outsourcing contracts. Therefore, parties can agree upon any term or make an agreement indefinite.

4.2 Does national or local law regulate the length of the notice period that is required to terminate an outsourcing contract?

Russian law is silent with respect to the termination notice period. If parties do not provide the relevant clause in the contract, it shall be deemed terminated upon receipt of the notice.

5 Charging

5.1 What are the most common charging methods used in outsourcing transactions?

The most widespread charging method is payment of the previously agreed budget. An alternative method is payment according to the tariffs or hourly rates of the Supplier.

5.2 What other key terms are used in relation to costs in outsourcing transactions?

Reimbursement of costs can be either included in the remuneration or compensated separately. Parties can agree on the compensation of costs only with documentary evidence.

Generally, services rendered under Outsourcing contracts are subject to VAT. The Supplier is also obliged to pay corporate profit tax at the rate of 20%. The Customer is entitled to deduct the relevant expenses from the corporate profit tax base.

For more tax information, please, refer to questions 9.1–9.3 hereof.

6 Transfer of Assets

6.1 What formalities are required to transfer, lease or license assets on an outsourcing transaction?

Regarding the peculiarities of the transfer or lease of immovable property, please refer to questions 6.2–6.4 hereof.

Should the term “licensing assets” presume licensing of intellectual property (hereinafter referred to as “IP”) objects, the parties shall comply with the requirements provided for in IP-related agreements.

In the event that the agreement shall affect the rights to IP objects subject to state registration, this agreement shall also be registered. Otherwise, it will be deemed void. Please refer to question 14.1 hereof for more information about state registration of IP objects.

The transfer or lease of movable property is not subject to any special requirements other than for certain exceptions (e.g. a transfer of title in vehicles).

6.2 What are the formalities for the transfer of land?

Sale and purchase of land (the transfer of an ownership title)

It is required to register the transfer of the right of ownership with the territorial agencies of the Federal Service for State Registration, Cadastre and Cartography.

Lease of land

A lease agreement concluded for a period of more than one year must be registered with the same authority. Please note that there are certain limits on the terms of lease of some specific types of land.

Please also note that there are legislative restrictions (1) in respect of foreign ownership of land, and (2) in respect of ownership/transfer of specific types of land, such as federal land plots.

6.3 What post-completion matters must be attended to?

As mentioned in question 6.2 above, an ownership title or a lease agreement concluded for a period of more than one year must be duly registered.

6.4 How is the transfer registered?

The state registration is carried out upon application by the right holder, parties to the transaction or an authorised person (holding a power of attorney certified by a notary).

The application, as well as the relevant documents prescribed by law, may be filed in person, via post (rarely used as this prolongs the process and more formalities apply) or online (which requires an electronic digital signature and some other formalities).

The registration takes 10 business days (from January 1, 2017 – seven business days).

The Federal Law on State Registration contains a list of grounds for postponing as well as refusing state registration. Refusal of state registration can be appealed in court.

7 Employment Law

7.1 When are employees transferred by operation of law?

From the perspective of Russian law, Outsourcing contracts do not affect the terms of employment of personnel of each party to the agreement. Thus, no transfer of employees, as well as any other employment-related changes, takes place. Each party (Customer and Supplier) maintains employment relationships with its employees.

It should be noted that such agreement should be distinguished from so-called *lease of personnel arrangements*, where a current employee of one entity is assigned to perform works to the benefit of and under the supervision of another entity. Lease of personnel is expressly prohibited under Russian law as of January 1, 2016 (with some exceptions).

Unlike outsourcing, in lease of personnel arrangements the client is primarily interested in personnel (not in services) who in fact perform employment activities but their employment relationships are not formalised. Companies mainly use such schemes in order to bypass numerous statutory obligations imposed on employers (including, without limitation to, those in the areas of tax, social insurance, etc.).

In this context, there might be some circumstances, which will allow Russian courts to consider Outsourcing contracts as a lease of personnel scheme, such as:

- The Customer gives instructions directly to the Supplier’s personnel and supervises/controls or in some way influences the performance of the Supplier’s personnel.
- The Customer obliges the Supplier’s personnel to comply with its internal policies and guidance, as well as to wear its corporate uniform, etc.
- The Customer makes any payments to the Supplier’s personnel.

Any other circumstances demonstrating that the Customer directly controls the Supplier’s personnel and may influence their performance (directly, not by way of imposing contractual obligations on the Supplier) may be also taken into account.

7.2 On what terms would a transfer by operation of law take place?

This is not applicable. Please refer to our comments in question 7.1 above.

7.3 What employee information should the parties provide to each other?

This is not applicable. Please refer to our comments in question 7.1 above.

7.4 Is a customer/supplier allowed to dismiss an employee for a reason connected to the outsourcing?

This is not applicable. Please refer to our comments in question 7.1 above.

7.5 Is a supplier allowed to harmonise the employment terms of a transferring employee with those of its existing workforce?

This is not applicable. Please refer to our comments in question 7.1 above.

7.6 Are there any pensions considerations?

This is not applicable. Please refer to our comments in question 7.1 above.

7.7 Are there any offshore outsourcing considerations?

This is not applicable. Please refer to our comments in question 7.1 above.

8 Data Protection Issues

8.1 What are the most material legal or regulatory requirements and issues concerning data security and data protection that may arise on an outsourcing transaction?

Outsourcing contracts usually imply an extensive exchange of personal data between the Customer and the Supplier. The main issue in the context of personal data is the legitimate ground for provision (transfer) of such data to a third party.

The provision of employees' personal data to any third party (Customer/Supplier) requires their written explicit consent in accordance with specific requirements of Russian Law on Personal Data. Other categories of data may be transferred based on consent (not necessarily written, unless sensitive data is transferred as well as in some other cases) or other general legal grounds for data processing (e.g., legitimate interests of the data controller, etc.).

If the provision of data implies international (cross-border) data transfers, specific statutory rules shall be complied with. In particular, it is required to conclude a data transfer agreement between the party providing the data and the party receiving it. Such agreement must contain certain mandatory terms prescribed by Russian law.

It is advisable that every Outsourcing contract contains certain provisions relating to data protection and confidentiality. There

might be cases where, under Outsourcing contracts, the Supplier shall be considered as a data processor (i.e. a third party processing personal data upon assignment and under the instructions of the data controller/Customer). In such case, the Customer shall impose contractually on the Supplier certain obligations relating to data protection and security.

9 Tax Issues

9.1 What are the tax issues on transferring the outsourced business – either on entering into or terminating the contract?

As Outsourcing contracts are structured as Service contracts in Russia, all tax issues will be similar to those arising from rendering services. Thus, the Supplier is obliged to pay VAT at a rate of 18% and corporate profit tax at a rate of 20% on the amount received under the Outsourcing contract.

9.2 Is there any VAT leakage on the supply of services under the outsourcing contract?

Generally, the Supplier is obliged to pay VAT at a rate of 18% except in situations where a special taxation regime applies and where VAT is not applicable (for example, a simplified taxation system, provided for by Russian law).

The Customer, in turn, may deduct the VAT amount paid to the Supplier from the VAT tax base.

If the Customer carries on with activities that are not subject to VAT, the Customer may deduct the VAT amount as expenses from the corporate profit tax base.

9.3 What other tax issues may arise?

Conclusion of the Outsourcing contract, which is actually a Service contract, may attract the attention of the Russian tax authorities. This issue is connected with the right of the taxpayer (the Customer) to deduct the relevant expenses from the corporate profit tax base.

Thus, the expenses should be reasonable and documented in a proper way and in accordance with Russian legislation. In the case of a dispute with tax authorities, the Customer has to prove that entering into an Outsourcing contract was necessary and it was impossible to perform the services/works using the internal resources of the company.

Should the tax authority not accept the arguments of the Customer, it may compel the Customer to pay the full amount of tax without deducting expenses provided for in the Outsourcing contract.

If the Supplier renders services at the Customer's premises, there also arises the risk that the Supplier will be viewed by the relevant authorities as having a Permanent Establishment in Russia.

10 Service Levels

10.1 What is the usual approach with regard to service levels and service credits?

Russian law is silent with respect to service levels or service credits. Therefore, the parties have the right to specify performance standards at their discretion.

11 Customer Remedies

11.1 What remedies are available to the customer under general law if the supplier breaches the contract?

Pursuant to Article 393 of the Civil Code, the Supplier **must compensate the customer for damages** caused by non-performance or improper performance of the contract.

However, compensation for damages, as well as payment of a penalty (see question 11.2 below) do not release the breaching party from **specific performance**, unless otherwise provided for in the contract.

11.2 What additional protections could be included in the contract documentation to protect the customer?

Additionally, parties can agree upon a penalty for the violation of the Outsourcing contract as well as the right of unilateral termination of the contract prior to the expiry date.

11.3 What are the typical warranties and/or indemnities that are included in an outsourcing contract?

Pursuant to the Civil Code, **indemnity** is payable upon agreement of the parties providing that certain circumstances take place, which are not related to a breach of obligations.

The Outsourcing contract can provide for “general warranties” (e.g. validity of a company’s state registration, financial conditions, lack of bankruptcy) and “special warranties” (e.g. compliance with licensing requirements, etc.).

12 Insurance

12.1 What types of insurance should be considered in order to cover the risks involved in an outsourcing transaction?

There are two types of insurance applicable:

1. **Liability insurance for inflicted harm.** Please note that this type of insurance does not cover contractual liability.
2. **Property insurance in favour of the outsourcing company.** Please note that it is necessary to prove an outsourcing company has lawful or contractual interest in the preservation of the insured property.

13 Termination

13.1 How can a party to an outsourcing agreement terminate the agreement without giving rise to a claim for damages from the terminated party?

Pursuant to the Civil Code, in the case of unilateral termination of the Outsourcing contract that is, by its nature, a Service contract (1) by the Customer, he shall compensate for the costs actually incurred, whereas in the case of termination (2) by the Supplier, he shall compensate for all damages. However, parties to a contract can exclude compensation for damages for the Supplier and set any other consequence of termination, including, but not limited to, compensation for the costs actually incurred.

13.2 Can the parties exclude or agree additional termination rights?

As mentioned above, the parties are free to alter termination rights at their discretion, providing that both parties to a contract are legal entities or sole proprietors. Moreover, the parties can provide for any order of execution of the right to terminate the Outsourcing contract (e.g. provide for a certain termination fee).

13.3 Are there any mandatory local laws that might override the termination rights that one might expect to see in an outsourcing contract?

The provisions of the Civil Code regarding the Service contract, stated in question 13.1 hereof, cannot be altered if one of the parties to the contract or both parties are individuals.

14 Intellectual Property

14.1 How are the intellectual property rights of each party protected in an outsourcing transaction?

The terms of IP protection in Russia are provided for in the Civil Code. The following IP objects are recognised in Russia: copyright (including software); related rights (rights of performers, producers of phonograms and broadcasting organisations); patents (*i.e.* inventions, industrial designs and utility models); selection inventions; topologies of integrated circuits; know-how; trademarks; firm names; commercial names; and protected designations of origin.

Protection of patents, trademarks, selected inventions and protected designations of origin is limited to the territory of the Russian Federation if they are duly registered by a Russian competent authority. Any patents or certificates obtained in other countries are not valid in the Russian Federation, unless registered locally in Russia.

As for other IP objects, they are protected automatically in the territory of all states parties to a relevant convention (e.g. copyright) or worldwide (e.g. know-how).

Generally, IP rights include moral rights (e.g. authorship) and exclusive (material) rights. Moral rights are non-assignable and always belong to the author. Exclusive rights may be transferred or licensed for value.

According to the Civil Code, an author of the IP object initially owns all IP rights, including an exclusive right to this object. Although in some cases an exclusive right might be automatically transferred to the other party who ordered this IP object in accordance with the terms of a written agreement or in the line with the law, this is typical for works made for hire. There are different terms of possessing IP rights provided by Russian law with respect to “new” IP objects resulted from performing agreements, including employment ones. However, parties are still free to determine other terms of ownership.

The IP objects licensed within the Outsourcing contract are allowed to be used within the limits stipulated by the contract only. IP rights of each party not referred to in the Outsourcing contract shall remain unchanged and be owned by the same right holder. Any unauthorised commercial usage of IP objects protected in the territory of the Russian Federation shall be deemed illegal and might lead to liability for a user.

14.2 Are know-how, trade secrets and other business critical confidential information protected by local law?

Business information may be protected as know-how providing that: the information has a commercial value by virtue of non-public nature; third parties have no access to such information; and the owner of such information takes reasonable measures to keep it secret.

Know-how is protected without procedural formalities (*e.g.* registration) for an unlimited period of time until this information becomes available to the public.

14.3 Are there any implied rights for the supplier to continue to use licensed IP rights post-termination and can these be excluded from the agreement?

As a rule, the Supplier being a licensee has the right to use IP rights within the terms of the licence as agreed in the agreement. No other implied rights with respect to using licensed IP rights post-termination are provided by the Civil Code.

Henceforth, the parties can agree other terms of using IP objects, including permission to use an IP object after the termination of the agreement within a limited period for specific purposes only.

14.4 To what extent can the customer gain access to the supplier's know-how post-termination and what use can it make of it?

The Customer must not either have access to or use know-how after the termination of the agreement unless otherwise expressly agreed by the parties. Additionally, upon termination of the agreement, the Customer must keep the know-how secret within the whole term of protection thereof.

Any unauthorised usage or disclosure of know-how is prohibited and might lead to civil liability of the party.

15 Liability

15.1 To what extent can a party limit or exclude liability under national law?

Pursuant to Article 401 of the Civil Code, parties can exclude or limit liability for any breach of obligations, unless it is intentional, providing that they are commercial entities or sole proprietors.

Typical ways of liability limitation are as follows:

1. Placing limits on the types of damages that may be recovered (*e.g.* excluding liability for all indirect, incidental, consequential, special damages, lost revenue or lost profits, thus, limiting it to actual damages).
2. Limiting liability by setting a financial cap.

15.2 Are the parties free to agree a financial cap on liability?

Setting a financial cap on liability is subject to the same rules (see question 15.1), unless it is an intentional violation.

16 Dispute Resolution

16.1 What are the main methods of dispute resolution used?

1. Litigation

Pursuant to Russian law, any disputes arising between commercial organisations are resolved by Russian Arbitrazh courts, unless otherwise specified in the Outsourcing contract. However, prior to applying to the court, the law requires taking measures of pre-trial settlement of the dispute by submitting a claim to the counterparty.

2. Arbitration

Applicable if parties include an arbitration clause into the contract. However, in the case that both parties to the Outsourcing contract are Russian companies then it is possible to refer disputes to the international arbitral tribunal only if the place of arbitration is located outside of Russia. Meanwhile, it is also not possible to refer to the arbitration certain types of disputes which are not arbitral (*i.e.* bankruptcy, certain public procurement contracts, etc.).

17 Good Faith

17.1 Is there any overriding requirement for a customer and supplier to act in good faith and to act fairly according to some objective test of fairness or reasonableness under general law?

The Russian Civil law requires all civil law subjects to act in good faith. Thus, the Customer and the Supplier are both subject to this requirement. Furthermore, Russian law prohibits exercising civil rights solely with the intention of causing harm to another person, acting in circumvention of law with an illegal purpose, as well as any other abuse of rights. With regard to the test of reasonableness and fairness, a company shall be considered to be acting in good faith if it acts as reasonably required in accordance with common business practice.



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