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Tribune of young scientist

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## PLEDGE OF PROPERTY COPYRIGHTS

In the article was achieved the goal of finding a solving legal problems regarding the possibility of commercial use of property copyright as pledge. The author allocated the essential terms of the contract of pledge of property copyrights abidance which reduces the risk of the mortgagee. Based on the research of foreign legislation the author proposed to create in the State Intellectual Property Service of Ukraine register of encumbrances property rights of intellectual property and creative activity. Proposals such procedure of pledge of property copyrights:

1) registration copyrights; 2) conclusion contract, which establishes basic obligation; 3) appraisal of the property of copyright: by agreement of the parties, taking into account the usual price of this property, or on the basis of expert opinion; 4) obtaining the consent of the other part-owner and co-authors, if any, on sign the pledge contract of the property. Consent is required, but can be written without notarization statement; 5) determine the conditions of use of the work and scope of property rights are transferred to the pledge in the event that the pledge principal obligation secured by the pledge; 6) when the pledged serves the right to use the work, and no change of property rights (partial or complete), then the contract should include the period during which the pledge acquires the right to use the work in the event of foreclosure on collateral; 7) when pledged serves the right to use work, in agreement collateral should be determined the terms of this license: under the terms of the exclusive or non-exclusive license; 8) granting sublicenses to include discussion of the parties; 9) the agreement must contain clear procedures (mechanism) of penalty of intellectual property rights; 10) concerning the registration of this agreement, we believe that he is subject to mandatory registration in the register of personal property encumbrances.