

COMMERCIAL SECRET AS AN OBJECT OF LABOUR RELATIONS: FOREIGN AND INTERNATIONAL EXPERIENCE

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ABSTRACT

Due to the insufficient level of regulation of the institute of commercial secrets in Ukrainian legislation, the article attempts to study foreign and international experience in the context of this issue. In particular, labor laws of some countries, as well as a series of international agreements and directives were examined; their main statements, advantages and disadvantages were defined. Based on collected and analyzed data, the authors outlined directions of adapting Ukrainian legislation to the highest standards of the EU, as well as developed recommendations for amending the Labor Code of Ukraine, paying special attention to the obligations of the employee in preserving commercial secrets. The suggestion was made to adopt at the enterprise level a local normative act that would determine the list of information constituting a commercial secret and would reflect the procedure for its use, storage and distribution, as well as the responsibility of employees for its unauthorized distribution-the Commercial Secrets Regulation.

Keywords: Commercial Secret, Employee, Employer, Enterprise, Protection of Commercial Information, Foreign Legislation, International Norms.

INTRODUCTION

Effective functioning of the domestic economy is impossible without the full use of all elements of the market, including the institute of commercial secrets. Unfortunately, as a result of the historical past, this institute was ignored for a long time, and no substantive research was conducted. Only after Ukraine obtained independence, it began to be actively studied and gained practical significance. Nowadays, information becomes an extremely important resource, and sometimes it can be a very dangerous weapon. Possessing information in the modern environment is a necessary component of an effective economic activity of any enterprise. Because transition to market relations inevitably leads to increased competition between economic entities, the level of competition greatly depends on the ability to protect commercial information from misuse. Today protection of commercial information is a pressing problem because it is a valuable component of professional activities of modern society. In particular, issues of protection of rights of economic entities to commercial secrets and protection from competitive intelligence are becoming increasingly important as a result of aggravation of competition forms, which often leads to a misuse of information constituting a commercial

secret. Inadequate level of legal regulation of relations involving commercial secret promotes the spread of economic espionage, unfettered use of illegally obtained high-end technologies, software products, marketing and other sensitive economic information by separate individuals.

Unfortunately, to this day, no special law that would regulate all the questions associated with the institute of commercial secrets has been passed. Although the question of adoption of such a law was repeatedly brought up. One of the last was the Draft Law On the Basic Principles of Protection of Commercial Secrets in Ukraine dated 2 October, 2006, No 2249, (Verkhovna Rada of Ukraine, 2006), which was intended to regulate relations involving commercial secrets and to define information that is not a commercial secret, rights of the owner of such information and the procedure for its protection. According to the developers, the adoption of a special law in the sphere of commercial secrets should provide owners of information constituting a commercial secret with adequate tools for protection of their property, limit a person's ability to obtain restricted information, which is created in the course of activities of economic entities and is capable of causing financial and non-material damage to the owners of a commercial secret. In their opinion, the absence of a special law prevents the application of norms on taking administrative, disciplinary and criminal action for illegal acquisition, use, collection and disclosure of commercial secrets.

In our opinion, the labor-legal component should also be taken into account when drafting this legislation. Evaluation of the institute of commercial secrets also needs to be conducted through the prism of relations between an employer and an employee, which, in turn, will provide an opportunity to better understand the essence of commercial secrets and its place in economic security of an enterprise, their essential difference from other types of restricted information (Melnichuk, 2012; Akhmetshin et al., 2018). At the same time, in order to bring the legal regulation mechanism of the institute of commercial secrets up to the best European counterparts, it is appropriate to analyses foreign and international legislation.

Studies of foreign experience regarding the institute of commercial secrets as an object of labor relations is important for Ukrainian labor legislation, because borrowing positive European innovations, norms will facilitate its further balancing, prevention of collisions and regulation misuse, optimal combination of interests of an employee and an employer when using commercial secrets in the course of labor relations. Blanpain & Engels notes that the use of foreign models allows us to get a panoramic view of various ways of solving the same problem, to see how our own legal system correlates with these models, and to identify existing differences, similarities and trends of development (Blanpain & Engels, 2001). Juridical science and practice have already been using comparative legal studies in the research of state-legal phenomena for a long time. Consequently, processes and phenomena in the legal sphere receive broader coverage, an opportunity to better understand the scope and nature of the legal impact on society, the extent and forms of use of foreign legal experience is provided.

The issue of commercial secrets is described in the works of such scholars as Diduk; Kilimnik & Kharitonov; Nosik; Svitlychnyy et al. (Diduk, 2008; Kilimnik & Kharitonov, 2014; Nosik, 2007; Svitlychnyy, 2014). The problems of protection of commercial secrets in the EU was studied by the European Commission in 2011 and 2013 (MARKT/2010/20/D, MARKT/2011/128/D), Aplin, Yu. Kapitsa, G. Androshchuk et al. (Lovells, 2011; European Commission, 2013; Aplin, 2007; Kapitsa, 2000; Androshchuk & Krainev, 2000; Simonin et al., 2016).

METHODOLOGY

In accordance with the goals and objectives of the study, to obtain objective and reliable results, both general and special methods of research into commercial secrets in labor relations were applied. In particular, the following methods have been used:

- comparative-legal method-to describe the specifics of regulating this issue in foreign legal systems, which allowed to generalize and identify areas for improving regulation of this issue, the effectiveness of applying techniques of foreign law in our state.

Formal-legal method-to make suggestions aimed at upgrading the existing legislation and developing a new one to improve regulation of commercial secrets in labor relations.

The main source of information were legislative documents of such countries as the Republic of Moldova, the Kyrgyz Republic, Poland, Lithuania, the United States, France and Switzerland (Parliament of the Republic of Moldova, 1994; Parliament of the Republic of Moldova, 2003; Law of the Kyrgyz Republic, 1998; Ministry of Justice of the Kyrgyz Republic, 2004; Sejm of the Republic of Poland, 1974; Seimas of the Republic of Lithuania, 2016; American Bar Association, 1985; Senate and House of Representatives of the United States of America, 1996). The Labor codes of these countries and ways in which they regulate the institute of commercial secrets were investigated. Concerning the studied problem in the international legal field, there are no specific recommendations from the International Labor Organization or within special international agreements. We were able to highlight certain aspects in some international documents: the Partnership and Co-operation Agreement between Ukraine and the European Communities, the directive of the European Parliament and the Council of 24 October 1995 On the protection of individuals with regard to the processing of personal data and on the free movement of such data, the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS), the North American Free Trade Agreement (NAFTA) etc. (Verkhovna Rada of Ukraine, 1994; European Parliament and the Council, 1995; World Trade Organization, 1994; United States Trade Representative, 1989).

RESULTS AND DISCUSSION

The Analysis of Experience of Foreign Countries in the Field of State Regulation of the Institute of Commercial Secrets

When analyzing legislation of foreign countries, it can be noted that more attention is paid to this institute. For example, the Republic of Moldova adopted the Law On Commercial Secrets (Parliament of the Republic of Moldova, 1994), article 1 of which defines commercial secrets as information that is not a state secret, is related to production, technology, management, financial and economic activities of a market entity, disclosure (transfer, leak) of which can cause substantial damages to an enterprise (Mishchenko et al., 2016). Such information is the property of a company or is in its possession, use, disposal within the boundaries established in accordance with legislation. In the context of labor relations, article 8 of the Law envisages the following duties of employees that are given at the conclusion of an employment contract or during its execution:

1. To preserve the commercial secret, which will become known to them during the execution of labor functions, not to disclose it without an authorization, issued in the prescribed manner, provided that the

information identified as confidential was not known to them before or received from third persons without compliance with the regime of non-disclosure.

2. To abide by the provisions of orders, instructions, regulations concerning the legal regime of commercial secrets.
3. To report immediately about third-party attempts to obtain confidential information to management or the appropriate company unit.
4. To preserve commercial secrets of business entities, with which active economic cooperation is established;
5. Not to use commercially valuable information to perform personal activities, which can create a competitive environment for the company-employer.
6. During dismissal, to transfer all mediums containing commercial secrets (including manuscripts, documents, drawings, magnetic tapes, disks, diskettes, printouts, films, models, etc.) that were in their use to the appropriate official body or structural unit.

At the same time, the Law has several weaknesses, which consist in the absence of liability for disclosure of commercial secrets, as well as necessary regulations that would ensure the protection of commercial secrets in labor legislation of the Republic of Moldova. In particular, the Labor Code of the Republic of Moldova (Parliament of the Republic of Moldova, 2003) also does not envisage norms on this legal phenomenon (for example, no necessary mechanisms are provided for the effectiveness of protection of the right to commercial secrets, including the ability of an employer to dismiss a dishonest employee for such wrongful actions, as well as to oblige them to compensate in full damages caused to the company).

The issue of commercial secrets is regulated in more detail under general and special legislation of the Kyrgyz Republic. The norms of the Law On commercial secrets define a commercial secret as information that is related to technology, manufacturing, management, finances, is not a state secret, and the disclosure of which may harm their interests (Law of the Kyrgyz Republic, 1998). Article 3 of the Law defines unauthorized disclosure of commercial secrets as deliberate actions of business entity employees, who possess relevant information or third natural or legal persons who either have access to commercial secrets or obtained them illegally, which provoked premature disclosure of confidential information, uncontrolled spread and use, provided that such facts pose a real or potential threat to the interests of a particular enterprise (Akhmetshin & Vasilev, 2016).

Article 8 of the Law provides a list of primary duties of the employee concerning the regime of non-disclosure of commercial secrets:

1. To preserve confidential information that has become known by virtue of work specifics, not to disclose it without a specific permission—if such data were not known to the person before or were received from other sources without any non-disclosure obligations.
2. To comply with the requirements of internal corporate documents concerning the regime of commercial secrets circulation.
3. To inform the authorized person (unit) of the employer about the attempts of third parties to obtain from them such information.
4. To preserve commercial secrets of counterparties—business partners.
5. Not to use confidential knowledge to perform activities that may be competitive for the current employer.
6. During dismissal, to transfer all the data storages with which the employer's authorized persons worked.

Articles 14 and 15 of the Law envisage the possibility to impose disciplinary, criminal and administrative liability upon an employee for wrongful actions concerning the circulation of commercial secrets in labor law, with an obligation to fully compensate damages incurred by such actions to the employer.

The corresponding norms are reflected in the Labor Code of the Kyrgyz Republic (Ministry of Justice of the Kyrgyz Republic, 2004). Article 19 envisages the obligation of an employee not to disclose confidential information, obtained by them during labor relations; Article 54 envisages the right of an employer to include in the employment agreement the content of non-disclosure obligations for certain information; Article 83 incorporates disclosure of commercial secrets by an employee into the list of reasons for termination of labor relations at the initiative of the employer; Article 283 includes disclosure of commercial secrets as grounds for full material liability when outlining cases of full material liability of staff.

It is evident that this issue is best regulated in the context of labor relations specifically in the Republic of Kyrgyzstan.

Labor codes of Poland (Sejm of the Republic of Poland, 1974) and Lithuania (Seimas of the Republic of Lithuania, 2016) do not contain special norms that would regulate the use of commercial secrets by staff. Therefore, holding an employee liable is performed in accordance with the general norms of misconduct (Improper Performance of Job Duties), while reimbursement of damages is performed within the limits of civil liability.

In the countries of the common law system, specifically in the United States, despite the presence of a special law concerning circulation of commercial secrets, of great importance is legislation of individual states and judicial precedents. According to paragraph 1 of the Uniform Trade Secrets Act, the commercial secret is understood as various information, including drawings, formulas, programs, mechanisms, technologies, which has independent economic value, is not available for other persons who could benefit from its use or disclosure, and towards which the measures of maintaining secrecy are applied (American Bar Association, 1985). Disclosure of commercial secrets, including in the course of labor relations, since 1996, is defined as a federal offence and leads to negative consequences for the offender, in particular a prison sentence of up to 15 years and a fine up to 500 thousand (in some cases up to 5 million) dollars (Senate and House of Representatives of the United States of America, 1996). However, such sanctions almost never applied against current or former employees; generally, consequences for them are limited to non-disclosure injunctions and fines.

The requirement for non-disclosure of confidential information may be separately envisaged in the employment contract, and in the case of its absence-in the general requirements of fair practices and loyalty. Meaning that the absence of a non-disclosure agreement (a norm of the employment contract) does not negate liability of an employee for such actions. Within labor relations, employees are obliged not to disclose confidential information to unauthorized recipients; not to copy (or even to memories intentionally) commercially valuable information to use for their own purposes; not to engage in activities that do not meet the interests of the employer during working hours.

After the termination of employment, employees have no right to use trade secrets of a former company. In court hearings, a frequent subject of which are cases of disclosure of commercial secrets, it is explained whether confidential information can be recognized as an integral part of professional experience and knowledge of the employee. The most important facts that will contribute to the satisfaction of employer's claims against an employee are:

1. Evidence of the fact of intentional copying, memorization or displacement of documents.
2. The employee acted using deceit or fraud.
3. Information clearly belongs to an employer and its use exceeds the scope of replicating professional experience.

4. The employee had been warned that the information is classified and they committed to adhering to this requirement.
5. The employee occupies a senior position (Bredinsky, 2008).

By virtue of imprecise legal regulation, the result of a case review largely depends on the subjective attitude of a judge to the case, evidence provided by parties.

French legislation defines a commercial secret as information that is used by the company, is the basis of its competitive ability, and is kept in secrecy. Breach of a commercial secret entails civil and criminal liability (Kapitsa, 2006).

In Switzerland, the courts define the concept of commercial secrets as technical or commercial information that affects commercial results of activities of an enterprise, is not publicly available, and is kept confidential by its owner with respect to their own legal interests. It is a crime to disclose a commercial secret to foreign states or firms, as well as to take advantage of the illegally obtained information constituting a commercial secret.

The Swiss law on unfair competition of 19 December 1986 contains provisions on the unlawful acquisition or misuse of information constituting a commercial secret and prohibits all methods of competition associated with the use of commercial secrets, obtained through violation of confidentiality restrictions. A fine is imposed for such actions. Article 4 of this Law prohibits inciting employees to disclose a commercial secret, which is a delict, as well as to disclose a technical or a trade secret, illegally obtained. The use of information by a third party, if it knows that it was obtained illegally, is also a delict. If any of the mentioned delicts was committed by a person knowingly or intentionally, they are subject to criminal liability (Kapitsa, 2006).

Regulation of Commercial Secrets in the International Law

Concerning regulation of the issue of commercial secrets as an object of labor relations in the international context, it is worth noting that there is a lack of specific recommendations from the International Labor Organization or special international agreements. The only thing that we can turn attention to is the general international norms that concern the issue of regulation of confidential information in international relations.

According to the Partnership and Co-operation Agreement between Ukraine and the European Communities, one of the priorities of adapting domestic legislation to the European standards is unification of competition rules, which covers the sphere of commercial secrets (Verkhovna Rada of Ukraine, 1994). However, currently, regulatory framework of the EU lacks a single legal act that would set the standards on commercial secrets. Parties to disclosure of secrets during electronic trading, anti-money laundering, personal data protection, insurance, investment activity are only partially regulated. As an example, the Directive of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data states that it is inadmissible for the realisation of the right of access to personal data to prejudice commercial secrets or intellectual property, specifically the author's right that protects software (European Parliament and the Council, 1995; Brizko, 2004). The EU countries have a more thought-out protection system of violated rights to a commercial secret than Ukraine. These countries have a single information security market, which is constantly being improved.

Among international legal acts in the field of commercial secrets, the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS) (World Trade Organization, 1994) and the North American Free Trade Agreement (NAFTA) (United States Trade Representative, 1989) take a special place. These documents have many similarities and are one of the first multilateral international agreements, aimed at creation of complex mechanisms for the preservation of commercial secrets. The norms of TRIPS ensure the protection of commercial information of enterprises, establishments, organizations; interpret actions that infringe on the protected status of commercial secrets as unfair competition, outline measures of enforcement of intellectual property rights in the WTO countries. In accordance with the provisions of this agreement, protection of undisclosed information is provided in the context of ensuring effective protection against unfair competition. Natural and legal persons shall have the possibility of preventing that information lawfully within their control from being disclosed to, acquired by, or used by others without their consent in a manner contrary to honest commercial practices so long as such information:

1. Is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question.
2. Has commercial value because it is secret.
3. Has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.

TRIPS also regulate the obligation of authorized bodies of member states of the WTO to maintain commercial secrets, disclosed to them by subjects that enter markets of these member states. This agreement established three criteria of the regime of commercial secrets: secrecy, commercial value and taking adequate measures to ensure its secrecy. In turn, NAFTA, besides the above-mentioned, establishes a number of additional obligations for member states of the agreement on protection of commercial secrets, and also envisages the requirement to collect information constituting a commercial secret in the form of documents, electronic or magnetic means, optical discs, microfilms, films or other similar instruments (Gulyaeva, 2001).

Other important for characteristics of commercial secrets international acts are the Convention Establishing the World Intellectual Property Organization, signed at Stockholm in 1967, according to article 2 of which, "*intellectual property*" includes the rights relating to, in particular, "*protection against unfair competition*" (WIPO, 1967), and the Model Tax Convention on Income and on Capital of the Organisation for Economic Co-operation and Development, article 26 of which provides that in the course of exchange of information between states none of them is obliged to supply information that may disclose a commercial secret (OECD, 2017).

It is evident that the influential instrument of commercial secrets remains unchanged in international relations. It is also worth focusing on the Code of Conduct for European Lawyers, which provides unconditional responsibilities for workers to preserve commercial secrets and other confidential information that became known to them in the course of performing professional duties (Dudorov, 2003).

Recommendations for Improving Ukrainian Legislation

Given the foreign and international experience, in order to improve legal regulation of commercial secrets in labor relations, in our opinion, it is necessary to introduce the following innovations in the new Labor Code of Ukraine:

1. Article "*Duties of the employee to preserve commercial secrets*" that requires:
 1. to maintain the regime of protecting commercial secrets established by an employer, including the requirements of internal corporate documents concerning the regime of commercial secrets circulation.
 2. not to disclose information constituting a commercial secret, the lawful owners of which are an employer or their counteragents, and not to use such information for personal purposes without their consent (if such data were not known to a person before or received from other sources without any non-disclosure obligation).
 3. not to disclose information constituting a commercial secret after the termination of an employment contract during the term specified in the non-disclosure agreement or for 3 years, if such an agreement has not been concluded.
 4. to compensate for the inflicted damage to an employer, if the employee is guilty of disclosing information constituting a commercial secret, in the manner prescribed by law.
 5. to transfer to an employer, in the event of termination of an employment contract, all available to them data storages containing commercial secrets data, which were in their possession in connection with performance of their professional duties.
 6. to inform the authorised person (unit) of an employer about any loss or shortage of documents containing commercial secrets of an enterprise, as well as about the attempts of third parties to obtain from them such information.
 7. to inform the company about known cases of disclosure of a commercial secret, or threats of disclosure of information constituting a commercial secret.
 8. not to use confidential knowledge to perform activities that may be competitive for the current employer.
2. To add to the list of grounds for dismissal at the initiative of the employer a point about intentional disclosure of secrets protected by law, which became known to an employee in connection with performance of their professional duties, including disclosure of personal data of others workers.

CONCLUSIONS

In summary, it should be noted that preserving commercial secrets, maintaining the legal regime of their protection by all employees is important for ensuring economic security of an enterprise. Failure to comply with these rules even by a part of staff may significantly worsen the outcome of an economic activity; negate aspirations of other employees to economic growth of a company. Therefore, it is extremely important for a democratic and law-governed state to establish legal instruments of protection, preservation of information constituting a commercial secret and liability for its unlawful acquisition, use and disclosure. Improvement of the legal protection of commercial secrets should progress towards adaptation of Ukrainian legislation to the higher standards of the EU.

Concerning development and adoption of a separate special law on commercial secrets, we fully support the proposal to pass the law that would regulate issues related to commercial secrets. It would provide a unified approach to regulating relations, connected to commercial secrets, in any field, contribute to clear establishment of the right to classify information as a

commercial secret and ways of obtaining such information, which will disable the unjustified classification of information as a commercial secret, will enable perpetrators to be held liable for disclosure of information, constituting a commercial secret, in order for them to compensate for damages to its owner. At the same time, we believe it is worthwhile to return to this question later, after the adoption of the new Labor Code, which should envisage the necessary provisions regarding the legal regime of confidential information.

Nowadays, we believe one of the methods of protecting commercial secrets of enterprises should be the adoption of a local normative act that would define the list of information constituting a commercial secret and would describe the order of its use, storage and distribution, as well as liability of employees for its unauthorized distribution-the Provision on commercial secrets. The structure and content of the Provision on commercial secrets should depend, in particular, on the specifics of the work of an enterprise and on the types of information that is protected, and it may consist of the following sections:

1. General provisions.
2. The list of information constituting a commercial secret of an enterprise.
3. The access to commercial secrets, and responsibilities of employees.
4. Liability for violation of the Provision on commercial secrets.

REFERENCES

- Akhmetshin, E.M., & Vasilev, V.L. (2016). Control as an instrument of management and institution of economic security. *Academy of Strategic Management Journal*, 15(SI1), 1-7.
- Akhmetshin, E.M., Vasilev, V.L., Gapsalamov, A.R., Pavlyuk, A.V., Sharipov, R.R., & Gatin, R.G. (2018). *Formation of institutional arrangement of economic security improvement of Russia: Task definition*. Proceedings of the 31st International Business Information Management Association Conference-Innovation Management and Education Excellence through Vision 2020, 6395-6401.
- American Bar Association. (1985). *The uniform trade secrets act*. Retrieved from http://www.uniformlaws.org/shared/docs/trade%20secrets/utsa_final_85.pdf
- Androshchuk, G.A., & Krainev, P.P. (2000). *Economic security of the enterprise: Protection of trade secrets*. Kyiv: InYure.
- Aplin, T. (2007). Commercial confidences after the human rights act. *European Intellectual Property Review*. Retrieved from <https://ssrn.com/abstract=2436989>
- Blanpain, R., & Engels, C. (2001). *Comparative labour law and industrial relations in industrialized market economies*. The Hague: Kluwer Law International.
- Bredinsky, A. (2008). *Legal regime and protection of trade secrets in the United States and Great Britain*. Retrieved from <http://www.sec4all.net/modules/myarticles/article.php?storyid=210>
- Brizko, V. (2004). On the issue of international data protection standards. *Legal Informatics*, 2(1), 38-49.
- Diduk, A.G. (2008). *Legal mode of confidential information: Civil law aspect*. PhD Thesis. Kharkiv: KhNUVS.
- Dudorov, O.O. (2003). *Crimes in the field of economic activity: Criminal-legal characteristic*. Kyiv: Yurid. Practice.
- European Commission (2013). *Study on trade secrets and confidential business information in the internal market*. Retrieved from http://ec.europa.eu/internal_market/iprenforcement/docs/trade-secrets/130711_final-study_en.pdf
- European Parliament and the Council. (1995). *On the Protection of individuals with regard to the processing of personal data and on the free movement of such data*. Retrieved from <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A31995L0046>
- Gulyaeva, N.S. (2001). Regulation of the issues of protection of trade secrets in the law of the European Union. In *Teaching the Law of the European Union in Russian Universities (II): Mater. Seminar* (p.192). Moscow: Statute.
- Kapitsa, Y. (2006). Protection of commercial secrets in European countries and Ukraine. *Enterprise, Economy and Law*, 11(1), 16-20.

- Kapitsa, Y.M. (2000). *Problems of legal protection of commercial secrets, know-How and confidential information in the law of Ukraine*. Kyiv: Salkom.
- Kilimnik, I.I., & Kharitonov, O.V. (2014). *Legal characteristic of providing commercial secrets at the enterprise in a market economy*. Kharkiv: Kharkiv National University of Municipal Economy named after A. M. Beketov.
- Law of the Kyrgyz Republic (1998). *On trade secret*. Retrieved from <http://www.wipo.int/edocs/lexdocs/laws/ru/kg/kg138ru.pdf>
- Lovells, H. (2011). *Study on trade secrets and parasitic copying (Look-alikes) MARKT/2010/20/D*. Retrieved from http://ec.europa.eu/internal_market/iprenforcement/docs/parasitic/201201-study_en.pdf
- Melnichuk, A.V. (2012). Information and reference work on documents: the foundations of the organization. *Materials of the Afanasiev Readings*, 1(10), 192-197.
- Ministry of Justice of the Kyrgyz Republic (2004). *The labor code of the Kyrgyz Republic*. Retrieved from <http://cbd.minjust.gov.kg/act/view/ru-ru/1505>
- Mishchenko, V.I., Naumenkova, S.V., & Shapoval, O.A. (2016). Consumer loans securitization. *Actual Problems of Economics*, 186(12), 311-321.
- Nosik, Y.V. (2007). *The rights on commercial secrets in Ukraine*. Kyiv: KNT.
- OECD (2017). *Model tax convention on income and on capital: Condensed version*. Retrieved from https://read.oecd-ilibrary.org/taxation/model-tax-convention-on-income-and-on-capital-condensed-version-2017/model-convention-with-respect-to-taxes-on-income-and-on-capital_mtc_cond-2017-3-en#page2
- Parliament of the Republic of Moldova (1994). *The law no. 171 on commercial secrets*. Retrieved from <http://lex.justice.md/viewdoc.php?action=view&view=doc&id=312792&lang=2>
- Parliament of the Republic of Moldova (2003). *The labor code*. Retrieved from <http://lex.justice.md/ru/326757/>
- Seimas of the Republic of Lithuania (2016). *Labor code of the republic of Lithuania*. Retrieved from <https://www.e-tar.lt/portal/lt/legalAct/f6d686707e7011e6b969d7ae07280e89/asr>
- Sejm of the Republic of Poland (1974). *The labor code*. Retrieved from <http://prawo.sejm.gov.pl/isap.nsf/download.xsp/WDU19980210094/U/D19980094Lj.pdf>
- Senate and House of Representatives of the United States of America (1996). *Economic espionage act of 1996*. Retrieved from <https://www.gpo.gov/fdsys/pkg/PLAW-104publ294/pdf/PLAW-104publ294.pdf>
- Simonin, P.V., Sokolova, A.P., Bogacheva, T.V., Alexeenko, V.B., & Vetrova, E.A. (2016). Institutionalization of conflict and compromise solutions and social and labor relations in higher educational institutions. *Indian Journal of Science and Technology*, 9(19), 93906.
- Svitlychnyy, O.P. (2014). Commercial secret as an object of intellectual property right and interdisciplinary institute in the system of law and legislation of Ukraine. *Public Law*, 1(1), 188-194.
- United States Trade Representative (1989). *North American Free Trade Agreement (NAFTA)*. Retrieved from <https://ustr.gov/trade-agreements/free-trade-agreements/north-american-free-trade-agreement-nafta>
- Verkhovna Rada of Ukraine (1994). *Partnership and co-operation agreement between Ukraine and the European Communities and their member states*. Retrieved from http://zakon5.rada.gov.ua/laws/show/998_012
- Verkhovna Rada of Ukraine (2006). *Draft law on the basic principles of protection of commercial secrets in Ukraine*. Retrieved from http://w1.c1.rada.gov.ua/pls/zweb2/webproc4_1?pf3511=28154
- WIPO (1967). *Convention establishing the world intellectual property organization*. Retrieved from <http://www.kipo.go.kr/upload/en/download/03.pdf>
- World Trade Organization (1994). *Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS)*. Retrieved from <http://apps.who.int/medicinedocs/documents/s20968en/s20968en.pdf>.

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