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UNNAMED CONTRACTS IS A CONSEQUENCE OF THE IMPLEMENTATION OF THE PRINCIPLE OF FREEDOM OF CONTRACT IN CIVIL MATTERS

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ABSTRACT
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CONCEPTUAL RESEARCH GUIDELINES

The relevance and value of the theme of the thesis is expressed in the need to establish and define the legal nature, place and role of such agreements as: agreement on the production of advertisement, agreement on placement of advertisement, agreement on sponsorship, agreement on charity, agreement on patronage, contract of rent of a vehicle with a crew, agreement of contracting, contract of consortium, contract on transfer of athletes and contract on transfer of "know-how" in the civil law of the Republic of Moldova and the future prospects for the development of such types of unnamed agreements.

The Value and importance of the researched topic are explained by high tendencies of development of civil relations. A lack of adequate legislative regulation leads to wrong interpretation of certain contractual structures which in consequence affects the activity of judicial authorities in such way that they interpret unnamed contractual structures as named ones, in such a way violating the rights of subjects of civil law contradicting the principle of freedom of contract and in the end making unlawful court decisions.

Research carried out in this work find their reflection in the presented findings and proposals which include amending: the Civil Code of the Republic of Moldova (hereinafter CC RM) № 1107 - the XV dated 06.06.2002 [13], the Law of the Republic of Moldova №1227 dated 27.06.1997 "On Advertising" [18], The Law of the Republic of Moldova №1420 dated 31.10.2002 "On Charity and Sponsorship" [19], The Code of the Republic of Moldova №152 dated 17/06/2014 "On Education" [20]. These amendments will allow to expand the legal framework in such way that certain types of agreements will find their place in the system of civil agreements including such contracts as: agreement on the production of advertisement, agreement on the placement of advertisements, agreement on sponsorship, agreement about charity, agreement about patronage, contract of rent of a vehicle with a crew, agreement of contracting, contract of consortium, contract on transfer of athletes and contract on transfer of "know-how".

The aim of the dissertation is presented in the in-depth and comprehensive analysis and study of individual types of unnamed agreements arising within the principle of freedom of agreement.

Objectives of the study. Achieving the set targets became possible with the help of a number of **objectives**: to synthesize the scientific work in the field unnamed contracts, to analyse the principle of freedom of agreement as a factor contributing to the emergence unnamed contracts, to study the legal regulation of unnamed contracts, to find correlation and distinction between unnamed contracts and mixed and complex contracts, to conduct a comparative legal

analysis of legal regulations of unnamed agreements in the Republic of Moldova in relation to agreements in foreign countries, to develop conclusions, suggestions and recommendations for improvement of the legislation of the Republic of Moldova in order to eliminate the gaps in the regulation of unnamed agreements most commonly used in practice.

Research hypothesis. In the course of the study, the question was posed regarding the prerequisites and the factor contributing to the emergence of unnamed contracts and whether there is a need for legal regulation of such contractual structures. The work explores the motives that allow to identify and confirm the areas of regulation of the legal and scientific nature of certain types of unnamed contracts in the Republic of Moldova. This will allow us to explain in more detail to theoreticians and practitioners the features of individualization and the value of applying such agreements in civil circulation, with the subsequent replenishment of the legislation of the Republic of Moldova.

The synthesis of the research methodology and the justification of the selected research methods consists in a comprehensive and comprehensive study of the legal practice of specific types of unnamed agreements, through a number of methods. So, a) at the *empirical level*, the author applied empirical methods (*statistical, selection of textual information including through content analysis*), comparative methods, such as: *the method of dialectical techniques for highlighting key moments of development, structural and functional method, method of a system-effective approach; b) at the level of theoretical generalization* of practical information: *the method of terminological analysis and the method of operationalization of concepts*, general logical methods, and first of all, *the method of ascent from concrete to abstract* based on the active use of a combination of synthesis of analytical methods, as well as abstraction, *the method of induction and deduction*. The historical method was widely used, which allowed us to study and interpret the initial and subsequently new evidence of the existence of certain types of unnamed contracts, which were necessary for the research of the studied object.

In addition, the study used private scientific (in this case, *private legal*) methods, including the *formal legal and structural-normative method*, *the interpretation of law, the comparative legal method and the method of legal modeling*, while for the development of legislative proposals we actively used *linguistic-legal and technical-legislative methods*. *The comparative legal method* allows a comparative analysis of national legislation and the legislation of foreign countries. *The system-structural method* systematizes civil contracts while analyzing general and distinctive features with other contracts, as well as using methods of interpretation of legal norms of current legislation. The method of legal regulation contributes to the formation of the design of an unnamed contract and its delimitation from named and mixed contracts. *The systemic method* used to consider the researched object of the study represents the set of essential

elements of certain types of unnamed contracts, as well as the relations regulated by them and the relationship between them, that is, the study of the object as a whole.

The scientific novelty and originality of the research results consists in conducting a thorough and in-depth analysis of the specifics of the concepts of origin, regulating separate, independent types of unnamed contracts, both from the scientific and practical sides. The proposed and investigated problem related to the conclusion of unnamed contracts will be reflected through scientific justification and amendments to the Civil Code of the Republic of Moldova, the Code of the Republic of Moldova "On Education" and other legislative acts. Civil protection of all subjects of unnamed contracts will become more effective if it is reflected in the legislation of the Republic of Moldova, based on the principle of freedom of contract.

The main scientific problem solved is the ***revealing*** of distinctive features of unnamed contracts from other types of civil law contracts, ***including the subsequent establishment*** of their specific legal regulation for theory and practice, with ***a view to*** their proper practical application in various legal situations.

The theoretical value of the thesis proceeds from the necessity and importance of the studied unnamed contracts. The results obtained in the course of a scientific study will serve as a follow-up study conducted by theorists in this field. The totality of the results obtained in the course of the dissertation research significantly extends the existing idea of unnamed contracts and their individual types. The results of the thesis can be presented as the theoretical basis of such a discipline as "Civil Law", and they can also be guided by the writing of license, master and doctoral dissertations, monographs and other scientific works.

The practical value of the thesis consists in the fact that the conclusions, recommendations and *de lege ferenda* proposals presented in the work can be used: in the course of implementation in national legislation, in the legislative process of the development and adoption of a number of legislative acts regulating such agreements, in law-making and law enforcement activities that are related to the resolution of contradictions and disputes arising from the application of unnamed contracts, which will be positively reflected in judicial practice in the future and will also make it possible to apply and regulate certain types of unnamed contracts in real life without any restrictions.

The value of the written dissertation consists in the presented conclusions and proposals recommended to the legislator and aimed at the legal regulation of certain types of contracts, especially such as: sponsorship, charity, philanthropy, transfer of athletes, consortium, contracting, transfer of know-how, production and placement of advertising. Thus, the relationship between the implementation of the results of the dissertation research and the

established changes in civil law in accordance with *lege ferenda*, as was proposed in the dissertation, is visible.

Consequently, the scientific problem regarding the practical application of such unnamed treaties remains relevant, open and highly discussed among scholars and lawyers, giving wide scope for the implementation of scientific and in-depth research on its legal aspects.

Testing the results of the study. The work was prepared and tested at the Center for Legal Studies of the Institute of Legal, Political and Sociological Studies at the Academy of Sciences of Moldova. The main sections of the dissertation are presented in scientific articles and published in collections of international scientific conferences, in national and international journals and monographs.

The results of the dissertation research have been presented in the Parliament of the Republic of Moldova, the Ministry of Justice of the Republic of Moldova, the Ministry of Economy and Infrastructure of the Republic of Moldova, the Ministry of Education, Culture and Research of the Republic of Moldova, the Ministry of Agriculture, Regional Development and Environment of the Republic of Moldova, the People's Assembly of ATU Gagauzia in order that the amendments were subsequently made to the national laws and regulations for the subsequent legal regulation of such types of unnamed contracts.

Summary of the dissertation. The content of the thesis includes: introduction, three chapters, general conclusions and recommendations, 140 pages of the main text, a bibliography of 262 sources, 9 appendices, a declaration of responsibility and the CV of the author.

THE CONTENT OF THE WORK

The first chapter ***"Analysis of the situation of the study of unnamed contracts and the factor contributing to their emergence"*** is the introductory chapter to the 2nd and 3rd chapters, where the experience of scientists who analyzed this problem related to the study of unnamed contracts. In this chapter, the authors' opinions are disclosed regarding the nature of unnamed contracts, the grounds for their occurrence, scientific problems in this area are studied, and ways to solve it are proposed. Methodological aspects of the study of individual structures of unnamed contracts are presented and the principle of freedom of contract as a factor contributing to the emergence of unnamed contracts is disclosed.

Section ***1.1. The doctrinal judgment and synthesis of scientific works in the field of unnamed treaties*** are interpreted as the legal essence and legal nature, and the significance of the place and role of unnamed contracts is established. An in-depth analysis of unnamed contracts was carried out, doctrinal judgments of the conducted research were studied based on the available scientific papers. Certain new structures of unnamed contracts have been identified as objects of the study.

Among local researchers who partially investigated this kind of problem were: V. Volcinschi, Eu. Cojocari, D. Cimil, S. Baieș, A. Băieșu, N. Roșca, Iu. Mihalache, Iu. Frunză, S. Zaharia, B. Sosna, I. Arseni, N. Cristeva, V. Ignatiev, O. Halabudenco, Gh. Chibac, T. Mișina, I. Țonova, D. Țurcan, V. Mihalaș, S. Cebotari, A. Rotari, O. Efrim, V. Palamarciuc.

Among foreign authors involved in the study of this topic in detail were: L. Bercea, M. Nicolae, I-Fl. Popa, A. Almășan, E. Olteanu, A. Barbu, D. Chirică, R. Rizoiu, M. Gredinger, A.Ya. Akhmedov, E.A. Butler, D.V. Ogorodov, M.Yu. Chelyshev, E.V. Tatarskaya, K. Osakwe, A.I. Tanaga, M.I. Braginsky, A.I. Bychkov, V.A. Pischikov, D.V. Mechetin, O.Yu. Shilohvost, M.V. Gordon.

Among foreign authors who studied these issues in less detailed, were: L. Vasiu, I. Vasiu, O. Ungureanu, C. Munteanu, M. Guțan, A. Wise, S. Philipp, E. Paraschiv, C. Pop, V. Hanga , I. Trifan, B.V. Protsenko, O.A. Kuznetsova, E.A. Lisyukova, K.I. Zaboev, A.V. Volkov, A.A. Didenko, A.R. Davletova, Yu.T. Leskova, A.A. Baturina, L.A. Kudrinskaya.

Among foreign authors who touched on this topic were: V.V. Vitryansky, V.V. Efimov, T.G. Aliev, N.L. Duvernois, E.A. Sukhanov, E.V. Izmailova, V.A. Maximov, F.K. Savigny, O.A. Kudinov, P.N. Astapenko, D.D. Grimm, A.A. Ivanov.

The scientific work "Contractele nenumite în afaceri" by the Romanian lawyer L. Bercea is very fully and voluminously devoted to the study of unnamed agreements, where the author states that: "Freedom is the other side of legal restrictions, that is, how many more prohibitions

and restrictions are, is much less freedom in concluding unnamed contracts" [3, p. 9]. V. Hanga in the work "Drept privat roman" touches the historical issues of the non-name agreements, where he indicates that: "The Romans presented the division of nameless treaties into 4 categories which are still considered dominant and necessary for science" [5, p. 362].

In their work, S. Baieș and N. Roșca state their ideas regarding the principle that applies to unnamed agreements: "The terms of the contract are determined by the general rules and general requirements established by the current civil law Republic of Moldova " [1, p. 135].

D. Cimil contributed to the study of unnamed contracts in his work "Valența juridică a clasificării contractelor civile", where he states: "Establishing the essential characteristics of the contract, as well as their practical significance, make it possible to classify the contracts in this way: named, not named, mixed, complex " [4, p. 52-60].

We have studied the scientific works of such authors from the Russian Federation as: A.Ya. Akhmedov and E.A. Butler, revealed in great detail the grounds and methods for the formation of unnamed contracts, the historical essence of unnamed contracts, established the features of unnamed contracts, presented the specifics of unnamed contracts, examined the algorithm for qualifying unnamed contracts, proposed a doctrinal judgment of this kind of contractual constructions.

In his scientific work "Unnamed Contracts in the Civil Law of Russia" A.Ya. Akhmedov notes that: "The validity of an unnamed agreement as a whole depends on the nature of the rule of obligation law, and also on how precisely the design of the agreement is defined" [8, p. 5]. In the scientific work "Unnamed Agreements: Some Issues of Theory and Practice" E.A. Butler argued that "An agreement of unusual content is interpreted in the doctrine of civil law as not provided for by law and other legal acts: atypical, abnormal, nameless, unqualified" [9, p. 19].

N.L. Duvernois also contributed to the study of unnamed contracts, where in his work: "The Importance of Roman Law for Russian Lawyers" noted: "Having analyzed the history of the emergence of various types of contracts, along with typical named contracts, atypical unnamed agreements take place" [16, p. 115]. The task of jurists is to find and unite the necessary threads of the entire organized system of law for the sake of the whole society and public order as a whole.

Among the scientists involved in the study of this subject, D.V. Ogorodova and M.Yu. Chelysheva, who in their work: "Mixed Contracts in Private Law: Some Issues of Theory and Practice" reveal: "In law enforcement practice it is extremely important to distinguish the novelty of a design from the content, and not from the superficial originality of the name of the contract" [27, p. 51].

The time of the procedural recognition of such agreements coincides with the reign of the first Roman emperor Octavian Augustus during which one of the greatest jurists lived and worked - Marc Antistius Labeon [21, p. 107]. Based on civil law, all contracts are divided into 4 categories (groups): verbal, literal, real, consensual [31, p. 404].

Section ***1.2. The principle of freedom of contract as a factor contributing to the emergence of unnamed contracts*** provides that the provisions of the Civil Code of the Republic of Moldova recognize the conclusion of unnamed contracts representing the principle of freedom of contract as a factor suggesting the possibility of individuals to conclude contracts of various contents. This principle provides for freedom to conclude contracts not provided for in the law of contracts, as well as mixed contracts.

The legal system of the Republic of Moldova acts as an integral element of modern legal education in general [33, p. 231-235]. Society should be provided with the contractual relations that it needs and which would contribute to reflecting the diversity of economic turnover, which is a feature of legal regulation. To do this, it is necessary to find out whether in the new contractual relations there are all necessary signs, conditions that would correspond to the norm of the law and reflect the desire of the subjects of civil turnover.

To begin with, coverage of a civil contract stipulated by civil law would be very difficult if it were not for the principle of freedom of contract. The part (2) of Art. 993 of the Civil Code of the Republic of Moldova provides: "Within the framework of peremptory legal provisions, the contracting parties are free to conclude contracts and determine their content". Civil law leaves open the possibility of the emergence of new types of contracts, because in practice, legal relations arising between the subjects of civil legal relations are evolving and they cannot be implemented within the framework of the named contracts, and there is a necessity and a need for the emergence of new civil contracts.

According to A. Băieșu: "A contract in writing is a tool that provides free competition and stimulates private initiative, which is the legal form that organizes the exchange of values in society" [2, p. 56-63].

By concluding a contract, the subjects of the contract pursue the satisfaction of certain material or spiritual needs, a certain benefit. They themselves have the right to decide which contract and on what conditions will be concluded. At the same time, one should not forget that when concluding an agreement it is crucial to take into account that there are strictly established frameworks and limits of legal culture that should not be ignored and abused, since we all live in one society and should strive to achieve a certain order and harmony in it.

Only after the stage of conformity of a given contractual construction with the letter of the law, compliance with the principle of freedom of contract, public order and morality is

passed, it will be possible to judge it as an appropriate contractual design that deserves its recognition at the legislative level. When allowing freedom of contract, it should also be understood that any permission has a boundary, so the restriction of this principle is inevitable and the essence is how deep it is expressed.

An agreement acts as a way to legally secure the movement of certain objects of civil rights. The state, through the so-called permissions that are laid down in the institutions and norms of civil law, provides and satisfies the needs of society. The emergence of such needs, the execution and implementation of which are impossible through the indicated in the law (named) contracts, speaks for itself of the importance of the principle of freedom of contract, and subsequently the conclusion of unnamed contracts [25, p. 44-48]. The principle of freedom of contract implies permissibility in choosing a counterparty, its will to conclude a contract is the only adequate form of sharing business results [23, p. 76-80].

The legislator provides an opportunity for subjects of civil law based on their own interests, to independently create and conclude new contract designs. For this, the legislator proposed the principle of freedom of contract, which gives the right to choose the parties to the contract and the form of the contract. But at the same time, according to part (1) of Art. 10 of the Civil Code of the Republic of Moldova: "Individuals and legal entities participating in civil legal relations must exercise their rights and fulfill their duties in good faith, in accordance with the law, the contract, the principles of law and order and morality. Good faith is assumed until proven otherwise".

In particular, Yu. E. Bulatetskiy and I.M. Rassolov, argues that: "The right of the subject of the contract to choose the form of the contract acts as the main element of the principle of freedom of contract, since the subjects at their discretion create new contractual designs that do not contradict the law" [11, p. 406]. As we can see, the freedom of contract is the possibility of transforming a contract [24, p. 182]. Revealing the principle of freedom of contract, it is necessary to touch on the limits restricting the freedom of contract. After all, then it will be possible to imagine a real picture that reveals this principle. In the principle "Reasonable, fair, proportionate and balanced limits and restrictions on the freedom of contract prevent the use of unfair practices by market entities" [28, p. 94-99]. Freedom is not arbitrariness, but free necessity. Free is one who is guided only by reason " [32, p. 452].

Section ***1.3. The formulation of the scientific problem and the ways to solve it*** presents the accumulated knowledge of civil scientists in the course of research in the field of civil law and the system of conclusions and suggestions is correctly built. It provides us with clearer ideas about the state of affairs in this branch of law and about the phenomena that are being modified, like everything that surrounds us. Such a holistic perception will allow us to conduct a study of

the problem in the field of civil law, and namely: to study unnamed contracts, to identify and solve problems arising from this kind of contractual structures, to analyze and research objects of unnamed contracts, to establish the constituent features that subsequently allow us to distinguish between agreements of this kind from other types of agreements. A deep, comprehensive and systematic analysis will give us the right to modify, unify and differentiate these, mixed and unnamed contracts.

For the correct and effective application of the rule of law to a specific contractual design, it is necessary to qualify it correctly, and it will be possible to do this when the enforcement qualification coincides with the law-making qualification. Proceeding from this, the main task of law enforcement practice will be to find out what legal relations, according to the legislator, should arise from each of the mentioned categories of contracts, in order to subsequently find out which contractual structure this or that contract refers to, which will make it possible to avoid the difficult and confusing situations that sometimes occur in real life.

The problem that we identified related to the need to conclude unnamed contracts, as well as their legal regulation, will be reflected through the establishment, scientific justification and amendments to the Civil Code of the Republic of Moldova, the Code of the Republic of Moldova "On Education" and other legislative acts. Legal protection of subjects of unnamed contracts will be effective when it is reflected in the legislative framework of the Republic of Moldova.

The second chapter ***"The Legal Nature and Specificity of Unnamed Contracts",*** which is the core of this study, carefully reveals the concept, object, and content of unnamed contracts, indicates the absence of their legal regulation and at the same time presents the necessary arguments for legislative regulation of certain types of unnamed contracts contracts, for example, specific contractual constructions of unnamed contracts that take place in practice. This chapter presents an analysis of the similarities and differences of unnamed contracts with the named contracts of the Republic of Moldova. At the end of the chapter, detailed conclusions and recommendations for improving unnamed contracts are proposed, using individual types of unnamed contracts as examples.

The section ***2.1. The concept, object and content of unnamed contracts*** assumes that any design, whether named or non-named, is a new model consisting of various conditions and signs that reflect the interests of both society and the state as a whole. The peculiarity of the new contractual design as an unnamed contract is the definition of a special object, subject, essential and distinctive conditions of this contract, the rights and obligations of the parties, the procedure for concluding, amending, terminating the contract, responsibility of the parties to the contract, individuality, independence, independence, not contradicting the law, the principles of law and order and morality, through the principle of freedom of contract. At the same time, the contract is

considered concluded when the parties have agreed all the terms of the contract, without going beyond the well-known legal procedure.

An unnamed contract is a contract not named in the system of civil law contracts, but neither its purpose (*cauza*), nor its content, contradict either public policy or the good morals of society [7, p. 251-259]. Civil law does not provide for an exhaustive, closed list of contracts and does not oblige the parties to "tailor" their contractual relationships to a known contractual type. For objective reasons, it is impossible to provide all options for contractual relations, since the set of named contracts always lags behind the needs of economic turnover [10, p. 404]. That is why with the help of legislatively defined models of contracts it is impossible to conduct an effective business in most cases [35, p. 18]. Participants in a civil turnover need "transformer" agreements, which are repeatedly transformed, that is, they maximize the achievement of the desired results cheaper and more efficiently and in the interests of participants in a civil turnover. Freedom, which is implemented within the framework of legal obligations, allows you to apply and use the necessary legal design, which opens up the possibility of an early response to the emerging new desires of the whole society [34, p. 48-54].

Art. 164 of the Civil Code of Romania [14] provides that: "An obligation is a legal relationship, by virtue of which the debtor assumes the obligation to fulfill the performance of the creditor, who has the right to receive due provision". Part (1) of Art. 509 of the Civil Code of Ukraine [15] stipulates that: "The debtor's obligation is to perform a certain action in favor of the other party (creditor) (transfer property, perform work, provide a service, pay money) or refrain from a certain action".

Consequently, the nature of the unnamed contractual structure reflects the particular independence and individuality of the object, its focus, essential conditions and the absence of civil law regulation.

Qualifying features of unnamed contracts are: the moment of conclusion of the contract, a special object, subject, purpose, relationships between the subjects of the contract, novelty, individual orientation, uniqueness, independence, self-reliance, not contradicting the law, the principles of law and order and morality, compliance with the principle of freedom contract. Unnamed contractual constructions are concluded, following and not contradicting the general principles provided for in Part (1) Art. 1 of the Civil Code of the Republic of Moldova: the principle of equality of participants in the relations regulated by it, the protection of intimate, private and family life, the principle of inviolability, property, the principle of freedom of contract, the principle of protection of consumer rights, the principle of inadmissibility of anyone's interference in private affairs, the principle of the unhindered exercise of civil rights , principle of restoration of violated personal rights, protection by competent jurisdictional bodies,

Art. 11, Art. 12 of the Civil Code of the Republic of Moldova: the principle of good faith, the principle of reasonableness; and part (1) of Art. 10 of the Civil Code of the Republic of Moldova: in accordance with the law, the contract, the principles of law and order and morality.

An unnamed contract is independent and self-contained. The general provisions on contracts (Article 992 of the Civil Code of the Republic of Moldova) and the general provisions on obligations (Article 774 of the Civil Code of the Republic of Moldova) apply to it. Recognition of a contract as unnamed means recognition of the absence of its legal regulation and its absence in the general system of contracts. In this case, those norms that are similar in type to these agreements will be applied, that is, the norms of contractual and obligation law will apply to them (Article 774 of the Civil Code of the Republic of Moldova). If the norms of the law of obligations and the analogy of the law (part (1) of article 6 of the Civil Code of the Republic of Moldova) do not allow achieving the desired result, then it is necessary to resort to the analogy of law, as it allows (part (2) of article 6 of the Civil Code of the Republic of Moldova). An unnamed contractual construction appears in the form of "untreated", "unrecognized", which is at an intermediate stage of emergence and subsequently already recognized and adjusted by the named construction; the discrepancy between the object, orientation, and individuality of the contract with the qualifying and main features of the named contractual construction helps to establish and fix it as an unnamed contract.

Section ***2.2. Similarities and differences of unnamed contracts with named contracts in the system of civil law contracts of the Republic of Moldova*** describes similarities and differences of unnamed contracts with named contracts in the system of civil law contracts of the Republic of Moldova. A.G. Bykov stated that: "A system of contracts is a collection of contracts that has an internal holistic structure, which is based on the unity and interconnection between individual agreements" [12, p. 6-11].

The system of contracts is determined by the presence of equal and at the same time distinctive, qualifying, essential features of civil law contracts, as well as the combination of all civil law contracts, determining their similarity and differences in the regulation of civil law relations, since apart from the grounds for the name of the system of contracts is determined by its practical significance, since the construction of the system of contracts and the integrity between them shows the effectiveness of legal regulation.

The similarities and differences of unnamed contracts with named contracts in the system of civil law contracts of the Republic of Moldova allow us to identify qualifying features of certain types of unnamed contracts such as: agreement on the production of advertisement, agreement on placement of advertisement, the sponsorship agreement, the charity agreement, the

patronage agreement, contract of rent of a vehicle with a crew, agreement of contracting, contract of consortium, contract on transfer of athletes and contract on transfer of "know-how".

The existing system of civil law contracts is not so thought out and productive that it could meet all the arising and emerging needs of participants in civil life since unnamed contracts have been arising and will arise, therefore, completing the entire system of civil contracts is a big task, but trying to determine their role and place in this system is much simpler by correlating them with the mentioned agreements of the Republic of Moldova, such as: a gift agreement, a service agreement, a property rental agreement, a contract of carriage.

The development of advertising relations, namely their production, distribution, placement, appear in the form of the conclusion of unnamed contracts and differ from the contract for the provision of services enshrined in Art. 1375 of the Civil Code of the RM with the following features: the moment of conclusion of the contract, a particular object, subject, relationships between subjects, purpose, individuality, focus, independence, not contrary to law, the principles of law and order and morality, based on the principle of freedom of contract.

The subjects of the contract for the production of advertising are: the advertiser, who gives the task for the production of the advertising product and the advertising producer, who undertakes to complete the production of advertising on time, at the agreed price. A special object of this agreement is the production of advertising. The purpose of this contract is to achieve a result through the influence of the advertising producer on the selected information in order to give it a form in order to further disseminate it [17, p. 19-25].

The sponsorship agreement, the charity agreement, the patronage agreement also have their own essential features, which allowed them to be classified as unnamed. The whole structure of charity consists in the fact that the subject for charitable purposes wants to give or transfer this gift to a person (beneficiary) in a specific form or form, while sponsorship is that the sponsor exchanges this good deed for some kind of advertising about the sponsor through those who are the organizers. Benefactors are entities that make donations of a charitable nature, donating property, intellectual property objects, and money donated and disinterestedly. Sponsors - entities (legal entities or individuals) providing assistance disinterestedly and free of charge at the request of a person to allocate money to an intermediary [22, p. 77-81].

Patronage is such an activity focused on maintaining the object of culture, science, education, by transferring property or certain funds on a disinterested and free basis. Objects of patronage may include: institutions of culture, science, art, through the provision of grants in certain areas. Both charity, sponsorship, and patronage are distinguished by their object, focus and individuality, and all these institutions at each stage of their existence occupy and play an important role in the establishment and development of the cultural heritage of our Republic.

Patronage is carried out in the form of gratuitous and disinterested assistance aimed at providing and supporting cultural, intellectual values, through the expression of any initiatives that are aimed at the development of society as a whole.

Agreements on sponsorship, charity, patronage should be distinguished from the named agreement, for example, from a donation agreement. According to part (1) of Art. 1198 of the Civil Code of the Republic of Moldova: "Under a gift agreement, one party (the donor) is obligated to increase the property of the other party (the donee) free of charge from his property." According to the Law of the Republic of Moldova "On Charity and Sponsorship", sponsorship consists in the provision of material resources on a voluntary basis and at the request of a person, but under a donation agreement there may not be such a request.

The next separate type of unnamed contract is the consortium contract. The consortium agreement is an organizational joint activity carried out for the benefit of the consortium entities. Inherent in the consortium: agreement, common goal, partnership and mutual benefit. For example, in Anglo-American law the rules on partnership apply to this agreement, and in the Roman-German law the rules on partnership are applicable. In this regard, we believe that there is a need to establish special legislative norms that enshrine the consortium agreement, in order to avoid its misinterpretation and its diversion to other species.

Another unnamed contractual design is a contracting agreement, which helps to resolve disputes regarding the production and sale of agricultural products. An important feature inherent in the contract of contracting is contained in the individuality of agricultural products and their inherent differences, since these products are very susceptible to the environment, which, through many factors, influences the final result of the whole process.

Section ***2.3. Legal regulation of certain types of unnamed contracts.*** Since the entry into force on March 1, 2019, changes to the Civil Code of the RM in the new edition have changed the overall picture of the development and regulation of public relations. Article 994 of the Civil Code of the Republic of Moldova entitled "Named and unnamed contract" essentially explains the existence of contracts in the general system such as: named and unnamed, when the previous edition of the Civil Code of the Republic of Moldova only mentioned such contractual constructions, but did not explain them essence.

This section describes the general picture of the development and legal regulation of certain types of unnamed contracts in the following areas: information law and the provision of services, transport law, in the educational sector, in the field of animal husbandry. From day to day, society is becoming increasingly dependent on new information and advertising technologies [6, p. 32]. All activities related to advertising, shows us a real picture of the economic condition of a particular region, the country as a whole. In practice, such agreements

have found their application in this area: an advertising production agreement, an advertising placement agreement, a sponsorship agreement, a presentation film production agreement, and an advertising agreement on a trolley bus. In the field of transport law, the following types of agreements have found their application: an agreement on the use by an employee of his own property in the interests of an enterprise, an agreement on hiring vehicles with a crew. Transport law covers a whole range of obligations that formalize the transfer of material goods from one person to another and make up the "lion's share" of property relations [26, p. 14].

Today, unnamed agreements concluded in the educational sphere can be encountered both in the field of professional, secondary specialized, and higher education, including: an internship agreement on the basis of educational institutions, an organization and holding agreement practical internship of students I cycle - licensing and II cycle - magistracy, cooperation agreement, consortium agreement, accreditation agreement. In the field of animal husbandry, such an unnamed treaty as a pasture use treaty found its application.

The third chapter ***"Comparative Legal Analysis of Unnamed Contracts in the Republic of Moldova and the Contracts in Foreign Countries"*** presents the correlation and differentiation of unnamed treaties with mixed and complex contracts. It also established the place and role of unnamed contracts in the general system of civil contracts of the Republic of Moldova and in the system of civil contracts of foreign countries, conducted a comparative analysis of unnamed contracts of the Republic of Moldova with similar contracts of foreign countries, based on the findings and recommendations , as well as taken into account regulatory acts borrowed from the legislation of foreign countries, the need for the implementation of foreign experience has been identified.

In section ***3.1. Correlation and criteria for distinguishing unnamed contracts from mixed and complex contracts,*** the issue of the grounds and necessity of correlation and differentiation of unnamed contracts with mixed and complex contracts is revealed. Comparison and differentiation of these types of contractual constructions suggests that they have their own object, their own individuality, independence, and focus, which helps to reveal their features, as they are complex, independent, contractual constructions that have come to be explored since the days of ancient Rome.

To date, such contractual constructions as unnamed, mixed and complex are of great interest, and therefore there is a need to correlate and differentiate them among themselves.

A mixed contract is a voluminous, complex contract that absorbs a set of constituent elements prescribed by law. Mixed contracts are characterized by features that distinguish them from other types of unnamed contracts in that they include a variety of named contracts, while unnamed contracts themselves are independent contracts in the form of a single contractual

design, while complex contracts are different in comparison with mixed transactions, it is a kind of autonomous, multifunctional, polysyllabic and multi-component contracts.

According to D.V. Ogorodova and M.Yu. Chelysheva, a mixed contract is secondary in comparison with the named and unnamed contracts, as it can combine a number of elements of different contracts. A mixed agreement "is located in the middle between various named and unnamed agreements" [27, p. 17]. An obvious example without the presence of components of other contracts is the transfer agreement of athletes.

The very specificity and problems of mixed structures are active for various reasons. As can be seen in reality, the subjects of law are no longer satisfied with the existing list of the named structures, painted by the civil legislation of the Republic of Moldova; there is already a need to develop more complex contractual structures, which include elements of other types of contracts. To find out whether an unnamed contract is independent of a mixed contract, or is its component, or an integral part of another contract, is a controversial and controversial issue.

A mixed contract, a kind of complex contract that includes several legal relationships, interconnected. Given the fact that the mixed contract includes elements of several separate types of these structures. As practice shows, the courts are trying to bring a new unnamed design into the category of the named, leading to the fact that legal regulation will be clearly expressed.

A mixed contract is an independent, independent, separate contract, distinguishable from any other construction that contributes to the emergence of obligations contained in the already settled said transactions.

If we return to the past, we will see that mixed contracts are far from a new type of contract. Rome's sources of law described treaties incorporating features of the now-known mixed contracts. A mixed contract is a kind of piggy bank of all conditions, where there are main conditions that pursue the goal - to obtain the desired result, and secondary conditions that are dependent on the main ones and without the main ones their existence is impossible.

Mixed contracts are part of civilian traffic and foreign civilian traffic. In the Civil Code of the Republic of Moldova, namely, Art. 995 "Mixed contract", where the legislator provides that: "The contract is mixed if it contains: two or more elements corresponding to the contract specified in the law; or some elements corresponding to the contract specified in the law, and other elements corresponding to the contract not specified in the law". A mixed contract makes it possible to come into contact with various designs with certain circumstances and the arising needs of the subjects of the contract.

Section ***3.2. The Place and Role of Certain Types of Unnamed Contracts in the Law of Foreign Countries*** has established: the place and role of certain types of unnamed contracts in the law of foreign countries, such as: an advertisement agreement, a sponsorship agreement,

charity, philanthropy, a vehicle rental agreement with crew. The analysis and the specifics of the unnamed agreements of the Republic of Moldova make it necessary to implement such agreements in the national legislation, which contribute to meeting the emerging needs of society in various fields.

Foreign countries, such as: Armenia, Ukraine, Azerbaijan, Kyrgyzstan, Uzbekistan, Kazakhstan, the Russian Federation, Belarus, Tajikistan, consider issues related to outdoor advertising in the form of stands, posters containing any type of advertising information. In each country, outdoor advertising is individually indicated. For example, in Kazakhstan, outdoor advertising is "outdoor and visual advertising", in Uzbekistan it is "outdoor advertising". In countries such as: Ukraine, Belarus, the Russian Federation, Kazakhstan, the placement of such a type as external information is possible only by signing an agreement with the owner of the building or building where this kind of advertisement is placed. For example, according to the Protocol Decision on Advertising Activities [30], Tajik legislation provides that advertising is possible with the permission of specially authorized persons who pay attention to where such an advertising structure will be installed. The legislation of Belarus prohibits the establishment of outdoor advertising along railways and highways.

The legislator of our country does not prescribe the conclusion of a contract related to advertising with the owner of the immovable object where it is intended to install one or another construction, but only mentions the inadmissibility of advertising on the territories of historical and cultural monuments, cultural objects, as well as specially protected natural territories.

This section also analyzes charity, sponsorship and patronage activities abroad, using the legislation of such countries as the Russian Federation, Belarus, Ukraine, Uzbekistan, Kazakhstan, Azerbaijan, Hungary, Poland, Lithuania, and Albania, which shows a high level of such types of activities, as well as the great importance of these types of activities for society as a whole.

Special attention in this section is given to such an unnamed agreement as a vehicle rental contract with a crew. Having studied and studied the legislative framework, using the example of the United States and France, which regulates these types of agreements, we have come to the conclusion that such agreements are very widespread and legally regulated by the laws of these countries, which gives us grounds for noting them the said agreements, while the legislation of the Republic of Moldova does not regulate such agreements.

Section ***3.3. Analysis and Specifics of the Unnamed Contracts of the Republic of Moldova with the Contracts of Foreign Countries and Their Implementation in the National Legislation.*** A comparative analysis of the unnamed agreements was carried out, which made it possible to establish the significant components of such contractual constructions that are found

on a daily basis, therefore creating conditions conducive to the successful work of the whole a system of legal regulation of civil law relations in the Republic of Moldova is possible through legislative consolidation of such contractual structures by borrowing the experience of foreign countries. Using the example of the legislation of foreign countries, it becomes necessary to implement certain aspects of the legal regulation of certain types of contracts in the legislation of the Republic of Moldova. As an example, take: a contract for contracting, a contract for the transfer of know-how.

In this section, a detailed analysis is carried out and the specificity of such unnamed contracts as: contract of contract, transfer of know-how contract is disclosed. The contract agreement is associated with the production and cultivation of agricultural products. Such relations require legislative consolidation by fixing such relations that regulate the transfer of agricultural products from producer to harvester.

In France, similar contracts are signed between agricultural producers and trade enterprises (entrepreneurs). In the USA, the conclusion of such contracts involves not only the purchase of agricultural products, but also all kinds of assistance to farmers, starting with the purchase of seeds and ending with the necessary equipment. The appearance of such contracts is caused by the need for mutual support of agricultural producers in the development of agricultural products.

It does not seem difficult to establish the place and role of a contract of contract in the general system of contracts, but it is debatable, since there are many views on this concept, namely, some scientists believe that this is a contract of sale, but most scientists are inclined to attribute him to a self-contained contract. The assignment of a contract to sale or delivery or delivery is not easy, because they form one group of contracts providing for the transfer of a thing into ownership. However, the presence of special qualifying features of the contract of contracting allows us to rank it as an unnamed contract.

Today, in the context of competition for increasing income in one's own business, the role of the results of intellectual activity, among which “know-how”, occupies an important place. In accordance with the Decree of the Government of the Republic of Moldova No. 13 dated 08/30/2013 [29], “know-how” is a complex of secret, material and identified, non-patented information obtained as a result of experience and tested by it. There is a need to legally, with the help of a correctly executed agreement on the transfer of know-how, protect the holder of the secret and guarantee the protection of his rights. The know-how transfer agreement is free to be entered into as the holder of classified information, including the person who wants to acquire it. The following are important and basic conditions: a special object, the term of the contract, the price, and the very method of delegating secret information “know-how”.

This section examines the “know-how” regulation in countries such as: Sweden, France, Estonia, Finland, Romania, Latvia, Spain, Italy, Germany, Belarus, and the Russian Federation as an example. The presented legislative framework of these countries can be borrowed and introduced into the legislative framework of the Republic of Moldova.

The work is completed with conclusions and recommendations.

GENERAL CONCLUSIONS AND RECOMMENDATIONS

In the doctoral dissertation, conclusions and recommendations are presented to supplement the national legislation of the Republic of Moldova, by proposing a more accurate and complete definition of an unnamed contract, by establishing the distinguishing features and characteristics of such contracts.

In the course of the study of unnamed contracts used in practice, we formulated the following ***conclusions and recommendations****:*

1. The problems associated with such agreements as not named have arisen since ancient times, namely in Ancient Rome. The study of this issue was carried out by lawyers of various schools. In the Republic of Moldova there are very few works on unnamed contracts. In Romania, untitled treaties are devoted to more scientific works. The greatest amount of scientific material in which unnamed contracts are examined is assigned to scientists from the Russian Federation.

2. The principle of freedom of contract is an integral factor, bearing a very long history of its existence, which is inextricable with the functioning of market relations in a particular country and at a particular time, and this factor contributes to the emergence of unnamed contractual constructions, as it allows you to conclude on your own and at your own discretion certain types of unnamed contracts.

3. The study of certain types of non-named contracts allowed us to establish that unnamed contracts, like new, independent contractual constructions, formed by the principle of freedom of contract, not contrary to law, based on the general principles of contract and obligation law, are characterized by qualifying features such as: the moment of conclusion of the contract, the special object of the contract, the subject of the contract, the relationship between the subjects of the contract, focus, individuality, independence, independence, a high level of contractual discipline and legal culture, are recognized as unnamed contracts.

4. The correlation and delineation of unnamed contracts with mixed and complex contracts is assumed through the establishment of common and different distinctive and individual features of these contractual designs.

5. The analysis of the legal regulation and the specifics of the unnamed treaties of the Republic of Moldova in the practice of foreign countries contributes to the need for the implementation of such types of treaties from the foreign civil, commercial, tax legislation into the national legislation, which contribute to meeting the emerging needs of society in such areas as: advertising, sponsorship, charity, philanthropic activity, hiring a vehicle with a crew, production, purchase, sale of agricultural products, consortium, “know-how” program.

6. Conclusions have been developed and recommendations have been made to improve the Civil Code of the Republic of Moldova, the Code of the Republic of Moldova "On Education" and a number of laws.

The study ***solved the main scientific problem***, which consists in *developing* the distinguishing features of unnamed contracts from other types of civil law contracts, with the *subsequent establishment* of their specific legal regulation for theory and practice, with *a view to* their correct practical application in various legal situations.

As a result of solving the main scientific problem, *including the analysis* of unnamed contracts and for legal regulation as such, we offer recommendations for improving such contracts with the civil legislation of the Republic of Moldova, namely:

We recommend the modernization of the legislation of the Republic of Moldova (de lege ferenda), namely:

I. Law of the Republic of Moldova No. 1227 of 27.06.1997 "On Advertising";

II. Law of the Republic of Moldova No. 114-122/225 of 29.04.2016 "On Postal Communication";

III. Law of the Republic of Moldova No. 412-XIV of 27.05.1999, "On Livestock Production";

IV. Law of ATU Gagauzia No. 66-XXXI/V of 01.03.2016 "On Broadcasting";

V. of the Civil Code of the Republic of Moldova No. 1107 - XV of 06.06.2002:

a) Supplement Book III, Section II, **Chapter I "General Provisions on the Contract and the Content of the Contract", part (3) of Article 994 of the Civil Code of the RM** with the following content: "A contract having a new contractual design independent of other types of contracts (contracts) formed by the principle of freedom of contract, not contrary to law, based on the general principles of contract and law of obligations, characterized by qualifying features, such as: the moment of conclusion of the contract, a clearly defined goal, a special object, subject, relationships between the parties to the contract , orientation, individuality, independence, independence, a high level of contractual discipline and legal culture, is recognized as an unnamed (unnamed) contract. "

b) Book III, Section II, **Chapter VIII^{1} "Hiring vehicles with crew", articles 1287^{1}-1287^{4},** which will fix the rules governing the hiring of vehicles with crew.

c) Book III, Section II, **Part 7 "Advertising services", articles 1410^{1}-1410^{10}**, which will display the contractual basis for the performance of work related to the production and placement of advertising.

d) Book III, Section III, **Chapter I "Sale and Purchase" by Part 12 "Contract of Contract", Articles 1194^{1}-1194^{3}**, where one agricultural producer transfers agricultural produce

grown by him to another procuring entity who purchases it with further processing and sale according to the contract.

e) Book V, Section II, **Chapter III "Property and personal non-property rights", Articles 2609[1]-2609[5]**, on the legal regulation of the "**know-how" transfer agreement**.

VI. The Education Code of the Republic of Moldova No. 152 of 17.07.2014

All the above-mentioned proposals *de lege ferenda*, we submitted to competent public entities, for their consideration in the process of improving the legislation of the Republic of Moldova.

The prospective research plan includes the following steps:

a) Continue to study the practice of using and applying certain types of unnamed contracts in foreign countries, with the exception of the countries already considered, for the effectiveness of their legal regulation; b) Explore in detail the evolution of the emergence and future prospects of the transformation of certain types of unnamed contracts; c) To prepare proposals and recommendations on the modernization of the legislation of the Republic of Moldova (*de lege ferenda*).

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ADNOTARE

Tatar Olga, „Contractele nenumite – consecință a realizării principiului libertății contractuale în raporturile juridice civile". Teză de doctor în drept la specialitatea 553.01 – Drept civil, Chișinău, 2020

Structura tezei constă în: adnotări (în trei limbi), listă de abrevieri, introducere, 3 capitole, concluzii generale și recomandări, bibliografie din **262** de titluri și **9** anexe, **140** pagini text de bază, declarație de responsabilitate, CV-ul autorului. Rezultatele obținute au fost publicate în **24** lucrări științifice.

Cuvinte-cheie: contracte nenumite, principiul libertății contractuale, contracte numite, contracte mixte, contract pentru producția de publicitate, contract de plasare a publicității, contracte de sponsorizare, caritate, patronaj, contract de transfer al sportivilor, contract pentru închirierea unui vehicul cu un echipaj, contractul de vânzare-cumpărare a produselor agricole, contract de consorțiu, contract de transfer „know-how".

Scopul cercetării este prezentat sub forma unei analize și studii aprofundate și cuprinzătoare a anumitor tipuri de contracte nenumite care au apărut în baza principiului libertății contractuale.

Obiectivele cercetării: sintetizarea muncii științifice în domeniul contractelor nenumite; analizarea principiului libertății contractuale ca factor care contribuie la apariția de contracte nenumite; investigarea reglementării legale a contractelor nenumite; efectuarea raportului dintre contractele nenumite cu contractele mixte și complexe; investigarea și analizarea juridică comparativă a reglementării legale a contractelor nenumite în Republica Moldova cu contractele din alte țări; elaborarea de concluzii, propuneri, recomandări pentru îmbunătățirea legislației Republicii Moldova, pentru a elimina lacunele în reglementarea anumitor tipuri de contracte nenumite, care sunt frecvent utilizate în practică.

Noutatea și originalitatea științifică: constă în efectuarea unei analize amănunțite și aprofundate a specificului conceptelor de origine, reglementând tipurile individuale, independente de contracte nenumite, atât din punct de vedere științific, cât și din punct de vedere practic.

Rezultatul obținutul care contribuie la soluționarea unei probleme științifice importante: constă în dezvoltarea unor caracteristici distinctive ale contractelor nenumite din alte tipuri de contracte civile, cu stabilirea ulterioară a reglementării lor legale, în vederea aplicării lor practice adecvate în diverse situații juridice.

Semnificația teoretică: prevede necesitatea și importanța investigarea contractelor nenumite. Rezultatele obținute în cursul cercetării științifice vor servi ca studiu pentru următoarele cercetării al specialiștilor din acest domeniu.

Valoarea aplicativă a lucrării: rezidă în aplicabilitatea practică a studiului prezentat, precum și în propunerile și recomandările pentru modernizarea cadrului legislativ.

Implementarea rezultatelor științifice: rezultatele prezentei lucrări au fost prezentate și susținute în cadrul conferințelor, publicate în articole științifice, monografie. De asemenea, pot fi înaintate sub formă de recomandări pentru îmbunătățirea legislației civile a Republicii Moldova și servi ca suport de bază la disciplina universitară *Dreptul civil*.

АННОТАЦИЯ

Татар Ольга, „Не названные договоры – следствие реализации принципа свободы договора в гражданских правоотношениях". Диссертация на соискание ученой степени доктора права по специальности 553.01 – Гражданское право, Кишинэу, 2020

Структура работы состоит из: аннотаций (на трех языках), списка сокращений, введения, 3-х глав, общих выводов и рекомендаций, библиографии из **262** источников, **9** приложений, **140** страниц основного текста, декларации об ответственности, CV автора. Полученные результаты опубликованы в **24** научных работах.

Ключевые слова: не названные договоры, принцип свободы договора, названные договоры, смешанные договоры, договор на производство рекламы, договор о размещении рекламы, договоры о спонсорстве, благотворительности, меценатстве, договор трансфера спортсменов, договор найма транспортного средства с экипажем, договор контрактации, договор консорциума, договор о передаче „know-how".

Цель диссертационной работы: представлена в виде углубленного и комплексного анализа и исследования отдельных видов не названных договоров, возникших посредством принципа свободы договора.

Задачи исследования: синтезировать научные работы в области не названных договоров; анализировать принцип свободы договора как фактора, способствующего возникновению не названных договоров; исследовать правовое регулирование не названных договоров; провести соотношение не названных договоров со смешанными и комплексными договорами; провести сравнительно-правовой анализ правового регулирования не названных договоров в Республике Молдова с договорами зарубежных стран; разработать выводы, предложения, рекомендации по усовершенствованию законодательства Республики Молдова, для устранения пробелов в регулировании используемых в практике отдельных видов не названных договоров.

Научная новизна и оригинальность результатов исследования: состоит в проведении основательного и углубленного анализа специфики концепций происхождения, регулирования отдельных, самостоятельных видов не названных договоров, как с научной, так и с практической стороны.

Результат, который способствует решению важной научной проблемы: заключается в разработке отличительных особенностей не названных договоров от других видов гражданско-правовых договоров, с последующим установлением их правового регулирования, с целью их правильного практического применения в различных юридических ситуациях.

Теоретическая значимость исходит из необходимости и важности исследуемых не названных договоров. Результаты, полученные в ходе научного исследования послужат последующему исследованию, проводимому теоретиками в этой области.

Ценность применения работы заключается в практической применимости представленного исследования, а также представленными предложениями и рекомендациями по модернизации законодательной базы.

Внедрение научных результатов: результаты данной работы были представлены и отражены в материалах конференций, в опубликованных научных статьях, в монографии. Также, они могут быть представлены в виде рекомендаций по улучшению законодательства Республики Молдова и служить основной базой для дисциплины „Гражданское право".

ANNOTATION

Tatar Olga, „Unnamed contracts is a consequence of the implementation of the principle of freedom of contract in civil matters". Law PhD Thesis, specialty 553.01 – Civil law, Chisinau, 2020

The structure of the thesis consists of: annotations (in three languages), list of abbreviations, introduction, 3 chapters, general conclusions and recommendations, bibliography of **262** titles and **9** applications, **140** pages of the main text, declaration of responsibility, author CV. The results are published in **24** scientific papers.

Key words: unnamed contracts, principle of freedom of contract, named contracts, mixed contracts, a contract for the production of advertising, advertising contract, sponsorship contracts, charity, patronage, sportsmen's transfer contract, a contract for hiring a vehicle with a crew, a contract for contracting, a consortium contract, transfer contract „know-how".

The purpose of the thesis: presented in the form of an in-depth and comprehensive analysis and study of certain types of unnamed contracts that arose through the principle of freedom of contract.

Research objectives: to synthesize scientific work in the field of unnamed contracts; analyze the principle of freedom of contract as a factor contributing to the emergence of unnamed contracts; explore the legal regulation of unnamed contracts; balance unnamed contracts with mixed and complex contracts; to conduct a comparative legal analysis of the legal regulation of unnamed contracts in the Republic of Moldova with contracts of foreign countries; to develop conclusions, proposals, recommendations for improving the legislation of the Republic of Moldova, in order to eliminate gaps in the regulation of certain types of unnamed contracts most used in practice.

Scientific novelty and originality of the research results: consists in conducting a thorough and in-depth analysis of the specifics of the concepts of origin, regulating individual, independent types of unnamed contracts both from a scientific and from a practical point of view.

The result that contributes to the solution of an important scientific problem: consists in developing the distinctive features of unnamed contracts from other types of civil law contracts, with the subsequent establishment of their legal regulation, with a view to their proper practical application in various legal situations.

The theoretical significance comes from the need and importance of the investigated unnamed contracts. The results obtained in the course of scientific research will serve as a follow-up study conducted by theorists in this field.

The value of the application the work lies in the practical applicability of the presented study, as well as the proposals and recommendations for the modernization of the legislative framework.

The introduction of scientific results of this work were presented and reflected in the materials of conferences, in published scientific articles, monograph. Also, they can be presented in the form of recommendations for improving the legislation of the Republic of Moldova and serve as the main basis for the discipline „Civil Law".

TATAR OLGA

UNNAMED CONTRACTS IS A CONSEQUENCE OF THE IMPLEMENTATION OF THE PRINCIPLE OF FREEDOM OF CONTRACT IN CIVIL MATTERS

SPECIALTY 553.01 – CIVIL LAW

ABSTRACT
Dissertation for the degree of Doctor of Law

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