



ENVIRONMENTAL CONTRACT: CONCEPT AND PLACE IN THE SYSTEM OF CIVIL CONTRACTS (THE VIEW FROM RUSSIA)

Contrato ambiental: conceito e lugar no sistema dos contratos civis (a visão da Rússia)

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ABSTRACT

The paper examines the process of the development of contract law in Russia and worldwide and defines its main stages. The authors demonstrate a gradual increase in the number and types of contracts in the course of human civilization development, especially in recent years due to the developed countries transition to the technological paradigm VI. This tendency refers mostly to the field of the information science, technologies and medicine, but also it has led to the advent of environmental contracts, related to the environmental works performing and the environmental services delivery. The authors also suggest a classification of environmental contracts being formed in Russia, conduct a review of environmental insurance, environmental audit, and emission of carbon units contracts, and a number of others. The authors argue that these contracts can be classified as mixed, and are a variant of agreements directly defined or non-defined in the Civil Code. A number of arguments for trends and future development of the system of environmental contracts are expressed in the paper, including within the boundaries of territories with special ecological and legal status.

Keywords: Environmental contract; history; classification; civil law; carbon

RESUMO

O artigo examina o processo de desenvolvimento do direito contratual na Rússia e no mundo, definindo suas principais etapas. Os autores demonstram um aumento gradual no número e nos tipos de contratos ao longo do desenvolvimento da civilização humana, especialmente nos últimos anos, em razão da transição dos países desenvolvidos para o paradigma tecnológico VI. Essa tendência refere-se principalmente aos campos da ciência da informação, das tecnologias e da medicina, mas também levou ao surgimento dos contratos ambientais, relacionados à execução de obras ambientais e à prestação de serviços ambientais. Os autores também propõem uma classificação dos contratos ambientais que vêm sendo formados na Rússia, realizam uma análise dos contratos de seguro ambiental, auditoria ambiental, emissão de unidades de carbono, entre outros. Sustenta-se que esses contratos podem ser classificados como contratos mistos e constituem uma variante de acordos expressamente previstos ou não previstos no Código Civil. O artigo apresenta ainda diversos argumentos sobre as tendências e o desenvolvimento futuro do sistema de contratos ambientais, inclusive no âmbito de territórios com status ecológico-jurídico especial.

Palavras-chave: Contrato ambiental; história; classificação; direito civil; carbono.

INTRODUCTION

The necessity of a thorough review of a contract as a means of control of social interactions is driven by not only a historical interest and requirements of current legislative and regulatory compliance practices, but also by the importance of determining the role of law in the prospective control of interactions of citizens among themselves and with public authorities, with definition of the range of emerging social relations that require legal pressure.

The evolution of contract law has come a long way, not always a coherent transition from simple to more complex forms. History knows ups (the Roman law) and downs (the Middle Ages) of the agreement-based regulation, modifications both in listing of contracts types and the scope of their subjects or essentials. The certain types of contracts have been remained in effect for thousands of years without any significant changes (purchase and sale, transfer by gift, exchange etc.); the other contracts have emerged only in the course of European civilization transition to a market-driven economy, and especially after the transition of the most world's developed countries to the technological paradigm VI, characterized by the development of nano- and biotechnologies, breakthroughs in medicine and microelectronics, engineering of materials with predetermined properties, new types of transport and energy, reduction in materials consumption and energy intensity of production. All of this was bound to be reflected in legal regulation of the occurring, fundamentally new types of social relations, yet that is not to say that worldwide law promptly addresses the challenges. This determines the need for thorough understanding of the trends and prospects for further development of contract law, with detailing of its evolution in different countries.

This necessitates the need to discuss (initially at the level of scientific legal doctrine) the new concepts of contractual regulation, that may include both the study of previously non-existent contractual structures that are being formed right beneath our eyes, and consideration of the trends of development of contracts classical types, with the identification of the impact on their contracting parties, subject matter, rights and obligations of the parties of the public-law rules (for example, ecological law), resulting in the emergence of their new varieties, while preserving the common core of the basic contractual structure.

The given evolution is further complicated by the peculiar properties of different countries, both in terms of economic development (level of technology) and the specificity of their legal systems state. Many years ago R. David in his fundamental work on legal systems of modern era has separated a socialist law, a common law, a moslem law, the Roman-Germanic legal family, and a number of others, with the identification of their similarities and differences (David, 1988). At



present time a socialist law has undergone a significant transformation, but it appears that legal systems of many countries of the former Soviet Union (including Russia) share some common features¹ and also experience a problem of the delayed response of law to changes in modern social relations, caused by different aspects of scientific and technological progress.

Given this the purpose of the paper is to analyze the global trend of the increasing complexity of contractual regulation of the range of new social relations, caused by a radical change in the state of economic, technological, social and other aspects of public life, with the definition of the role of law in their regulation using the example of one jurisdiction (Russia).

In the first part of the present article we analyze a brief history of contractual regulation worldwide and in Russia, its main trends and controversies; in the second part of the article we demonstrate the existing (traditional) classification of contracts and identify the objective tendencies for its increasing complexity; in the third part of the article we analyze the peculiar properties and the possibilities of forming of a new group of civil contracts influenced by the environmental standards and requirements, and also we review their main varieties.

1. BRIEF HISTORY OF THE DEVELOPMENT OF CONTRACT LAW WORLDWIDE AND IN RUSSIA

The contemporary researchers link the advent of the first contractual structures with the origin of the ancient states of Sumer, Egypt, Babylon and some others, which have left behind the codified monuments of law (the laws of Hammurabi or the laws of Manu) (Ozdamirova, 2018), and some of them even had the standard contracts (model-based contracts) (Trikoz, 2013). However, the contribution of the Roman law to the modern contract theory is the greatest. The system of contracts of the Roman Republic/Empire was not invariable, but we can distinguish between real and consensual contracts, including loan for use, pledge, purchase and sale, lease, partnership, and engagement without compensation. A great deal of attention was paid to taking into account the will of the exchanging parties; the differentiation of the rights to the proprietary rights and the liability rights takes place.

The Roman lawyers differentiated between the categories of “contract” and “pact”. Only agreements acknowledged by the civil law were enforceable and were classified as contracts, acting as the antipode of informal agreements that were not enforceable (Safronova, 2011).

¹ This conclusion does not apply to Estonia, Lithuania and Latvia, integrated into the European Union

In the Middle Ages there was an extension of the system of contracts driven by the process of crafts development, growth of cities, emerging of luxuries and money-lender capital, and the reception of Roman law was observed everywhere in the European countries.

After the bourgeois revolutions of the 17th-18th centuries there was a rapid development of the employment contracts, loan contracts and partnership agreements (the latter is important for the development of joint stock companies), bank and trade dealings in the European countries (Chalaya and Lyadova, 2008).

The similar trends in contract law the development are observed in Russia. There are several stages here determined by Russian researchers: X-XVI centuries; XVII-XVIII centuries; XIX century; the late 19th century – the early 20th century; the Soviet period and the period of modern Russia (Berezina, 2021). The formation of the first sources of Russian law was influenced by some elements of the Roman (Byzantine) legal tradition, although the degree of such influence is still debatable (Babaev, 2019). As long ago as in the first editions of the “Russian Truth” (XI century) there are mentions of contracts of purchase and sale, loan and deposit (storage). In future monuments of law (Pskov Judicial Charter, XV century) the new types of contracts (pledge, gift, guarantee, loan, lease - personal and property) can be found in addition to the previous ones (purchase and sale, etc.). Since the middle of the XV century the first mentions of contracts to meet government needs can be found. In the next centuries the trend persisted, but a contemporary view of government procurement was acquired under Peter the Great in the early XVIII century (Makarenko et al, 2021). After the adoption of the Code of Laws of 1550 the degree of involvement of property in economic turnover increases and accordingly we see an increase in the number and complexity of civil obligations (for example, a written form requirement for number of contracts). An even more broad list of agreements was specified by the Council Code in 1649, including a contract of hiring work and pledge agreement (Kudryavtseva, 2019). The current features of the system of contracts of the Russian Empire were finally acquired by the end of the XVIII century, when legal practice was displaced by legal rules.

In the XIX century, after the implementation of the Code of Civil Laws (1832), the development of the contract law reached a new level (Sapozhnikova, 2007). Only at this time the norms of the possibility of any type of agreement terminating appeared, and more attention was paid to the contract of purchase and sale, and the contracts of exchange, loan, and also the new types of contracts emerged (for example, contract of transportation), and a further development of contracts of insurance and entrustment. The middle of the XIX century is the start time of differentiation of the services and works contracts (hiring work) in the Russian civic (Korzenkov, 2019). At the same time the subjects of the contractual law were given an opportunity to put any conditions into a

contract within the limits of the law, autonomy of will of the parties of an agreement and the arrangement in writing were approved, and a principle of mandatory contract performance was applicable (Nazarenko, 2012).

In Soviet times there was a certain roll-back in the history of contract law in terms of the complexity of contract structures due to the nationalization of the economy (for example, the complete withdrawal of land property from civil circulation and the nationalization of industry). This led to the simplification of contractual relations, the total disappearance or reduction of the scope of certain types of contracts (trade and business). At the same time a supply contract, a contract of retail sales, and transportation, work and labor, hiring, design and other works contract are being developed. This short review demonstrates that the history of the contract law has an uneven development, mainly spiral mode of evolution, experiencing ups and downs, but in general a historical analysis shows a gradual rise in the number of contracts types while preserving their classical core. This was due to the economic development of Russia and European countries, change of socioeconomic structures and the increasing complexity of their legal systems.

The fundamental changes in contract law began to occur in Russia after the breakup of the USSR, when parts 1 and 2 of the Civil Code of the Russian Federation (CC RF) were adopted in 1994 and 1996. This determined the necessity of preexistent approaches adjustment to the concept of a civil contract.

2. TYPES OF CLASSIFICATIONS OF CIVIL CONTRACTS

2.1. TRADITIONAL APPROACHES TO THE CLASSIFICATION OF CIVIL CONTRACTS.

A contract is an agreement between two or more persons, aimed at the achieving of a certain legal result (Popondopulo, 2009). The transition of Russia to a market-based economy in the 1990s led not only to the emergence of new types of contracts, well known in the developed countries of the world (such as purchase and sale, and lease of land), but also to the discussion of their classification. Classification is an important method of scientific knowledge, which allows to organize and systematize the current knowledge of a civil contract, to divide contracts into groups according to certain criteria, promoting their indepth review and understanding. Thus we can predict their development trends and emergence of previously unknown types of contracts (groups of them), and more accurately determine their characteristics (Shcherbakovsky G.Z. et al, 2006).

Classification takes into consideration the peculiarities of the impact of various types of legal norms (imperative and optional, binding, enabling) on the content of contracts, the degree of



definiteness of regulation of the terms of the contract by legal norms (legal acts), as well as the types of legal acts, that influence the formation of contract terms (Kazantsev, 2020).

Classification as a method of scientific knowledge makes it possible to develop new scientific theories, to identify similarities and differences of objects and phenomena, to obtain valuable knowledge, and to identify patterns and correlations between different types of contracts and the reasons of their emerging. Since the 1990s several doctrinal considerations on the classification of contracts have been expressed in the Russian science of civil law, which can be considered classical (traditional) for the modern legal science.

The first classification of this kind divides contracts into those mentioned in the Civil Code of the Russian Federation, non-defined (not directly specified in the CC RF), and mixed contracts. The conclusion of non-defined contracts is objectively determined by the emergence of new economic needs in citizens and legal entities caused by the development of scientific and technological progress, the use of information and telecommunication networks, the emergence of objects of civil rights not required by law, and increased competition between business entities, that are forced to constantly search new areas of activity. In this regard the civil legislation is inevitably behind the economic growth and requires improvement (Akhmedov, 2015).

The peculiarity of non-defined contracts is the lack of a clear reference of the law to the form of its conclusion, essential conditions, range of subjects, their rights and obligations, etc. While allowing such contracts, the civil legislation still requires the compliance with general principles of the civil law, and it allows the use of the analogy of statute in case of dispute.

The second classification of contracts (based on their trend), which is very important for our research, makes a difference between contract on property transfer, contracts for the performance of work, services contracts, as well as contracts for monetary transactions (Krasavchikov, 1960). A number of scientists suggest to include in a separate group contracts aimed at the creation and/or transfer of the results of intellectual activity and the equivalent means of individualizing (Zakrzhevskaya, 2009). E.B. Kozlova (2011) writes about the necessity to distinguish between the proprietary and organizational contracts (among the latter - corporate, framework and preliminary contracts, a simple partnership agreement, and transportation agreements). Thirdly, civil contracts can be classified according to the criterion of legal peculiarities: gratuitous and non-gratuitous contracts; consensual and real contracts; contracts for a benefit of a third party; preliminary and principal contracts (Civil law: textbook, 2010).

In addition, the other grounds for classification can be identified: according to the form of the contract - oral and written; according to the scope of persons and the obligation of the conclusion - private and public contracts.



Thus, there is no classification of civil contracts based on the only one criterion. This is explained by the complexity and diverseness of the established system of contract regulation. At the same time, the classical modes of classification are based on a pure normative understanding of contracts and their system, and on the norms of the Civil Code of the Russian Federation. Considering the increase in the number of contracts, which are not directly named (non-defined) in the Civil Code of the Russian Federation, we propose to present quite a new view of the problem, taking into account not only the legal context.

2.2. NEW APPROACHES TO CIVIL CONTRACTS CLASSIFICATION

The needs of the economic turnover have provided rationale for the emergence of new types of civil contracts, stating a task for the legal science to classify each new contract as a specific type based on a set of its most characteristic features (Ukolova, 2016).

These contracts can arise in different areas of human activity, and civil law science has already paid attention to the necessity of contracts classification according to the area of economic activity of their origin (industrial production, trade, agriculture) (Gordon, 1954). V.P. Griбанov (1987) has proposed an even broader legislative classification of contracts based on their association with a certain type of activity: in the field of trade, domestic services, material and technical supply, capital construction, transportation activities, agricultural and industrial complex, scientific and technological progress, etc. In our case, in light of the transition of the world's most developed countries to the technological mode VI, the emergence of new types of contracts is often a derivative of classical contracts, and mixed contracts are quite rare. With regard to their classification, according to the criterion of inclusion into the Civil Code of the Russian Federation, they may be defined or non-defined; according to the criterion of involvement of norms of another industry affiliation – they can be civil or inter-branch; according to the jurisdiction they can be used in computing science, medical and technological fields (in all the other areas the emergence of new types of contracts is still of auxiliary nature, including environmental protection).

Let us consider contracts in more details based on the latter criterion.

a) Information sphere. Here we can distinguish a contract for rendering of services in the field of information technologies (regulating relations in the field of software development, support and maintenance) (Mytareva, 2021); the use of smart contracts (they can be used when purchasing goods

and services for public needs) (Davydov and Pakkar, 2019); a contract for rendering of digital marketing services,² a contract for rendering of services in the field of information security, etc.

b) Medical activities. A contract for telemedicine healthcare services rendering (healthcare delivery by using Internet and other means of communication) (Jonasdottir et al, 2022); surrogacy agreement (Levushkin and Nechaeva, 2020); a contract for rendering of services of medical data storing and processing; development of medical applications; a contract for installation and maintenance of complex medical equipment (Ilin et al, 2022).

c) Technological sphere. A contract for rendering of services for the use of drones in agriculture,³ a contract for rendering of services for the use of GPS- technologies in agriculture; a contract for rendering of services for the use of renewable energy sources,⁴ a contract for the rendering of services to improve energy efficiency or energy consumption management, etc.

Almost all of the above mentioned contracts regulate the rendering of service (rather than performance of works). Some of them are based on the relevant civil contracts; and the other ones are not directly defined in the Civil Code of the Russian Federation.

3. CONCEPT AND TYPES OF ENVIRONMENTAL CONTRACTS

Being out of the center of the civil contract transformations (and not being a typical marker of such changes) the environmental contracts are influenced by processes of globalization and modification of the concept of civil contract, being a reflection of the existing trends, but from a secondary standpoint.

3.1. GENERAL CHARACTERISTICS AND FEATURES OF ENVIRONMENTAL CONTRACT

An environmental contract is a civil law agreement supplemented with public (environmental) specificity. Usually these contracts are not the mixed ones; they are directly defined in the Civil Code of the Russian Federation (for example, insurance), however the norms of the environmental

² Digital Marketing Contract <<https://www.jotform.com/pdf-templates/digital-marketing-contract>> (date of the application 26.02.2024).

³ Agreement between the Department of Agriculture and the Selected Kisan Drone Manufacturer under FM Schemes for the year 2023-24 <<https://www.apagrisnet.gov.in/pdf/Agreement%20format%20for%20Drones%20Manufacturers%20with%20Department%20for%20empanlement%20in%202023-24.pdf>> (date of the application 26.02.2024).

⁴ Renewable Energy Requirements in Supply Contracts <<https://chancerylaneproject.org/climate-clauses/renewable-energy-requirements-in-supply-contracts/>> (date of the application 26.02.2024).

law make a number of additions to the rights and obligations, subject, object, etc. of such a contract, thereby making it an inter-branch one. At present, the contracts in the sphere of the environmental conditions, which are not directly defined in the Civil Code of the Russian Federation, are becoming more common, and the tendency towards their number increase, which is observed in other sectors, will prove to be here as well.

It is necessary to make a difference between environmental contracts and the related area of the agreement-based regulation – the natural resources contracts. The general differences between environmental protection and natural resources management are reflected in the subject of the contract - transfer of natural resources into the ownership (use) for the purpose of making profit (natural resources contracts) or the performance of work (providing of services) of nature protection, allowing to improve the state of environment and reduce negative effect, or to use natural objects for the purposes of tourism and leisure activity of citizens.

The natural resources contracts are classified by the type of natural resource: land (purchase and sale agreements, lease agreements, uncompensated use of a land plot, creation of a servitude); forest (agreement of purchase and sale of woodlands, lease of a forest plot, uncompensated use of a forest plot); water (water use agreement); subsoil (production sharing agreement); fauna (hunting and maintenance agreements). Atmosphere air is not used in Russia as natural resource, but protection only. The tendencies in legal digitalization have left their mark on natural resources contracts in the form of electronic auction for leasing of forest plots and purchase and sale of woodlands (Article 80 of the Forestry Code of the Russian Federation); preparing of maps of land plots location in electronic form and conducting of electronic auction sales or lease of land (Articles 11.10 and 39.13 of the Land Code); auctions for the right to use subsoil plots (Article 13.1 of the Federal Subsoil Law). Electronic auctions relative to water objects and animals are not held. As for the other features of natural resources contracts we emphasize the presence of public law norms specifying the rights and obligations of the parties.

The last of these characteristic features is also peculiar to the environmental contracts, but (unlike natural resources contracts) the environmental ones are not related substantially to the processes of the contractual sphere digitalization (except an agreement on recreational activity). The natural resources contracts are currently at the stage of transition from the Soviet system of administrative provision of natural resources for the use of citizens and legal entities (based on the decisions of public authorities) to a contractual model, and they still coexist for some types of natural resources (for example, water bodies can be provided for use on the basis of agreements or decisions of government authorities, depending on the purpose of use); there is no such a problem for environmental contracts since they are a product of the transition of the Russian Federation to

market economy. A common feature of both groups of contracts is their obvious inter-branch character. Thus we propose to understand the environmental contracts as agreements focused on the performing of environmental protection works (rendering of services), that are in no way related to the use of natural resources.

Currently there are no established doctrinal concepts of the system of environmental contracts. Considering the types of “green business” (environmental entrepreneurship) S.D. Bekisheva (2011) believes that it can be developed in the direction of production and consumption waste management; waste recovery; using waste as an alternative fuel; and ecological tourism. At the same time she pays special attention to the ecological business activity in the sphere of use of renewable energy resources.

E.V. Ruden (2015) proposes to classify contracts of ecological audit, ecological assessment, ecological and nuclear insurance as environmental contracts. With no objections to such an approach please note that the system of these contracts should be more complex.⁵

With regard to the environmental entrepreneurship, S.N. Novoselov (2012) identifies a number of ecological services: eco-insurance, eco-audit, ecological management, ecological education, ecological licensing, and eco-tourism. In the future the market of these services will also be supplemented by quota trading. While generally in line with his proposals, A.J. Ryzhenkov (2018) remarks that ecological education cannot be considered a separate area of environmental entrepreneurship, as it is either an educational service or (if ecological education is provided free of charge by public environmental organizations) such an activity is not related to business activity. In addition, the environmental licensing is carried out by public authorities and therefore is not an environmental service.

From our point of view it is hardly possible to make a complete and comprehensive list of environmental contracts, both due to the dynamic development of this sphere of social relations, as well as the variety of opinions on classifying of some or other contractual structures as environmental contracts, but not (for example) the natural resources contracts. Nevertheless we can identify five already existing and generally recognized types of environmental contracts (with varying degree of capture in legislation, and at different levels of practical implementation), as well as a group of environmental contracts localized within certain boundaries (we classify them according to the criterion of special legal regime of the territory where they are implemented).

According to our classification the Group 1 composition is as following - the services contracts for processing of solid municipal waste, the contracts for environmental insurance and audit,

⁵ In future the ecological contracts will involve both the provision of services and the performance of work.

alienation of carbon units, and contracts for rendering of environmental touristic services. In the second group - Group 2 (within the boundaries of Special Protected Natural Areas –SPNA) – the agreements on recreational activities implementing (ecological tourism is also permitted here), and in areas of ecological disaster (after their official establishment) contracts for hiring work for governmental needs may get a significant development. Based on this approach, let us consider the environmental contracts in details.

3.2. CLASSICAL CIVIL CONTRACTS WITH ENVIRONMENTAL SPECIFICITY.

The first of them is a contract for rendering of services for management of solid municipal waste (SMW). According to the Art. 24.7 of the Federal Law of June 24, 1998 No. 89-FZ “Concerning Production and Consumption Waste” regional operators conclude contracts for rendering of services for management of SMW with the owners of waste, and the contract is public for regional operator. A regional operator does not have a right to refuse in conclusion of such a contract with an owner of SMW, which is generated in an area of his activity and where the generation areas are located. In accordance with a contract for rendering of services for SMW management, the regional operator makes a commitment to accept SMW in a volume and in place (places) of generation, which are specified in a contract, and to ensure its transportation, processing, decontamination and disposal, and an SMW owner is obliged to pay for services of regional operator according to price determined within the established uniform tariff for the services of the regional operator. According to the current legislative regulation of the present contract the following conclusions can be drawn about its specificity. Firstly, the essential terms of the contract are determined not in the Civil Code of the Russian Federation (and even not in the Federal Law “Concerning Production and Consumption Waste”), but in a subordinate act, which is quite unusual for the Russian contractual law.

Secondly, the subjects of the contract are citizens and a regional operator. The latter is not any legal entity, but an organization, that has won a competitive selection conducted by a territorial entity of the RF. In this regard it is not surprising that this contract is public - a legal entity is obliged to provide services for the removal of SMW to all citizens living in the area of its activity. Thirdly, considering that the subject of the contract includes both collection and transportation, and also a disposal of SMW, the scientific literature suggests to classify these contracts as mixed ones (Shagidullina, 2011), which is reasonable to agree with. Thus, the specificity of this environmental contract lies in the fact that it is regulated not only by the norms of the civil law, but also by the

norms of the environmental law, which clarifies (specifies) the requirements for the parties of the contract, its essential terms (including the calculation of the fee under the contract), etc., which allows us to classify it as an inter-branch contract. This contract is consensual, mutual, and compensated. Unlike other environmental contracts, the contract under discussion is a contract of adhesion, and its conclusion in writing is not required. The contract is considered concluded on the terms of a standard agreement and comes into force on the 16-th working day after a regional operator posts an offer to conclude an agreement on its official website (Gracheva and Romanova, 2019).

The second type of environmental contracts is the ecological audit contract. The Russian environmental law understands environmental audit as an independent, comprehensive, documented assessment of compliance with requirements by a legal entity or individual undertaker, including standards and regulatory documents, federal norms and rules in the field of environmental protection, requirements of international standards and preparation of recommendations for improving of such activities (Article 1 of the Federal Law of January 10, 2002 “Concerning the Protection of the Environment”). Currently there is no mandatory environmental audit in Russia, but a contract for voluntary environmental audit can be concluded.

The necessity of such an agreement conclusion may be driven by the requirements of foreign investors and banks when providing investments or credit funds for the development of production or promotion of Russian products in foreign markets, which must be certified according to the international standards. The subject of the contract is usually a “environmental documentation of the entity involved in economic or other activities” (Zlobin, 2011), although there are good grounds to speak about the necessity of inclusion of examination of the actual state of wastewater and other environmental facilities, and compliance with the environmental requirements during the productive processes into the environmental audit. Another important issue is the necessity of further expansion of the agreement subject owing to new challenges to humanity in the era of globalization, significant increase in types activities related to greenhouse gases emission in air.⁶

The essential terms of the environmental audit contract are not defined by the law, but, in addition to the subject, they can also include price and contract period.

The third environmental contract that should be mentioned is the contract for realization of ecological tourism product. Eco-tourism is “primarily an ecological entrepreneurial activity aimed at familiarizing citizens with natural attractions within the boundaries of specially protected natural areas or outside them for the purpose of implementing of economic, social, educational and other

⁶ Such a possibility in the conditions of modern Russia remains a matter of the very distant future.

generally beneficial goals with participation of local residents and guarantees of the rights of indigenous small-numbered peoples” (Ryzhenkov, 2014). The contract under discussion is a type of a contract for tourism product sale, which in turns is a type of civil paid service contract. The basic requirements to the provision of tourism services are formulated in the Federal Law of November 24, 1996 No.132-FZ “Concerning the Fundamental Principles of Tourist Activities in the Russian Federation”. The environmental specifics of this agreement can be discussed both relative to territories with general (usual) environmental legal regime, and relative to the travel tours conduction in specially protected natural areas (SPNA) within the scope of the Federal Law of March 14, 1995 “Concerning Specially Protected Natural Areas”. At present, within the boundaries of all categories of SPNA, including state reserves, the organization of educational environmental tourism is allowed. However within the boundaries of SPNA the additional prohibitions and restrictions are placed on tourists and tour organizers. They are related to the inadmissibility of their free movement outside specially designated ecological trails, duration of stay, behavioral rules for tourists, etc., that is not the case in other tourist routes.

There are also special requirements to tourist infrastructure, ecological tour programs, and sanitary improvement of the territory. The essential terms of the contract are defined in Article 10 of the Federal Law of November 24, 1996 “Concerning the Fundamental Principles of Tourist Activities in the Russian Federation”, and include information about a tourist, a total price of the tourist product in rubles, information about a route (program of stay), etc. This contract is consensual, mutual, compensated, and fixed-term.

The fourth generally recognized type of environmental contract is the environmental insurance contract. Environmental insurance refers to one of the types of the civil liability insurance, i.e. liability of citizens and legal entities whose activity is associated with increased danger to others, in particular as a result of negative impact on the environment. Environmental insurance is briefly mentioned in Article 18 of the Federal Law “Concerning the Protection of the Environment”, but there is no mechanism of implementation of the provisions of this article in Russia. But it may be noted the following regarding this contract. Firstly, voluntary and obligatory environmental insurance can be carried out. The Civil Code of the Russian Federation includes a special chapter 48 “Insurance”, which regulates the procedure of conclusion, execution and terminating of the contract, but the Civil Code does not disclose the specific features of obligatory environmental insurance, which ideally should be regulated by a special law, that has not been adopted (despite a number of attempts). However, both types of environmental insurance must include elements common to all insurance contracts: subject, parties, insurance risk, etc.

Secondly, the mandatory environmental insurance does not exist in Russia yet, and currently there are no economic rationales for conclusion of a contract of a voluntary environmental insurance (there is no need for a special law here, the general norms of the Civil Code of the Russian Federation are quite enough) – enterprises find it much more cost-effective to pay a fine, than to spend a lot of money on implementing the best available technologies to reduce emissions and discharges, or to conclude a voluntary environmental insurance contract. Nevertheless, the Standard regulation on the procedure of voluntary environmental insurance, approved as far back as in 1992, continues to be in force in Russia.

Thirdly, despite the fact that there is no obligatory environmental insurance in the Russian Federation, mandatory insurance is widely used in four related spheres of public relations: mandatory insurance of the civil liability for causing harm resulting from a hydraulic structure accident (Article 15 of the Federal Law of July 21, 1997 “Concerning the Safety of Hydraulic Structures”); compulsory insurance of liability for damage resulting from an accident or incident at a hazardous production facility (Article 15 of the Federal Law of July 21, 1997 “Concerning the Industrial Safety of Hazardous Production Facilities”); the Merchant Marine Code of the Russian Federation makes a provision for marine insurance, which is also applied in case of transportation of dangerous goods by sea; mandatory insurance of responsibility for damage caused by radiation exposure during the operation of nuclear energy facility (Article 56 of the Federal Law of November 21, 1995 “Nuclear energy liability insurance”). In the future the environmental insurance could become mandatory for objects of categories I and II.

Fourthly, the environmental insurance contract is inter-branch and is regulated by norms of civil and environmental law. The rules of civil law form its basis (subject, procedure of conclusion, conditions of validity), while the rules of environmental law regulate the assessment of environmental risks, determination of insured events and other features of the contract, which distinguish it, for example, from property insurance. The subjects of a voluntary environmental insurance contract can be any individuals and legal entities, as opposed to, for example, a contract for rendering of services of solid waste management (where one of the parties can be a regional operator only). A contract of voluntary environmental insurance in Russia is real, mutual, compensated, and concluded in writing. This agreement is aleatory, meaning it has a two-sided risk of insurance. In other words both parties do not know whether the event from which the policyholder is protecting their interests will occur, and it may not occur at all, or, on the contrary, it may occur too quickly, which will be unprofitable for the insurer in terms of accumulation of the insurance fund.

The fifth environmental contract is the sale (circulation) of carbon units, subject to registration in the register of carbon units. This contract is mentioned in the Federal Law of July 2, 2021 “Concerning greenhouse gas emissions limiting”. A carbon unit is a mass of greenhouse gases identical to one ton of carbon dioxide. This unit has an owner to whom it belongs. The circulation of carbon units involves a set of operations for their transfer. The analysis of the law allows us to make a number of considerations. First, let us pay attention to the terminology of the law: the terms “owner” and “alienation” are used here. The term “owner” is used both in private law (for example, the owner of a source of increased danger - Article 1079 of the Civil Code) and in public law (for example, animals without an owner in the Federal Law “Concerning the responsible treatment of animals and on amendments to certain legislative acts of Russian Federation”); the term “alienation” is also widely used both in private law (for example, in Article 129 of the Civil Code of the Russian Federation, regulating the circulability of objects of civil rights) and in public law (Article 125 of the Tax Code).

The legislator’s avoiding of classical civil law terminology (owner, turnover, sale) in the conceptual structure, which has an interdisciplinary (private and public) character, is indicative of the nature of such kind of transactions. On the one hand, the enterprise entities will voluntarily enter into legal relations on the alienation of carbon units; on the other hand, the state clearly regulates climate projects, which are the basis for the formation and registration of carbon units, and also strictly regulates the process of alienation (registration) of the transfer of carbon units.

Secondly, the law regulates in very general terms the issue of registration of carbon units circulation (greenhouse gas emission quotas according to the globally accepted terminology), but the law is “silent” on the question of how the parties will regulate price, terms and quantity of carbon units alienated, rights and obligations of the parties, etc. To this date there is no practice of this norm application, however, when the law is efficiently operational, the creation of a special contractual structure will be required.

This contractual structure (for the turnover of greenhouse gas emission quotas) is well known in both international, American (Achterman and Mauger, 2010), European and Asian law (Wirth, 2017; Ding G. et al, 2019). With respect to Russia, we believe that the alienation of carbon units (quotas) will be an agreement not directly named in the Civil Code, somewhat reminiscent of a purchase and sale agreement. But the Civil Code of the Russian Federation, while enumerating the objects of civil rights in the Article 128, does not recognize a carbon unit (or a quota for greenhouse gas emission) as an object of civil law, and does not provide for the peculiarities of its sale.

This fact implies the following problem: in case of a carbon unit alienation (or quota for greenhouse gas emissions), what exactly is the object of civil rights to be alienated and transferred

from one person to another with registration in a special register? There is no consensus on this matter in the scientific literature: some authors argue that greenhouse gas emission quotas are goods (Boklan, 2016); the other believe that greenhouse gas emission quotas are neither goods nor services, but rather a license enabling a person to carry out a regulated activity on greenhouse gas emission (Sorokina, 2004).

The latter approach is very interesting, however in Russia the activity on greenhouse gas emission is not subject to licensing. Others consider the emission quotas to be a property right (Semkina, 2011). Despite the interesting argumentation, it is difficult to agree with existing points of view, since a quota is a quantitative value, and it's still unclear what exactly it measures and what is the legal nature of such an object. We can offer our view on this issue resolving.

Currently, the term “waste”, which can be in solid, liquid and gaseous states, is widely used in civil and environmental law. The issue of the civil law regime of municipal solid waste (as objects of civil rights) has been consistently enough resolved in the Russian legislation and science (Ponomarev, 2011; Kvashni, 2009). The legal regime of liquid waste is much less frequently investigated (Zhigankov, 2023) and the category of gaseous waste is not used in legal science and Russian legislation. However, the inclusion of this category into the legislation would make the construction of carbon units alienation more clearer from a legal perspective by defining the place of carbon units in the system of objects of civil rights. This will require the addition of a special paragraph, dedicated to this very unusual variant, to the Chapter 30 of the Civil Code of the Russian Federation, which regulates purchase and sale.

The above mentioned examples of environmental contracts are not the complete and comprehensive list. In our opinion, as scientific and technological progress advances and Russia becomes more involved in solving of global environmental problems, this list will be extended, for example, on account of development of a contract for manufacturing, installation and maintenance of wind generators and solar panels (as their number grows); supply of environmentally safe products (to hospitals and schools); recycling of valuable electronic waste; production of environmentally safe building materials and construction the residential buildings from them.

3.3. THE CONTRACTS WITHIN THE TERRITORIES WITH A SPECIAL ENVIRONMENTAL AND LEGAL REGIME

The Russian environmental law provides for two types of territories with a special environmental and legal regime: specially protected natural areas (SPNA) and environmental disaster areas. The Federal Law of March 14, 1995 “Concerning Specially Protected Natural Areas”



provides for 7 types of protected areas (reserved areas, protected areas, national parks, etc.), but only in relation to one of them (national parks) it does indicate the possibility of concluding a contract, that is not specifically defined in the Civil code of Russia - an agreement for recreational activities (Article 17.3).

This contract is mixed (since legal entities or individual entrepreneurs must carry out both recreational work and services), mutual, compensated, fixed-term (up to 49 years), the procedure for contract conclusion is an electronic auction or competition. The other party to the agreement is a specially authorized government body, which is obliged to offer lease to an investor a federally owned land plot (within boundaries of national park), but only if the terms of the agreement envisage construction or reconstruction of capital construction object within the park boundaries. The similar contractual structures, where the implementation of one (unnamed in the Civil code) contract with a public authority requires the conclusion of another (classical) land lease agreement, are also found in other spheres. A very similar contractual structure is called a contract for integrated territorial development (Article 66 of the Town Planning Code). This contract provides for a decision by government authority on the development of a part of a city area; tendering to conclude an agreement on the integrated development of residential/non-residential/undeveloped territory; conclusion of such a contract and provision of a land plot to the winner of the auction. In the civil law theory the discussions continue about the place of this contract in the system of civil contracts: whether it is an independent type of contract (Smurova, 2015); could it be considered an administrative contract, or is it a civil contract burdened with public requirements (Sergunina, 2019); whether such an agreement is a type of public-private partnership (Boltanova, 2021).

Undoubtedly, the discussion of these important doctrinal issues should be continued, but we believe that in this case we have an inter-branch (not directly named in the Civil Code of the Russian Federation) contract with a marked presence of public law norms, for which the public goal is obvious - improving of territory condition (for the purpose of tourism and recreation organizing in a special protected natural areas in the case of an agreement on recreational activities), or creating a comfortable living environment in cities (in case of integrated development of a territory). In both cases the guarantee of achieving the goal will be the conclusion of a land lease agreement.

Another type of a territory with a special environmental and legal regime we are interested in is an environmental disaster zone. At present time there are no such zones in Russia, since a special law on them has not yet been adopted. However such zones in other former-Soviet countries (Belarus, Kazakhstan). This category is quite well established in the theory of ecological law. Environmental disaster zones are usually understood as areas affected by negative natural and/or anthropogenic factors; “in this area there is destruction of ecological systems, degradation of flora

and fauna, and also a significant harm to the population health (including increased mortality rate). Changes in environmental disaster zones are irreversible; in extreme cases the resettlement of people from the area is also required” (Kasprova, 2014). As for the international law and legal science of many countries, the term “disaster” is used in the context of the consequences of natural and man-made accidents and catastrophic events.⁷ However, in the case of an environmental disaster zone we are talking about the large-scale degradation of ecological systems due to many years of human economic activity. Accordingly, to eliminate the negative consequences of this environmental policy, it will be necessary not to take a set of emergency procedures to eliminate the consequences of the accident, but many years of systematic socio-economic and environmental activities aimed at restoring of destroyed ecosystems (land restoration; reforestation; repositioning of environmentally dangerous industrial enterprises, etc.). Addressing these issues will require the legislator to either construct a new (not yet existing) contract, which is not defined in the Civil Code, or use the existing contractual models, including the conclusion of a government contract for subcontracting for state requirements.

CONCLUSION

Globalization and scientific and technological progress have led to changes in all aspects of society, which have been reflected in the development of the system of civil contracts. We observe both the emergence of fundamentally new types of contractual structures (not directly mentioned in the Civil Code) and the expansion of the scope of contracts that have existed for millennia. This is most clearly apparent in the informational, technological and medical spheres; as for the environmental protection, this trend may not be as obvious at first glance. Nevertheless, our research has shown that tendencies universal for all civil law have also manifested themselves here. It is necessary to differentiate between environmental contracts and the related group of natural resource contracts associated with the use of natural resources by individuals and legal entities for the purpose of making a profit or meeting daily living needs. The goal of environmental contracts is quite different - to promote the preservation of ecological systems and reduce the negative impact of human activity on nature, as well as organization of use of natural landscapes for recreation and tourism. The system of environmental contracts is still being formed, but the contracts for environmental insurance, eco-audit, provision of ecotourism services, alienation of carbon units,

⁷ Reports. III UN World conference on disaster risk reduction. March 14-18, 2015 / Sendai, Japan <http://www.unisdr.org/files/45069_proceedingsthirdunwcdrrru.pdf> (date of the application 26.02.2024). We see the same approach in documents devoted to disaster risk reduction for certain groups of citizens.

and rendering of services of solid municipal waste management may be included under this category. A separate group will include the environmental contracts implemented within the boundaries of protected natural territories, namely national parks (agreement on recreational activities), as well as contracts on the recovery of ecological systems in environmental disaster zones (once they are established).

The environmental contracts are not a new kin group of civil contracts (like gift, exchange or hiring work), but they reflect another tendency - the formation of new groups of inter-branch contracts, where classic civil contracts are supplemented by a number of additional requirements, conditions or limitations. Most of these contracts are service contracts; the contracts for performance of work will inevitably appear in the near future.

The contracts of this group may be directly mentioned in the Civil code of the Russian Federation (e.g., environmental insurance), or may be non-defined (e.g., services for solid municipal waste management); they may be much needed in practice (e.g., ecotourism) or not (e.g., circulation of carbon units).

REFERENCES

1. Achterman G.L., Mauger R. (2010) The state and regional role in developing ecosystem service markets: *Duke Environmental Law & Policy Forum*, 20: 291-337.
2. Akhmedov A.J. (2015) Non-defined contracts in Russian civil law: Candidate thesis, Saratov State Law Academy.
3. Babaev M.J. (2019) History of the emergency and development of contract as a tool of law: *Education. Science. Scientific personnel*, 2: 17-19.
4. Bekisheva S.D. (2011) Development of environmental entrepreneurship as a direction of environmental policy of the Republic of Kazakhstan: *Ecological Law*, 5: 27-32.
5. Berezina E.A. (2021) History of the law of contracts development in Russia during the period of X-XVI centuries. In: *Problems of rights protection: the past and the present. XV International research to practice conference*: St. Petersburg: Leningrad State University Press.

6. Boklan D.S. (2016) Interaction of international ecological and international economic laws: Doctor thesis, Moscow State Institute of International Relations (University) Ministry of Foreign Affairs of Russia.
7. Boltanova E.S. (2021) Development of the town-planning legislation of Russia in regards to regulation of contractual relationships: Property relations in Russian Federation, 8: 79.
8. Chalaya L.A., Lyadova A.V. (2008) History of law of contracts: study guide: Vladimir: Vladimir State University Publishing House.
9. Civil law: textbook. Part 1 under the editorship of V.P. Kamyshansky et al. (2010): Moscow: Eksmo.
10. David R. (1988) Principal legal systems of our time: Moscow: Progress.
11. Davydov D.V., Pakkar A.A. (2019) Smart-contracts in the contract system for the procurement of goods, works, services by government agencies and certain types of legal entities. In: Entrepreneurship and reforms in Russia. Collection of articles - materials of the XXV International conference of young scientists and economists: St. Petersburg: Scythia.
12. Ding G. et al. (2019) A study on the classification of China's provincial carbon emissions trading policy instruments: Taking Fujian province as an example: Energy Reports, 5: 1543.
13. Gordon M.V. (1954) The system of agreements in Soviet civil right: Scientific papers of the Kharkov law institute, 5: 66.
14. Gracheva O.S., Romanova A.A. (2019) Agreement for the provision of services of management of municipal solid waste: procedure of conclusion, conditions and content: Issues of Russian and International law, 9-4.1: 7-14.
15. Gribanov V.P. (1987) Problems of change of the basis of civil legislation of the USSR and Union republics: Bulletin of Moscow State University. Series "Law", 4: 35.
16. Ilin I. et al. (2022) Life-Cycle Contract as an Innovative Business Model for High-Tech Medical Organizations: Journal of Open Innovation: Technology, Market, and Complexity, 8-4: 207.

17. Jonasdottir S.K., Thordardottir I., Jonsdottir T. (2022) Health professionals' perspective towards challenges and opportunities of telemedicine service provision: A scoping review: *International Journal of Medical Informatics*, 167: 104862.
18. Kasprova Y.A. (2014) Environmentally neglected territories: features of legal structure: Candidate thesis, Institute of State and Law of the Russian Academy of Sciences.
19. Kazantsev M.F. (2020) Classification of the terms of a civil agreement according to the amount of freedom of the parties in their determination: *Scientific annual periodical of the Institute of philosophy and law of the Ural Branch of the Russian Academy of Sciences*, 10: 439.
20. Korzenkov R.G. (2019) History of legal regulation of relations in services provision. In: *The problems of the modern society development. Collection of scientific articles of the 4-th All-Russian Research-to-Practice Conference: Kursk: South-West State University.*
21. Kozlova E.B. (2011) Organizational agreements: concept and classification: *Laws of Russia: experience, analysis, practice*, 5: 3-8.
22. Krasavchikov O.A. (1960) System of certain types of obligations: *Soviet justice*, 5: 42-43.
23. Kudryavtseva T.N. (2019) The historical development of the institution of contract change and termination: *International Journal of arts and sciences*, 11-1: 168.
24. Kvashni Y.A. (2009) Waste as an item of property: *Household solid wastes*, 11: 34-37.
25. Levushkin A.N., Nechaeva A.V. (2020) Legal nature and content of surrogacy agreement in terms of defined contracts: *Family and housing law*, 5: 7-11.
26. Makarenko I.A., Dadayan E.V., Storozheva A.N. (2021) Legal regulation of the procedure of execution and compliance of government contracts: background to the case. In: *Agroindustrial complex: challenges and opportunities of the development. The All-Russian Research-to-Practice Conference Materials. Part 2: Blagoveshchensk: Far Eastern National Agrarian University.*
27. Mytareva A.S. (2021) Agreement in the field of information technology: concept and types: *Young scientist*, 34: 143-145.

28. Nazarenko E.A. (2012) The specific features of contractual relationships documentation in Russian history. In: Current issues of humanities. Collection of research papers of students, post-graduated students and young researchers: Tomsk: National Research Tomsk Polytechnic University.
29. Novoselov S.N. (2012) Environmental services: foreign experience and problems of the domestic market development: Economics, Statistics and Informatics, 3: 243-244.
30. Ozdamirova L.M. (2018) The Laws of Hammurabi as the most ancient monument of law: Bulletin of Modern Research, 11-4: 42-43.
31. Ponomarev M.V. (2011) Production and consumption waste as item of property: Household solid wastes, 3:48-51.
32. Popondopulo V.F. (2009) Agreement – a means of private law regulation: Bulletin of St. Petersburg University, 3: 6-7.
33. Ruden E.V. (2015) Legal regulation of ecological contractual relations in Ukraine: Candidate thesis, Taras Shevchenko National University of Kyiv.
34. Ryzhenkov A.J. (2018) Legal problems of environmental entrepreneurship development in Russian Federation: Laws of Russia: experience, analysis, practice, 1: 66-70.
35. Ryzhenkov A.J. (2014) Legal regulation of the eco-tourism development in Russia: challenges and opportunities: Business. Education. Law. Bulletin of the Volgograd Institute of business, 4: 261.
36. Safronova T.N. (2011) System of contracts in Roman law and civil law of modern Russia: Legal notes, 1: 91-99.
37. Sapozhnikova Yu. (2007) To the question of correlation between contract and obligation in the legal practice of Russia in the XIX century: Modern law, 10-1: 112-113.
38. Semkina T.I. (2011) Determining the place of sale of services when transferring greenhouse gas emission quotas: Tax policy and practice, 2: 37.

39. Sergunina N.A. (2019) Legal nature of an agreement on integrated territorial development: Vestnik of the Russian Law Academy, 1: 85-91.
40. Shagidullina A.R. (2011) Civil contracts in the field of waste management: Georesources, 5: 41.
41. Shcherbakovsky G.Z. et al. (2006) Classification and type definition as methodological procedures of theoretical and legal research: Bulletin of St. Petersburg University Ministry of Internal Affairs of Russia, 1: 69.
42. Smurova E.S. (2015) Legal nature and structure of an agreement for integrated urban development (Comparative analysis with an agreement on built-up areas development): Bulletin of the St. Petersburg State University, 14-3: 59-61.
43. Sorokina Y.S. (2004) Problems of international legal regulation of trading in greenhouse gas emissions quotas: Candidate thesis, Peoples' Friendship University of Russia.
44. Trikoz E.N. (2013) Ancient Sumer: special law tradition: Bulletin of the Peoples' Friendship University of Russia. Series: Legal sciences, 3: 112.
45. Ukolova T.N. (2016) The system of civil agreements as complex of associated elements. In: Classification of contracts in civil right. Collection of abstracts of the All-Russian Research-to-Practice Conference: Samara: Samara Academy for the Humanities.
46. Wirth D.A. (2017) Paris agreement: New component of the climatic regime of the UN: Bulletin of international organizations, 12-4: 192-193.
47. Zakrzhevskaya I.V. (2009) Contract for the implementation of research activities, development and technological work in the system of civil law contracts: Bulletin of the South Ural State University, 19: 71.
48. Zhigankov D.V. (2023) On the peculiarities of liquid waste treatment within the context of current legislation: Interscience, 29-1: 51-52.
49. Zlobin S.V. (2011) Legal regulation of environmental entrepreneurship: Candidate thesis, Volgograd State University.

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