Family Code of the Russian Federation N 223-FZ (articles 40-44):

MARITAL AGREEMENT

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IFF 1-4

Definition

- A marriage contract is the agreement of the spouses defining property rights and responsibilities of spouses in a marriage, and in the case of divorce.
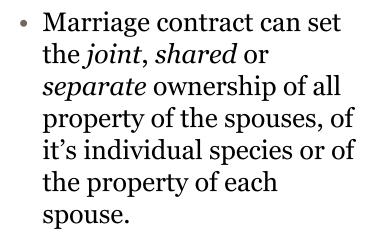
Making of a marriage contracts

- The marriage contract can be concluded
- before the state registration of the marriage
- at any time during the marriage (comes into force from the date of the state registration of marriage)
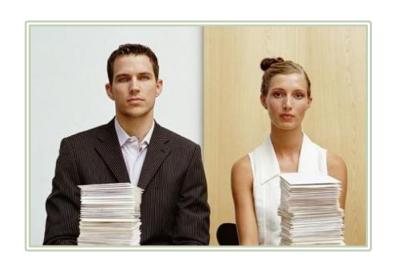
The content of the marriage contract

- Marriage contract can set the *joint*, *shared* or *separate* ownership of all property of the spouses, of it's individual species or of the property of each spouse.

- The marriage contract can be concluded with respect to existing and to the future marital property.

The content of the marriage contract

- Spouses can determine ways of participation in each other's incomes, the order of their family expenses, etc. and to include their other provisions concerning property relations of the spouses.
- Circumstances under the marriage contract may be limited to certain dates or made dependent on certain conditions.

The content of the marriage contract

- Marital agreement can not

- *restrict* active or passive *legal capacity* of the spouses and their right to go to court to protect their rights
- regulate personal relations between spouses
- regulate rights and responsibilities of spouses with *regard to children*
- contain conditions that put one of the spouses in a disadvantage

Modification and termination

- Contract can be modified or terminated at any time by agreement of the spouses. Unilateral refusal to perform the MC is not allowed.
- The action of the marriage contract is terminated from the moment of termination of the marriage

The recognition of the MC invalid

- Contract can be declared invalid by the court in whole or in part on the grounds provided by the Civil Code of the Russian Federation for the invalidity of transactions.

- The court can also declare the contract void if the conditions of the contract put a spouse in a very unfavorable position.

Any questions? :)