

СЕКЦІЯ: 4 ПРАВОЗНАВСТВО. ПОЛІТОЛОГІЯ

*Haharskyi N. S.,
baccalaureate student*

*Roienko L. V.,
Senior Lecturer, Department of Philology and Translation
Kyiv National University of Technologies and Design*

**THE CONTRACT OF SALE AS A MEANS OF REGULATION OF CIVIL LEGAL
RELATIONS**

Regulation of civil legal relations is carried out with the help of various legal institutions. One of the main such institutions is a civil contract. This legal institution, known since Roman times, has not lost its importance, but, on the contrary, is becoming even more important. The role of the treaty is increasing not only in Ukraine, but also in other countries. No less attention is paid to the regulation of contractual relations in the European Union. Recently, considerable attention has been paid to the unification of contract law in the European Union (hereinafter referred to as the EU). This is evidenced by already developed documents, for example, the Principles of European and contract law, and draft documents, in particular, the draft of The European Civil Code (where contract law is given considerable attention) and the *Acquis Communautaire* project in the field of contract law, which is currently being actively developed under the auspices of the European Commission (so far the official name of the document is *General Principles of European Contractual Law*) [1, c. 179]. .

As you know, the contracts in the Civil Code of Ukraine are placed according to the system. The first group of contracts on the paid transfer of property in ownership is placed in the code. The main one in this group of contracts is the contract of sale. It can be argued that it is the main and important one not only for the group of contracts on the transfer of ownership of property for payment, but also for others, since quite often there are references to the contract of sale [2, c. 71].

With the help of the purchase and sale contract, as it is known, the commodity-monetary relations between the producer and the consumer are mediated. That is why, in the Civil Code of Ukraine, a significant number of articles - 61 (from Article 655 to Article 716) are devoted to the contract of sale (including its varieties) [4].

The contract of purchase and sale is important in legal relations not only within the borders of one or another state, but also in private relations between residents of different countries. That is why such attention is paid to the unification of sales contract norms at the international level. No wonder the UN Vienna Convention on Contracts for the International Sale of Goods was adopted in 1980, and in 1986 the Convention on the Law Applicable to Contracts for the International Sale of Goods was adopted. At the EU level, which has already been mentioned, there is also a process of agreement and soon possible adoption of a document, which would prescribe uniform norms for all contracts and sales.

One of such projects, which provides for agreed norms on the contract of sale and purchase, is the project of the European Civil Code. 57 articles are devoted to the draft of the European Civil Code of the contract of sale. Undoubtedly, many European scientists are skeptical about the need to develop a project of the European Civil Code and the possibility of its adoption. However, as rightly stated in the book by Reichard Zimmerman and Samona Whitaker "Good faith in European contract law", the development and adoption of the Vienna Convention on Contracts for the International Sale of Goods in the 60s of the last century also caused skepticism [5, c. 74].

In view of Ukrainian prospects for possible membership in the EU, as well as the requirements of Art. 51 of the Partnership and Cooperation Agreement between Ukraine and the European Communities and their member states, this project is of considerable interest to scientists.

Part 1 of Art. 655i of the Civil Code of Ukraine enshrines the most common definition of the contract of sale, according to which "under the contract of sale, one party (the seller) transfers or undertakes to transfer the property (goods) to the property of the other party (the buyer), and the buyer accepts or undertakes is bound to accept the property (goods) and pay a certain amount of money for it." This definition of the contract has not changed compared to the Civil Code of the Ukrainian SSR of 1963. This definition is so universal that in the literature it is difficult to find any challenge to this concept or to offer any significant variations on this topic. There are no comprehensive scientific studies of the general provisions of the sales contract in Ukraine. And the existing studies concern only the varieties of the contract of sale and purchase.

However, despite the lack of any significant variants of the general definition of the contract of sale in the scientific literature, we will cite several definitions in scientific sources that basically coincide with the definition contained in the Civil Code of Ukraine.

Now let's consider this problem at the EU level. It should be noted right away that in the sources available to us in the EU, as well as in Ukraine, there are no scientific discussions regarding the concept of a sales contract. On the one hand, this is not entirely good, since the lack of discussion and proposals regarding various definitions does not provide an opportunity to fully understand the approaches to the concept of a sales contract in the EU and thereby express one's point of view. On the other hand, this is positive, because it can be argued that the definition of the concept of a purchase and sale contract, formulated for decades, is so consistent that it does not need any improvements.

References:

1. Рагуліна К. А. Договір як особлива форма існування правових норм. *Державне будівництво та місцеве самоврядування*. 2015. Вип. 29. С. 179–189.
2. Телестакова А. А. Основи приватного права України: навчальний посібник / За заг. ред. професора А.Ю. Олійника. Дніпро : Ліра, 2020. 160 с.
3. Філатова Н. Ю. Регулювання особливостей електронних договорів: порівняльно-правовий аналіз. *Проблеми законності*. 2017. Вип. 139. С. 63–77.
4. Цивільний кодекс України [Electronic resource] URL: <https://zakon.rada.gov.ua/laws/show/435-15#Text>.
5. Цивільне право України: підручник. 2-е вид., перероб. і доп. У 2 частинах. / За ред. проф. Р. Б. Шишки (кер. авт. кол.). Ч. 1. Загальна. Київ.: 2018. 736 с.

Roienko K. V.

baccalaureate student

Kyiv National University of Technologies and Design

Scientific supervisor:

Koval O. M.,

Associate Professor, PhD in Law

SOME ASPECTS OF LEGAL PROTECTION OF INTELLECTUAL PROPERTY NON-TRADITIONAL OBJECTS

Legal protection of intellectual property can be described by different classifications. Non-traditional objects are one of the four main groups. Its separation causes a lot of controversy due to a number of reasons. An important omission is the fact that there is no definition of the term "non-traditional objects of intellectual property" in the current legislation.

Traditionally, intellectual property is divided into industrial property and copyright. In addition to such objects that are protected by copyright and patent law, as well as by the Institute of Means of Individualization of Participants in Civil Circulation, Goods and Services. Ukrainian legislation distinguishes such objects of intellectual property as scientific discoveries, topographies of integrated microcircuits, rationalizing proposals, varieties of plants and animal breeds (breeding