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COPYRIGHT AGREEMENT AND ITS SPECIFIC FEATURES

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ABOUT ARTICLE

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Abstract: The author's contract is concluded between the author (co-authors) and the customer for the creation of a creative work. The agreement allows monetization of the object of copyright and transfer the relationship of the parties to the legal field. By signing an official document, the copyright holder and the customer thereby protect their interests and do not violate the property rights of the other party. Directly in the field of intellectual property, the protection of copyright and related rights, which are among the main institutions of intellectual property law, is violated by third parties, and the article talks about the role of this technology in ensuring the protection of this institution. The features of this agreement as a way of coming to compromise are studied.

INTRODUCTION

In the development of the country in terms of socio-economic and innovation, the first queue intellectual activity result considered intellectual property to what extent objects are legally protected and legal protection provided important importance occupation is enough. Today's to the day come and Intellectual property rights are developing all over the world, and its role in the economy is increasing is going International economic indicators analysis too intellectual activity showing the economic results in the form of numbers, in the form of money high attention by states to this network of law while assessing its impact indicates that it should be given. Consciously, this is in developed countries positive changes right understood without intellectual property state social economic in development the most from the leading columns to one is spinning.

That's its point of view from the point of view taken than known in the field socio-economic relationships developed towards this the field in order put his more development set give legislation and right of the theory it is natural that there is a need for its improvement. After all, intellectual as property rights develop, social relations in it become more complex, is increasing and legally more and more special than ever requires a relationship. Therefore, it is scientific and theoretical in the field of intellectual property and intellectual by the representatives of the field of practical activity increasing interest in improving the legal regulation of the property sector is going

In turn, a particular invention, utility model or literary works or the creation of musical works itself, earning and benefiting from them will not be enough for him to see. Naturally, industrial property objects are patented, state from the list impassable it is his protection issue question under stands Regarding copyright, the Republic of Uzbekistan "Copyright and According to the Law on Related Rights, the occurrence of copyright and done increase for the work register transfer or any another to officialdom compliance reach Demand not to be done defined. So, authorship the right of objects who by and when creation fact authorship the right surface brings it is. Highlight ok this condition one how many used differently in different countries. For example, the United States of America (USA). authorship the right objects register transfer application there is, however this process mandatory it's not, of course, right of the owner at will looking registration possible 2

Copyright protection in other countries, especially in Uzbekistan There are a number of unique means of doing this, and these are copyright contracts is considered Of course, copyright protection is the most important legal of means one authorship contract is considered Authorship legal research of the contract for both practice and theory is of primary importance. An authorship agreement is also a type of contract due to the fact that it is initially based on the general principles of the concept of the contract out tariff to give to him separately stopping transition to the goal according to is considered

The contract is indicated by its name, two or from him a lot of the parties conditions set give agreement is considered From the legal point of view, the contract is the Civil Code 353- according to Article "Civil rights and duties of two or more persons to create change or void to do about agreement" contract is called Contracts are signed by him, he imposes obligations and rights it can be unilateral or multilateral depending on the parties. Authorship contract too exactly contract common to the rules according to respectively intellectual property as a result relatively agreement, mutually rights and obligations is a defining objective form. The copyright agreement is intellectual property the right objects one considered authorship in the right central from places one occupies Own on behalf known authorship contract authorship the right object considered creative activity result to be science, applied to works

of literature and art. The copyright agreement is theoretical in terms of the author's own creativity to the product, relatively proprietary rights, another is a form of transfer to a person or their realization. Because the author owns the property rights to his work on the basis of the contract, inheritance based on and the law based on to pass possible set placed. So, proprietary rights, another to the individual of transfer, one shape as authorship contract is important, earns.

National to legislation according to authorship contract, important to the seat have from concepts, one is considered. Authorship contract legal in order, puter norms, Uzbekistan Republic "Authorship, the right and kindred spirit is regulated by the Law on Rights. This law is 38 - 42, the legal nature of the author's contract is reflected in the articles. This is it, Law to Article 38 according to of the author, proprietary rights only, authorship contract make up the way with right, the owner by another to the individual can be transferred. Transfer of author's property rights to another person, copyright agreement on the transfer of exclusive rights to another person on the basis or transfer of non-exclusive rights to another person, authorship contract based on done, increase possible. Absolutely rights, copyright agreement on transfer to another person only these rights being conducted, person from the work, certain method and in the contract defined in the circle to use, permission will give. Law with 5 ta in substance, authorship to the contract, briefly explanation giving passed being theoretical in terms of copyright agreement about much stopping more can pass.

Theoretical in terms of authorship to the contract about ratio wider approaches there is. An example for, authorship contract to the concept if we stop. Authorship contract when said one from the side science, literature and the author of the artwork or his employer or other proprietary, authorship concluded between the owner of the rights and the user of the work on the other hand, contract is understood. According to this agreement, the author is entitled to the user in return, conditioned method and defined in term from the work use to grant the right, and the user according to the right granted to him from the work use and right undertakes to pay. 3

So, authorship contract right to the owner (author, the work giver and another authorship of rights owner) belongs to has been rights (rights scope displayed) certain one on purpose (commercialization to be possible) it is a contract concluded with a person in the status of a user. of the law As defined in Article 38, the author's property rights to another person, transfer absolute rights, another to the individual transfer about authorship, transfer of non-exclusive rights to another person on the basis of a contract can be implemented on the basis of the copyright agreement. Material the property right to the object or the right to own a material object, another to the individual transfer that's it in the object

reflection delivered to the work has been any does not cause the copyright to be transferred to a person other than itself marked as

Another important aspect is the property right to a material object or material to the object ownership to do the right contract based on another to the individual transfer authorship of the right by itself another to the individual to be held It is said that it does not mean. From this point of view, copyright contracts are civil from contracts in legal relations, gift, inheritance, contract, in exchange for a fee service and difference from others does.

International to the experience according to authorship contract to the concept relatively approach how? An example for, the whole world intellectual property legislation development huge effect did from the states one this France is considered "Dualism" is promoted in French copyright. According to him, the author rights are divided into two - property rights and personal non-property rights. Author's property rights based on this dualistic approach for two divided, these are demonstration to do (open do) and execution to do the right is considered These two property rights can be transferred for a fee or for free permission given In general when authorship contract when you say French to the legislation according to from the work use for one from the side strict respectively the author and between the user to be built contract understood.

Russia scientists by traditional to conception suitable respectively of the author to the work has been rights proprietary and personal non-proprietary to rights there is a practice of being. Personal property rights are not in any form cannot be alienated from the author. The property rights of the author authorship through a contract transfer specifying that it is possible placed Own in turn, Russia to the legislation according to authorship order contract there is also a concept, which has several differences from the author's contract there is. This is it to differences below stopping around let's go

From the above traditional concept, the legislation of some countries gradually slowly retreat too forward is being pushed. An example for, Switzerland authorship In law, some scholars consider personal property rights to be one or the other it is suggested that it can be transferred to another person. This too approach regarding the author's rights to his work slowly changed from going proof is giving

National to legislation according to too traditional from conception come came out without of the author proprietary rights authorship contract based on transfer It is assumed that it is possible. Exactly, this copyright agreement is the author's work transfer legal in terms of in order solid and that's it contract of the work protection providing will give.

Now there are several copyright contracts depending on their subject can be divided into types. A common type of copyright agreement is authorship the right submit contract is considered Such without absolute rights are transferred to the user in full. The new copyright holder, that is, the party that receives the exclusive rights on the basis of the contract owns the author's work at will according to never without any restrictions can use.

This situation is also defined in our national legislation, that is, "Authorship of the law on rights and related rights" (hereinafter referred to as the law is maintained) in accordance with Article 38 of the author's property rights to another person transfer absolute rights another to the individual transfer about authorship based on the contract, only the person to whom these rights are transferred is specific to the work method and in the contract within a specified range to use allows.

Moreover, Uzbekistan Republic Citizenship of the code 1056- legal entities and individuals, only the owner of the work or according to the contract with another authorized person, including property to the agreement concluded with organizations managing rights on a collective basis according to or they are didn't happen in case this of organizations duties and obligations executor organization with Created to the contract according to it is indicated that they can be used. Therefore, it is noted in Article 19 of the law done absolute rights authorship contract based on another to the individual to use submission or as long as it can be transferred.

In turn, the organization that manages property rights on a collective basis and a mutual agreement is also established between the author. In many cases this to contracts too authorship contract as to look cases there is. However, this error approach is considered Highlight ok proprietary the contract concluded with organizations that manage rights on a collective basis is not considered a copyright contract. yffd on intellectual property rights As A. Yuldashov noted, he manages property rights on a collective basis legal relationship between organizations and authors assignment contract character have is considered 4

Assignment according to Article 817 of the Civil Code of the Republic of Uzbekistan contract according to one side (representative) second side (task of the giver on behalf and his at the expense of certain legal actions happen reach obligation takes Representative made up deal according to right and obligations directly arises in the client. One or more by the assignment representative certain legal actions happen reach about or assignment of the giver their work his instructions according to conduct about to be given possible defined. From this it is understood that authorship contract right the owner

and established between organizations that manage property rights on a collective basis contract with that we are not mistaken must

Russia Federation Citizenship Codex Article 1286 license it is established that the contract can also be a copyright contract. To him according to the author or copyright holder to license the use of the work gives certain rights. The license is established for a certain period and volume, absolute the territory in which the rights are used is also indicated, if not indicated, it valid only in the territory of this state. License validity period of the author defined rights from the deadline not to exceed need to if it is not indicated, it is considered concluded for a period of 5 years. Licensee sublicense according to the contract, their powers to third parties the right to transfer has but established powers within.

This condition too Uzbekistan Republic Citizenship in the codex 1036- is also specified in the article, according to the license agreement intellectual activity as a result or private symptoms reflection bringer to the tool a party (licensor) with exclusive rights to another party (licensee) belongs to intellectual property from the object to use permit will give.

In our opinion, this kind of of the contract to himself special feature is that intellectual property has been rights to the licensee limited in volume is given and the scope of the rights granted to the licensee are the conditions of the license agreement is determined by In addition, the license agreement industrial property objects within too is made.

This is the third form of copyright agreement - copyright order contract said approaches there is. This about of the law 41- specified in the article. According to him, the author is the author of the order according to the work contract to the conditions according to Create and him to the customer undertakes to submit and personal property rights belong to the author is calculated. of the contract this in type the author (physical person) certain work creates and gives the (absolute) rights to it to the customer. In the contract terms of delivery of its subject and amount of payment and other important provisions should be shown. It is important that the author's contract is concluded on the basis of the order condition is that work Create for preferential period designation opportunity there is.

In addition, the authorship agreement of the order is between scientists is quite controversial. For example, according to EP Gavrilova, authorship right does not regulate relations related to the creation of works in general, perhaps already created from the work use with depends without surface regulates incoming relations. 5 That is, authorship contract not for the work to be created, but rather for the work created possible is meant.

According to SL Vladimirovna, copyright is primarily in the process of using an already created work and before its creation relationships too regulates that own his opinion promotes. 6

Today, the copyright contract comes from legal theory and practice get out usually as follows classification can:

1. of the work type and from him use method strictly view:
 - literary works Create and of them use according to contracts;
 - musical works Create and of them use according to contracts;
 - architecture his works Create and of them use according to contracts;
 - creation of other (audiovisual, graphic, etc.) works and from them according to usage contracts.
2. The work preparation level according to:
 - of the order authorship contract;
 - ready work for authorship contract.

Also, the copyright agreement is revised and unrevised to works can also be separated.

3. Presentation being carried out of law from the essence come came out without - absolute rights another to the individual transfer about authorship contract;
 - imprecise rights another to the individual transfer about authorship to the contract is divided.
4. From the work use method come came out without
 - publisher authorship contract;
 - scenario authorship contract;
 - authorship agreement for manuscript deposit; - scenic- practical a work of art in industry use authorship contract;
 - broadcast or broadcast the work over air or cable copyright agreement;
 - artistic work of the order authorship contract;
 - of demonstration authorship contract. 7

The division into the above-mentioned types is the subject of the contract, it or this the right transfer form, in the contract shown from the object may be named differently depending on the method of use.

However, in this case too this contracts common to the basics according to authorship of the contract elements own into takes and authorship of the contract one type is considered

Now, let's turn our attention to the requirements of the author's contract if we look SHE IS or this state to the legislation according to authorship to the contract requirements are different. According to national legislation, Act to Article 41 according to authorship in the contract the following mean eclipse condition:

methods of using the work (concrete, held on the basis of this contract rights);

amount of payment for each method of use of the work and (or) payable right the amount designation order, him to pay order and deadlines.

The authorship agreement also provides for other conditions deemed necessary by the parties can hold 8

The work the creator ie the author or his place clicker person to the user gave proprietary rights authorship of the contract subject is considered In our opinion, the Work itself is provided under the Copyright Agreement is the object of rights. From the object of copyright, that is, intellectual activity as a result of each how creativity from the product different as authorship of the contract object certain work being from him use conditions determined by the parties to the contract. We want to say that it is concrete rights in the contract sure display must Aks without another to the individual transfer authorship in the contract directly mean not caught from the work use rights another to the individual shall be deemed not to have been transferred.

One of the important conditions of this type of contract is the price in the contract (contract price) must be specified. That is, according to the user contract must pay the author for obtaining the right to use the work The royalties should be expressed as interest or otherwise. Law according to user paying right in percentages return for nothing it's not, in our opinion because income as it increases, so does the fee payable need This of the user gross income or benefit or she is of work copies to the selling price depends it can.

That's it with together, authorship in the contract lifetime too important role plays Uzbekistan to the legislation according to authorship in the contract from the work use the right how much for a period of time transfer about a must didn't happen in case contract Created from date starting from five year

from the past then, if the user about it at least six months before the termination of the contract written respectively warned if contract the author by void to be done possible 9

Above name note done of the law 42nd fashion basically authorship contract written in the form structure must in the law mean caught cases with the exception of Contracts concluded without complying with the requirements of this article real does not count. From this different respectively Exposure for programs and data bases copies in selling authorship contract, if his terms (terms of use of the program and database) program or data base in copies belongs to way statement done if written in the form Created that is considered

In contrast, copyright as a result of technological development objects commercialization using modern technologies cases too being observed. For example, descriptive art his works "NFT" blockchain we can sell and buy using technology. This we justify our opinion with the following example. British singer, musician, producer Imogen Jennifer Heap at the end of 2015 released her —Mycelia musical As a test sample of his album, he created the music "Tiny Human". This authored by added I. Hip - Ethereum blockchain technology through protected. This technology provides a number of advantages to the author including I. Heap to communicate directly with his fans taking to them his own his work acceptable in price offer to do suitable has been

Ethereum blockchain technology through Tiny Human of music trade

133.20 USA dollar organize reached

Ethereum blockchain technology smart contracts based on work considering that another way of authorship contract is smart contracts (smart contracts) be counted possible Because, blockchain the most safe and reliable intellectual property protection tool is considered Because, she is works on the basis of a decentralized system, that is, through various cyber attacks broke won't be. Above in the example singer I. Hip own the song one places it on the blockchain. Blockchain is freely tradable because the singer sells his work to the user under certain conditions can ie smart contracts using own to his work has been right will be passed on to users. This is copyright in itself from the object of the author without your consent to use just impossible to the situation brings If the work is created using blockchain technologies or if the protection of the work is carried out using this technology, each how from the work the author without permission use let it be or another each how illegal behavior directly will be saved, it can be seen by everyone will be In this way, the protection of the object of copyright is reliable is provided.

Uzbekistan Republic "Authorship the right and kindred spirit rights according to the Law on" to himself according to the type of separate copyright contracts specific rules are defined. For example, creating an audiovisual work in law and from him to use about authorship of the contract to himself special features established norms. According to him, creating an audiovisual work and from it conclusion of copyright agreement for use, if otherwise in the agreement audiovisual work by the authors of this work, unless otherwise specified to the producer for reproduction, distribution, distribution, public performance, broadcasting transmission, cable transmission, public retransmission, audiovisual publicizing the work, as well as subtitling the audiovisual work and results in the transfer of exclusive rights to dub the text. The specified rights apply to the copyright of the audiovisual work will be valid during the period.

Audiovisual work to the composition entering from the works use authorship contract based on and in the law mean caught another in the basics done is increased. The right to include the work in an audiovisual work the owner, if in the copyright agreement concluded with the producer of the audiovisual work different the rule mean caught if not, audiovisual from the work to use to ban or any to restrict in a way right it's not.

Content of an audiovisual work part entered, also existed before was too his on work in the process created of works authors, if otherwise in the copyright agreement concluded with the producer of the audiovisual work the rule conditioned if not, each one own to his work relatively authorship from the right uses

According to international experience, requirements for copyright contracts and if we dwell on their specific aspects. 1289 of the Civil Code of Russia to the article according to of the order authorship contract based on created work must be given to the customer within the terms stipulated in the contract. If if there is no agreement on the term of its execution in the contract, this contract unstructured i.e. own from himself not real is found to be 11

Special copyright law under Russian legislation with proprietary rights collective basically manager in organizations at least two contract to be must these are: right the owner with contract, this contract through enterprise authorship the right from the object to use has been gets the right, and the second is the contract with the user, according to which it is proprietary the organization managing the rights on a collective basis is the relevant license agreement or royalties to collect directed assignment contract based on activity walks 12

Above telling as we pass Uzbekistan Legislation according to contract how much for a period of time structure about agreement if not, contract It is set to be calculated for 5 years. Georgia "Copyright and co According to the Law on Rights, this term is 3 years. 5 in Russia, Armenia, and the Republic of Azerbaijan, respectively year, 3 in Moldova the year organize does.

Same Uzbekistan Republic "Authorship right and kindred spirit rights about". In the law as defined Georgia and Moldova to the legislation according to on the territory in which the author's work can be used in the contract agreement if not, from the work use only this state in the area done increase with restriction set placed Russia to the legislation according to too authorship contract simple written in the form structure fixed, of the work simple written to the shape compliance not to do invalidates the contract itself. Verbally only periodic print in publications from the work use the right to give for license it is allowed to conclude a contract. To use the object of copyright on granting permission and relinquishing rights in favor of another person contracts mandatory register transfer Demand not to be done defined.

Also in the contract certain from the work usage for right The issue of quantity is also important. to the legislation of Uzbekistan according to parties right the amount independent designations possible is considered 14, 2017 of royalties payable to authors only in August No. PQ-3201 decision with approved and Ministers Court to be less than the minimum rates determined by the Decision that it is not possible Demand will be done.

The author's fee is a one-time payment in advance (paushal) or received at once from income share (royalty) in the form of in percentages to be paid possible defined. In the contract right to the owner from income share in the form of authorship the right to pay to the shape according to of the user income about Doubt if born or in advance periodicity with independent audit transfer through inspection transfer authority too in practice in contracts set will be passed. The author or the right holder is the user under the conditions specified in the contract with the participation of an independent auditor regarding the reports presented by conduct an investigation if, according to the results of the investigation, there is a deficiency in the reports or real income Hide cases observable if user with conditions for recalculation or otherwise holding him accountable too determination possible

Russia to the legislation according to Exposure programs on the surface to be built authorship contracts too mandatory register transition demand defined. This requirement is reflected in our legislation and compliance with this requirement not to do the contract own from himself real that it is not take coming set placed

National to legislation according to foreign people physical or legal personality with aspects of the copyright contract that require special attention is available. In particular, authorship with foreign rights holders in contracts national in legislation mean not caught the rule and norms may exist. Of the works that use such specific rules separable in fees, contract according to held in rights, liability of the parties and others. In this case, the parties Authorship is the main tool that regulates social relations between people becomes a contract. Dispositive norms specified in civil law and the normative nature of the law contained in copyright to the rules compliance did without parties themselves for "The Law" ie authorship form a contract. The relationship between them is precisely this authorship in the contract conditions how much in order that it was put and around work that it was done depends.

Authorship contract technical from the side to fill in the process too There are some aspects that are neglected, which are the fate of the contract has a big impact. As an example, contracts electronic document circulation electronically or in paper form using the provider's software can be signed. It is precisely the two types that are unique to them attention to give must Electronic respectively to be built in contracts main dispute it follows from the fact that the contract was signed by an authorized person. This is it in case the parties sign the contract to each other according to the terms of the contract of the person authority confirmatory the document key to the side present to do obligation uploads possible

On the contrary, mainly in relation to copyright contracts in paper form one or another condition of the contract has been changed or in the original agreement exactly that's it a must that it was not or wholes contract which one page it is assumed that it has been changed. In this case, work is the solution Signing and sealing each page of the contract based on custom practice of putting (if any) is followed. This and other simple elementary aspects too parties in the middle disputes cause release and cancellation of the contract until done can bring.

Also in practice through a license agreement by the author each in order to specify exactly which Exclusive Rights are being transferred Absolutely right brought up that's it Absolutely right next to the author signature put confirmation practice there is is considered This too not only of the author rights, perhaps of the user rights sure designation enable to give emphasizing will be passed.

Now authorship of contracts authorship rights protection if we stop instead of doing it. Existing intellectual property rights inside legal in terms of protection to be done the most complicated Accountable this it would be correct to say copyright. One of the main reasons for this is authorship the right objects to legislation according to never how mandatory from the list transfer or special protection

to do not specified is considered Additional way this intellectual property object another to objects than amount in terms of abundance for them to the list get too almost it is impossible.

The 21st century is the age of information and telecommunications. Because of this, for today come authorship rights telecommunications without networks imagination to do possible it's not. Own in turn, authorship of rights mother so in telecommunications protection issue too current importance occupation is doing.

The development of the Internet has created many opportunities for mankind not only that, but it makes copyright infringement much easier. Today's in the day Internet from the network authorship rights broken without Placed works, textbooks, books, movies, songs and many other objects to find easy. That's it because of authorship rights telecommunications in networks protection to do today in the day current remains.

Copyright by scientists in telecommunications networks protection to do more improvement according to things international standards based on to keep done increase for the following directions according to reforms done increase they emphasize the necessity. They are including:

– legal regulation of contractual relations in copyright improvement of too is entered.

In turn, legal contractual relations in copyright regulation is important. Because copyrights are contracts are given to other persons for use, absolute rights are transferred and different way from the works use done is increased. Without contracts commercialization of copyright is unthinkable. For this reason, authorship the right contracts research to do not only theoretical, perhaps practical in terms of floor important have Authorship to contracts directly "Authorship the right and kindred spirit rights about". the law 38-42 in the substances stopping passed.

Contractual regulation of copyright protection is a priority sure one contracts system to the body to bring through done increases. That's it such as in the system each one authorship the right to the object relatively separately contractual recommendations, instructions work exit to the goal according to is considered In addition, state registration of this type of contracts and Copyright objects are protected by maintaining an open registry that they can be used only on the basis of contracts the third delivered to individuals stands

Authorship in the contract defined to the conditions compliance not to do or What are the legal consequences of not complying with copyright at all if we stop at what it brings. First, copyright and

related rights violations First of all, it is treated as a civil offense and you defend it civil legal methods are used. "Infringement of copyright and related rights Article 62 of the Law "On Copyright and Related Rights". given being to him according to:

- of the authors personal non-proprietary rights breach;
- of the executor by name was and performance each how way broke protection from exposure or any other form of harassment rights to do breach;
- right the owner or proprietary rights collective basically manager organization with contract without making up works or kindred spirit rights object reproduction, distribution or use in any other way (exceptional cases too there is);
- this In the law mean caught cases right to pay about requirements breach;
- rights holder or owner of works or related rights objects rights collective basically manager organization with Created contract according to by increasing the received rights by sending use;
- otherwise infringing the property rights of copyright holders right and fellow rights break that evaluated".

Summary who does if we authorship contracts citizenship legal from relationships one considered authorship in the right central importance occupation is enough. All social relationships such as authorship the right with depends relationships too each since when develop from the day to the day complicated is going This kind of development is necessarily related to scientific and legal legislation base to form requirement does. That's it because of authorship contracts has been attention each since when different respectively increased is going Authorship contracts to legislation according to relatively in order despite the fact that, in theory, the scientific basis of copyright contracts more research is needed to study and improve them. SHE IS or this developed in the states there is from practice used without national improvement of practice is one of the most acceptable measures today an exaggeration won't be.

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