| **Risk Category** | **Potential Risks** | **Proposed Solutions** |
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| **1. Legal Compliance** | - Non-compliance with Indian contract law.  - Differences in intellectual property (IP) laws between Russia and India.  - Non-compliance with Indian labour laws. | - Review the agreement with an Indian legal expert to ensure compliance with the Indian Contract Act, 1872.  - Align IP clauses with the Indian Copyright Act, 1957, and the Patents Act, 1970. Ensure IP transfer clauses are enforceable under Indian law. |
| - Ensure terms related to employment, taxation, and benefits comply with the Indian labour code, including the Shops and Establishments Act and the Payment of Wages Act. |
| **2. Taxation** | - Mismatch in tax obligations under Indian tax laws (e.g., TDS, GST). | - Consult a tax advisor to ensure proper application of TDS (Tax Deducted at Source) and GST (Goods and Services Tax) as per Indian tax laws. |
|  | Double taxation due to cross-border payments. | - Include provisions for tax residency certificates and refer to the Double Taxation Avoidance Agreement (DTAA) between India and Russia. |
| **3. Dispute Resolution** | -  Enforceability of arbitration clauses under Indian law | - Ensure arbitration clauses comply with the Arbitration and Conciliation Act, 1996. Specify New Delhi as the arbitration venue and use institutional arbitration (e.g., ICC or DIAC) for enforceability. |
|  | Jurisdictional issues in case of cross-border disputes. | - Include a clear jurisdiction clause specifying Indian courts as the governing authority for disputes. |
| **4. Data Privacy** | - Non-compliance with Indian data protection laws (e.g., IT Act, 2000, and DPDP Act). | - Update data privacy clauses to comply with the Digital Personal Data Protection Act (DPDP Act), 2023, and the Information Technology Act, 2000. Ensure consent mechanisms and data storage comply with Indian laws. |
| **5. Currency and Payments** | - Restrictions on foreign currency transactions under FEMA (Foreign Exchange Management Act). | - Ensure payment terms comply with FEMA regulations. Use authorized banking channels for cross-border payments and include clauses for currency conversion. |

**Risk Map for Adapting the Agreement to Indian Legislation**

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| **6. Termination and Penalties** | - Unenforceability of termination clauses under Indian law. | - Review termination clauses to ensure they comply with Indian contract law. Avoid penalties that may be deemed excessive or unconscionable. |
| **7. Intellectual Property** | - Disputes over IP ownership or licensing. | - Clearly define IP ownership, licensing, and usage rights in the agreement. Ensure compliance with Indian IP laws. |
| **8. Cultural and Operational Differences** | - Miscommunication due to cultural differences. | - Include clear definitions and explanations of terms to avoid ambiguity. Use bilingual agreements (English and Russian) if necessary. |
|  | - Operational challenges in cross-border collaboration. | - Establish clear communication protocols and designate local representatives for smoother operations. |
| **9. Regulatory Approvals** | - Lack of necessary approvals for foreign entities operating in India. | - Ensure the Contractor obtains necessary registrations (e.g., GST registration, PAN, and TAN) and complies with Indian corporate laws for foreign entities. |
| **10. Force Majeure** | - Unclear force majeure clauses under Indian law. | - Define force majeure events explicitly and ensure the clause complies with Indian contract law. Include pandemic, natural disasters, and government actions as force majeure events. |