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CONCEPT, CONTENT AND SCOPE OF COPYRIGHT

Intellectual property law is a sub-branch of civil law, consisting of a set of legal norms that are designed to regulate the use of various objects of intellectual property. This sub-sector includes institutions: patent law, copyright, the right to a secret of production (know-how), the right to means of individualization, etc.

Intellectual rights are rights to the results of intellectual activity and means of individualization equated to them, including the exclusive right, as well as personal non-property rights and other rights.

Exclusive right is a property right to use the results of intellectual activity or a means of individualization that allows one to dispose of the exclusive right to it.

Keywords: concept, content, copyright, civil law, patent law

CONCEPTUL, CONȚINUTUL ȘI IMPLEMENTAREA DREPTULUI DE AUTOR

Dreptul proprietății intelectuale este o subramură a dreptului civil, constând dintr-un set de norme juridice care sunt concepute pentru a reglementa utilizarea diferitelor obiecte de proprietate intelectuală. Acest subsector include instituții: dreptul brevetelor, dreptul de autor, dreptul la un secret de producție (know-how), dreptul la mijloace de individualizare etc.

Drepturile intelectuale sunt drepturi asupra rezultatelor activității intelectuale și mijloacelor de individualizare aferente acestora, inclusiv dreptul exclusiv, precum și drepturile personale neproprietate și alte drepturi.

Dreptul exclusiv este un drept de proprietate de a folosi rezultatele activității intelectuale sau un mijloc de individualizare care permite cuiva să dispună de dreptul exclusiv asupra acesteia.

Cuvinte-cheie: concept, conținut, dreptul de autor, drept civil, drept de brevet.

Introduction: Intellectual property law is very young - just over 500 years old. Its components are: ***copyright and industrial property rights***. The origin of copyright was the invention of the printing press. It should be noted that before that, books were expensive, written by hand, and not everyone could buy them. Already with the advent of printing presses, the circulation of books increased. With the increase in the circulation of books, negative factors arose, namely "piracy".

In the future, for the publication of the

book, the publisher spent both time and money associated with checking the text itself and with a number of other very sensitive moments. As for The Pirate, he was at his best: by purchasing a ready-made book, he saved not only money, but also time. Compared to other publishers, the cost of the book was much less. Then the book publishers made a trick - they demanded the issuance of special letters to them, securing for them a special right in printing books.

Such letters were the prototype of modern copyright. Over time, it became necessary to adopt a special law establishing general rules that would allow regulating such relations.

The first known copyright law was the Statute of Anne of 1709. Its essence was as follows: Printers, booksellers were allowed to print and publish books without the permission of the authors, as a result of which damage and ruin were caused to the authors and their families, for this the English Statute of Anna was approved - avoiding ruin in the future and contributing to writing new and useful books in the future. With regard to industrial property rights, its development was different. If we look into the distant past, we can say about the existence of special workshops where various metal products were made. Members of the same family worked in them, and with the birth of a son in the family, everyone was convinced that he would continue the work of his family. The accumulated experience of generations gave its results, and the secret of production was kept secret by family members and passed down from generation to generation. The state was interested in establishing such production on a larger scale. While artisans were in no hurry to reveal the secret of their production, because this will lead to competition and the decline of the state [22, p. 32].

The state did a trick, guaranteeing the artisan the right to produce products only with the technology known to him, if he reveals the secret of production.

Thus, new results of intellectual activity began to appear. Computer programs appeared, which are also objects of copyright.

When writing the article, the following **methods** were used: comparative legal, logical, imperial, historical.

Today, intellectual property plays a huge role. Today, every industrial product is included in the object of intellectual property. For example, let's take a disc case, it is also the result of intellectual activity. Take, for example, another object of intellectual property such as a trademark. "Trademark" ("service mark") in the economy is replaced by the concept of "brand", for example, brands: "Apple", "Amazon", worth tens of billions of dollars. The very term ***"intellectual property"*** is collective for objects that are protected results of human creative activity. These include, for example, phonograms, works of art, literature, inventions, etc. Therefore, **intellectual property** is nothing more than the results of intellectual activity and the means attributed to them, which make it possible to individualize legal entities, entrepreneurs, goods, services, which are provided with legal security [28, p. 44].

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Intellectual rights are rights to the results of intellectual activity and means of individualization equated to them, including the **exclusive right**, as well as **personal non-property rights and other rights.**

Exclusive right is a property right to use the results of intellectual activity or a means of individualization that allows one to dispose of the exclusive right to it.

Other persons are allowed to use objects of intellectual property only with the consent of the copyright holder. "Exclusive right" speaks for itself - only the owner of this right can use such an object.

As the owner of the exclusive right to an object of intellectual property, he can transfer this right to another person on the basis of an agreement, i.e. allow another person to use this object on the basis of an agreement, and he is also competent to dispose of it in a different way, but not in opposition to the current legislation of the Republic of Moldova.

All ways of using the work within the limits of the exclusive right, transferred on the basis of the contract, must be clearly and clearly listed in it, otherwise the right to use is considered not transferred until the interested party proves the transfer of such a right.

Acting as the owner of the exclusive right to an object of intellectual property, he is competent to use it lawfully in any form and in any way. The exclusive right is far from the only guaranteed intellectual property right. We will talk about the category of personal non-property rights. Let's take copyright as an example. Copyright includes a large list of personal non-property rights. When the rights of the author of a work are mentioned, then we will talk about three groups of rights: ***exclusive right*** (property), ***personal non-property rights*** (the right to a name; the right to inviolability of the work), ***other rights*** (the right to remuneration).

Personal non-property rights, i.e. the right to a name, the right of authorship, the right to publish a work are protected indefinitely, tk. you need to know who created this work. Even if the author of the work has died, no one has the right to appropriate the rights of the author protected by law. Such rights are also inherent in patent law [33, p. 217] .

If you try to analyze the term **"intellectual property"**, you can argue that it means a certain type of property, but this is only partly true. Legal scholars tried to prove that the rights to the results of intellectual activity are subject to protection, like property itself. As for intellectual property, it is intangible, and its connection with a thing is only to the extent that the object of intellectual property is fixed in this thing. For example, the author fixed a work of art on a sheet of paper. In the event that the author has the exclusive right to this work of art and the legal, belonging only to him, ownership of the submitted piece of paper, then the subsequent transfer to another person of the sheet of paper with the work of art does not imply the transfer of rights to the work of art. The second subject has only the ownership of a piece of paper. In the language of a lawyer, the exclusive right to an object of intellectual property, regardless of the ownership of the material object itself, in which this object is expressed.

Intellectual property right is nothing but a regulator of reaching a compromise between society and the author himself. Since the reticence between the subjects can lead to the fact that the author's desire to create may completely disappear, and as a result, the creation of new inventions, works, and other objects of intellectual property will disappear.

Ensuring the legal protection of intellectual property objects is possible either by creating an object, or as a result of certain actions, such as, for example, registration. I would like to note that in many states the basic legal norms related to intellectual property are fixed in civil codes, and as for special regulation, it is fixed in laws that correct the provisions of the codes.

One of the basic definitions, both in intellectual property law and in general law, is the definition of a **subject** of law, otherwise a person with significant rights and obligations. For example, the author is the subject of copyright, in turn, the inventor is the subject of patent law.

Thus, the subjects of intellectual property rights are both individuals and legal entities. For example, the author of an object of intellectual property has the right to transfer his inherent right (copyright) to transfer the work of art he created to another person.

In accordance with Part. (2) Art. 7 of the Law of the Republic of Moldova "On Copyright and Related Rights" No. 139 of July 2, 2010 [19] as objects of copyright are: literary works (stories, novels, essays, novels, poems, etc.); computer programs protected as literary works;

scientific works; dramatic and musical-dramatic works, scripts, scenario plans, librettos, film synopses; musical works with or without text; choreographic works and pantomimes; audiovisual works; works of painting, sculpture, graphics and other works of fine art; architecture art, urban planning and gardening art; works of applied art; photographic works and works obtained by methods analogous to photography; maps, plans, sketches and plastic works relating to geography, topography, architecture and other fields of science; Database; other works.

According to Art. 9 of the Law of the Republic of Moldova "On Copyright and Related Rights" No. 139 of 02.07.2010 [19] : "In the absence of evidence to the contrary, the author of a work is considered to be the natural person under whose name the work was first published. When a work is published anonymously or under a pseudonym that does not allow the identification of the author, the publisher whose name is indicated on the work, in the absence of evidence to the contrary, is considered the representative of the author and, as such, has the right to protect and exercise the rights of the author. A natural or legal person whose name or designation is indicated on an audiovisual work, video recording or phonogram, until proven otherwise, is considered the producer of the respective audiovisual work, video recording or phonogram. To notify about their rights, the right holder has the right to use the copyright protection sign, which is placed on each copy of the work and consists of three elements: the Latin letter "C" in a circle; the name or designation of the owner of the exclusive copyright; the year of the first publication of the work. The use of a copyright protection mark is not a condition for granting protection to works under this law. The owner of the exclusive copyright in a work, published or unpublished, may register it in official state registers during the period of copyright protection. A person who has registered his work is issued a certificate of the established form.

Breeding achievements, topologies of integrated circuits, production secrets (know-how), means that allow individualizing legal entities, goods, work, services, as well as enterprises are established as independent objects.

The copyright holder, at his own discretion, can decide how to dispose of his exclusive rights without violating the law, including the transfer of exclusive rights under an agreement to another person.

On the basis of an agreement, exclusive property rights, as well as the right to royalties, unless otherwise provided by this law, may be transferred by authors or other copyright holder [19].

Transfer exclusive rights, possibly through an exclusive or non-exclusive license. In the event that the concluded license agreement did not expressly state that this license is exclusive, then it will be understood as non-exclusive. By means of an exclusive license, the transfer of rights to the licensee to use this work is assumed within the boundaries that are indicated by the license itself. Within the boundaries established by the license itself, the licensee is competent to allow or prohibit the use of this work by third parties. Unlike an exclusive license, a non-exclusive license allows the licensee to use the work within the scope of the license on an equal footing with third parties who have received the same right.

If we have touched upon the subject of contracts and legal regulation within the framework of the law, then it would be very appropriate to focus not only on those named contracts as an author's contract, a license agreement, but also on those contracts, the conclusion of which, within the framework of the principle of freedom of contract, is aimed at regulating those the rights that the subject is endowed with within the limits permitted by the legislation of the Republic of Moldova. We are talking about unnamed contracts, to which, in accordance with Art. 994 of the Civil Code of the Republic of Moldova apply:

a) the agreement of the parties, ex-

pressed and implied;

b) legal provisions applicable to contracts and contractual obligations in general;

c) the practice and customs prevailing between the parties in this area, if any;

d) legal provisions applicable to similar named contracts, to the extent that they are compatible with the nature and purpose of the contract not named in the law [5] .

Today, in the context of competition for increasing income in one's own business, the role of the results of intellectual activity occupies an important place [38, p. 137]. Among these, one can single out the mechanism for using "know-how", which is not regulated, namely, the mechanism for the transfer of production secrets on a contractual basis has not been finalized, recommendations have not been developed for improving legislation in the field of "know-how" transfer. One of the most important tasks of the applicability of the rule of law is to establish what social relations, from the point of view of legislation, should be regulated by certain legal norms and to develop, in this sense, some criteria for the selection and observance of the legislative qualification criteria of the legislator [2, p. 14].

Starting from the 18th century, the market economy increasingly began to use the results of human intellectual activity, which include works of science, literature, art, various inventions, utility models, and industrial drawings. The protection of these objects provides for the protection of information containing the essence of the objects and is possible with the permission of the owner. The patent owner, possessing technical methods and knowledge, which received the definition of "know-how", but did not receive legal recognition, which is easily accessible to third parties and, in turn, violating the interests of the patent owner, as he sought to keep the knowledge and experience gained secret . We can see the consolidation of "know-how" at the legislative level in the UK and the USA. According to the UK Corporate Income and Tax Act, "know-how" includes information and techniques used in research, agricultural work [43, p. 386].

Thirty-eight states of the USA have adopted "know-how" laws, and in the state of California they are contained in the Civil Code, where "secret production" refers to information that includes information about formulas, devices, computer programs, design developments of technologies that represent a certain value, since they are not publicly available to other subjects [11, p. 242].

According to the legal vocabulary, "know-how" is a store of technical knowledge and experience acquired as a result of highly specialized production. This knowledge can, as a rule, be contained in documents, drawings, and so on [35, p. 703].

The secret of production can consist of any formula, sample and provides the entrepreneur with the opportunity to gain an advantage over competitors [8, p. 122]. As we can see, there is no single "know-how" terminology, but they are all the same. In 1996, the European Union proposed to consider as one of the most important elements of "know-how" the benefits of the licensee, that is, the person who has acquired the "know-how". implements or has the right to implement, thanks to the package, the cognitive information contained in it [9, p. 383].

For the first time in the Law of Ukraine "On Investment Activities", the term "know-how" began to be interpreted as a set of technical, technological, commercial and other knowledge, formalized in the form of technical documentation, skills and production experience necessary for organizing one or another type of production, but not patented [44].

According to Commission Regulation (EU) No 3 16/2014 of 21.03.2014 on the application of Art. 101(3) of the Treaty on the Functioning of the European Union to the category of technology transfer agreements in paragraph (i) of Art. 1 "know-how" means a package of practical information obtained through experience and testing, which is: secret, i.e. not

generally known or readily available, essential, i.e. significant and useful for the production of specific products, identifiable, i.e. described in such a way that it could be verified that it complies with the criteria of secrecy and significance [7] .

It is generally accepted that the secret "mystery" is exceptional knowledge that at a certain moment is not known to the person interested in them and can become known to her only in a legal way, for example, by acquiring them [15, p. 41]. As an example of "know-how" characterizing the secrecy, we can single out the Regulation of the Commission of the European Union in accordance with paragraph (2) Art. 10, where secrecy refers to the state in which the information is not publicly known or available information. According to G. Stumpf, the subject of the contract for the transfer of "know-how" may not be the secret of "know-how", however, on the condition that the one who buys (licensee) wants to acquire the knowledge and experience of the owner of the right (licensor) in all their totality [32, p. 349] .

Let's pay attention to the fact that some scientists distinguish the feature of novelty as one of the constitutive features of „know-how" [17, p. 47-83].

In accordance with the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS), features such as secrecy "commercial value" reveal an undisclosed idea. They can be the object of protection in the presence of signs: they are a secret, they are not well known, publicly available to an indefinite circle of persons [41, p. 54]. Now I would like to pay attention to the protection of "know-how" and the protection of "know-how". The definition of "protection of civil rights" implies a set of measures that ensure the normal course of the implementation of these rights. This includes measures of a legal, economic, political, organizational nature aimed at creating the necessary conditions for the implementation of civil rights [29, p. 280].

To date, the agreement on the transfer of "know-how" is not fixed, which indicates that it is not named in the civil law of the Republic of Moldova. According to Fl. Popa: „The terminology of named and unnamed contracts contains elements inherent in them, which can be determined by two criteria:

1) application of the legal regime;

2) official name" [25, p. 45].

Some scholars consider the "know-how" transfer agreement to be independent in relation to "know-how" [42, p. 15] the rest - in the form of a kind of agreement on the distribution of knowledge [23, p. 14].

G. Stumpf argues that the know-how transfer agreement is closer to the sale and purchase agreement, because the right behind it is valid not for a fixed period, but for the period of existence of the right itself [31, p. 41]. However, in the event that the owner of the right to "know-how" transfers the "know-how" to the acquirer as the owner, then the owner completely loses control over him and the information constituting the "know-how" in secret will not be appropriate.

Let's analyze and compare the "know-how" transfer agreement with the license agreement:

Firstly, the object of the agreements is different, that is, the licensor grants the right to use a patented specific type of intellectual property object to the licensee, and the object of the "know-how" transfer agreement is secret information, the use of which is impossible without the knowledge of the owner, however, in addition to permission, the very act of transmitting information. As a result, according to the "know-how" transfer agreement, secret information is subject to transfer, and at the same time, the license agreement regulates the transfer of patented objects;

Secondly, the content of the contracts is different. The content of the license agreement is to allow the use of one or another object of intellectual property, and in the agreement on the transfer of "know-how" the provision of information constituting "know-how", as well as

compliance with the conditions for not violating the confidentiality of this information. This is expressed in the fact that the main difference between the transfer of "know-how" in contrast to the license for an invention lies in the risk accompanied by the disclosure of secret information "know-how" before the signing of the contract, as well as leakage of information to third parties [26, p. 39]. In other words, the contract will be valid as long as the information constituting the "know-how" is kept secret.

In contrast to the "know-how" transfer agreement, according to the license agreement, the subject has the right to get acquainted with information that will allow him to find out the essence of the entire agreement, at the same time, in the "know-how" transfer agreement it is impossible for the acquirer of the "know-how" to find out the information of interest to him, without entering into this agreement.

Thirdly, the time of concluding a license agreement is within the scope of the patent, although the "know-how" transfer agreement is limited by the secrecy of information, because the disclosure of relevant information entails the loss of legal force of the contract. The "know-how" transfer agreement is a civil law agreement that governs property relations. Under this contract, where the principle of freedom of contract exists, the subjects have the right to independently choose the counterparty, the form of the contract, the type of contract, place, duration of the contract, etc. [39, p. 158].

Let's take as an example "know-how" regulation in such countries as: Sweden, France, Estonia, Finland, Romania, Latvia, Spain, Italy, Germany, Belarus, Russian Federation. Sweden is the holder of the Act on the Protection of Trade Secrets [27] Under Swedish law, "know-how" is not an intellectual property object, but there is a connection between them. Legal protection extends subject to the following conditions:

– information obtained in the course of doing business;

– information is in strict secrecy;

– Giving them publicity will exclude the confidentiality of this information.

Illegal, misappropriation of "know-how" in order to make them public, for a fee or without it, qualifies as commercial espionage.

French civil law provides for the protection of "know-how" (manufacturing secrets) by writing it in the Code of Intellectual Property [13] (Intellectual Property Code) namely:

– enjoys legal protection not just forbidden information, but a specific production secret;

– is the culprit who revealed the "know-how" of an employee or a former employee;

– is recognized as a violation to make public or attempt to disclose "know-how".

Under French law, classified information is considered intellectual property. According to the civil law of France, subjects whose guilt will be proven, the degree of damage caused, are subject to punishment. According to the Civil Code of France, the contract is terminated, and penalties are established [21]. The French Criminal Code qualifies the theft of information containing "know-how" as theft [12].

In Finland, "know-how" is governed by the Unfair Business Practices Act No. 1061/1978 of 12/22/1978 [40]. Anyone who has been informed by another person of a trade secret, technical model, or technical instruction that said person has unreasonably obtained or disclosed information may not use or disclose that information.

Protection of the violated rights of the "know-how" owner is feasible if the owner of this information proves that it is of a scientific nature and meets the established requirements:

- are directly related to the company;
- there is no free access to them;
- have a certain value;
- disclosure of information that could harm its owner;
- all kinds of ways to protect the sacrament of information have been taken [37, p. 160].

In Spain, the main law governing "know-how" is the Law on Unfair Competition [30].

Italy regulates "know-how" in the Code of Industrial Property. Secret information forming "know-how" protective under the following conditions: the information must be secret, inaccessible to other persons [16] .

In Germany, the most significant norm regulating the legal protection of "know-how" is the German Law "On Combating Unfair Competition" [14], which is transferred to the employee, and to the owner and even to third parties. This law strictly prohibits the intentional disclosure of confidential information or other information, for profit, or by intentional harm. The applicant is obliged to provide the necessary evidence regarding the rights to "know-how". In the form of methods of protection are: the establishment of a veto on the distribution of "know-how", repairing the damage done.

According to the legislation of the Republic of Belarus, a "know-how" production secret is represented by an object of intellectual property in accordance with Art. 1010 of the Civil Code of the Republic of Belarus: "a subject lawfully in possession of information constituting a "know-how" production secret is entitled to protect this information from anyone." In Art. 1012 of the Civil Code of the Republic of Belarus states: "a subject that owns a "know-how" production secret can transfer information or part of it into the possession of another person" [4]. Based on the Law "On Commercial Secrets" of the Republic of Belarus Art. 1 provides that: "information constituting a "know-how" production secret is an integral part of a "commercial secret" [18].

According to Art. 1465 of the Civil Code of the Russian Federation: "know-how production secret is a collection of information of various types, about the results of intellectual activity of particular value, due to their protection from open access to them by third parties" [6].

Kyrgyzstan, Armenia envisage the "know-how" production secret as an object of intellectual property: art. 1100 of the Civil Code of Armenia [3]. To resolve the contradictions in the field of "know-how" and trade secrets, Directive (EU) 2016/943 of the European Parliament and of the Council of the EU of June 8, 2016 on the protection of undisclosed secrets of "know-how" production and commercial information (trade secrets) [10]. This Directive sets the task of establishing by the legislation of various countries a single concept (commercial secret), including "know-how", with a mandatory condition of confidentiality. In order to support and protect the know-how, it is necessary to ensure legal know-how through the transfer agreement, otherwise the transfer of the trade secret will be null and void [24].

The Concept and Content of Copyright

Copyright is a set of civil law norms designed to regulate relations for the recognition of authorship and the protection of works of science, literature and art, the establishment of a regime for their use, the granting of non-property and property rights to their authors, the protection of the rights of authors and other copyright holders [34, p. 343] . According to Part. (2) Art. 476 of the Civil Code of the Republic of Moldova: "Intellectual property objects are divided into two categories:

a) industrial property (inventions, plant varieties, integrated circuit topographies, trademarks, industrial designs and models, geographical indications, appellations of origin and traditional products guaranteed);

b) objects of copyright (literary, artistic and scientific works) and related rights (performances, phonograms, videograms and transmissions of broadcasting organizations).

In accordance with Art. 6 of the Law of the Republic of Moldova "On Copyright and Related Rights" No. 139 of 02.07.2010 [19] : "Copyright includes:

a) works, regardless of the place of their first publication, the owner of the copyright for which is a natural or legal person of the Republic of Moldova;

b) works published for the first time in the Republic of Moldova, regardless of the permanent or temporary residence of the owner of

the copyright in the relevant work;

c) other works in accordance with international treaties to which the Republic of Moldova is a party.

(2) A work is also considered to have been published for the first time in the Republic of Moldova if, within 30 days after the date of the first publication outside of it, it was published in the Republic of Moldova."

At the same time, the same Law of the Republic of Moldova assigns to the author of a work the ownership of the following moral rights:

a) the right of authorship - the right to be recognized as the author of a work and to demand such recognition, including by indicating his name on all copies of a published work or in the usual way in any use, except when this is not possible and when the absence of an obligation to indicate the name of the author follows from other provisions of this law;

b) the right to a name - the right to decide how his name should be indicated when using the work (real name, pseudonym or no name, i.e. anonymously);

c) the right to inviolability of the work - the right to protect the work from any distortion, distortion or other infringement that could damage the honor or reputation of the author;

d) the right to make the work public – the right to make the work public and the right to decide how and when it will be made public;

e) right to withdraw a work – the right to withdraw a work from commercial circulation with compensation for losses that may be caused by the withdrawal to the owner of the right to use the work.

(2) Moral rights are inalienable and non-transferable, renunciation of them is null and void even in the event of assignment of property rights by the author [19] .

It should be noted that the right of authorship is absolute and exclusive. The exclusivity of the right of authorship implies that, apart from the author himself, no one else can be the bearer of this right to a given object. The absoluteness of the right of authorship comes from the chance presented to the author to demand respect from others and recognition of the fact that he is the creator of this work. Like any non-material good, this right of authorship is inalienable, i.e. it cannot be transferred to anyone either during the life or after the death of the author.

However, in reality, the application of such provisions is not always straightforward. It is no secret that leaders, speaking in public, use the intellectual work of their subordinates, whose main task is to prepare a solemn speech for their leader.

The most common violation of the right of authorship is plagiarism, which in Latin "plagiatus" means (theft) [1, p. 37]. For example, a promising doctoral student has brought her final draft of her dissertation to her supervisor, and very soon she learns that her supervisor has published her dissertation as his monograph. In this case, if the doctoral student decides to file a lawsuit with the court to recognize her as the author of the dissertation, evidence will have a significant place, in the presence of which it is possible to confirm the authorship of the doctoral student.

Closely related to the right of authorship is the right to a name. Every citizen has the right to exercise rights and obligations under his own name, he also has the right to use a pseudonym, in other words, the right to a name is a special right to indicate the name of the author when his work is used.

Consider the following possible ways to specify the author's name. So, the most common way to indicate the author of a work is to indicate his personifying data (full name) - the real name. The next way to exercise the right to a name is to present its alias, i.e. invented name (A pseudonym (translated from Greek) means "bearing a false name" [36, p. 36]. According to part (2) of Art. 9 of the Law of the Republic of Moldova "On Copyright and Related Rights" No. 139 of 02.07.2010 [19]: "When a work is pub-

lished anonymously or under a pseudonym that does not allow identification of the author, the publisher whose name is indicated on the work, in the absence of evidence otherwise, is considered the representative of the author and, as such, has the right to protect and exercise the rights of the author." The author, at his/her discretion, can use several pseudonyms. If we are talking about the use of a work that was written in co-authorship, then in what order the names of the co-authors will be indicated will be decided by mutual agreement between the authors themselves. Related Rights" states that: "Property rights to an anonymous work or a work published under a pseudonym, with the exception of works of applied art, are protected for 70 years, starting from January 1 of the year following the year of the lawful publication of the work. Property rights to a work created in co-authorship, with the exception of works of applied art, are protected during the life of each of the co-authors and for 70 years, starting from January 1 of the year following the year of death of the last of the co-authors" [19].

The next way to exercise the author's right to a name is when the work is used anonymously, without indicating the name of the author. In that case, persons who know the real name of the author, without the consent of the author, cannot disclose his real name. In fact, in practice, observance of anonymity without indicating the name of the author is determined by the contract.

The right to inviolability of a work is an independent right that includes the right to protect the author's reputation, to prevent, without the knowledge of the author, from saturating the work with various illustrations, comments, explanations. All of the above is possible, but subject to two conditions. First, separately from the very object of criticism or commenting. Secondly, in an ethically acceptable form [20, p. 8]. According to Art. 10 of the Law of the Republic of Moldova "On Copyright and Related Rights" No. 139 of July 2, 2010 [19]: "the right to the inviolability of a work is the right to protect the work from any distortion, distortion or other infringement that could damage the honor or reputation of the author" [19]. Any use in violation of copyright, related rights or even other rights protected by the current legislation of the Republic of Moldova is recognized as illegal. Whether it is the right of authorship, the right to a name or the right to the inviolability of works of literature, science and art, they are all protected by the current legislation of the Republic of Moldova.

The right to publish a work is one of the moral rights of the author. The right to publish is a kind of granting access to your work to third parties. The author himself decides whether his work is ready to be presented to the public, and therefore, only he agrees to its publication or refuses to publish it at all. The right to publish a work is enshrined in paragraph (d) of Art. 10 of the Law of the Republic of Moldova "On Copyright and Related Rights" No. 139 of July 2, 2010 [19]: "the right to publish a work is the right to publish a work and the right to decide how and when it will be published". A work, or a copy of it, in the form and in the amount that will adequately satisfy the needs of consumers, taking into account the nature of the work, will be considered published. Also, the work will be considered published, if such actions related to access to the work of the general public are provided taking into account the will and desire of the author himself. If the author of a work, on the basis of a concluded agreement, transferred this work to another subject for further use, it is considered that the author has thus expressed consent to its publication.

In the event that the work was not made public by the author himself during his lifetime, then its publication is real after the death of the author by a person endowed with the exclusive right to this work, but on condition that such publication is not directed against the will of the author of the work, which was expressed by the author either in will, or in a letter, etc. Based on Part. (3) Art. 23 of the Law of the Republic of Moldova "On Copyright and Related Rights"

No. 139 of 02.07.2010 [19]: established for each such separate part". The final moral right of the author is the right to recall the work - this is the right belonging to the author, at his own discretion, to withdraw the work from circulation with the right to indemnify. It should be noted that all the moral rights of the author are inalienable and cannot be transferred in accordance with the current legislation of the Republic of Moldova in the field of intellectual activity.

Conclusions. Let's analyze and compare the "know-how" transfer agreement with the license agreement:

Firstly, the object of the agreements is different, that is, the licensor grants the right to use a patented specific type of intellectual property object to the licensee, and the object of the "know-how" transfer agreement is secret information, the use of which is impossible without the knowledge of the owner, however, in addition to permission, the very act of transmitting information. As a result, according to the "know-how" transfer agreement, secret information is subject to transfer, and at the same time, the license agreement regulates the transfer of patented objects;

Secondly, the content of the contracts is different;

Thirdly, the time of concluding a license agreement is within the scope of the patent, although the "know-how" transfer agreement is limited by the secrecy of information, because the disclosure of relevant information entails the loss of legal force of the contract.

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