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THE LEGAL NATURE OF THE SCIENTIFIC RESEARCH CONTRACT

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ABSTRACT. Because traditional contractual formulae do not always correspond to the patterns of sophisticated intellectual dealing, the world of knowledge is beginning to arrange itself automatically via the use of new and organized structures. The article's objective is to analyze Iraq's current contract law for scientific research, which must conform to the terms of the contract law governing the Nature of the research Community. The article uses broad scientific and specialized legal methodologies to advance the scientific understanding of private-law relationships. The modeling methodology is the most effective tool for investigating this topic. Therefore, contracting and working in a hands-on research contract was a reaction to a new phase of scientific research development based on scientific knowledge. It is active in a variety of sectors of scientific knowledge, as well as adaptable to the unique demands of scientific knowledge students. As a means of communicating information from the specialist (researcher) to the person who is aware of it (the beneficiary) for them to desire it from behind this information.

JEL Classification: G21, K13, K20

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Introduction

There is no doubt that the economic aspects of this contract[1], the expected outcomes, the diversity of commitments, the parties, the obligations of this contract, and its reliance on information, when combined with other contracts that incorporate knowledge, can be said to be in opposition to a range of contracts (knowledge contracts) that have their own set of obligations that are reflected in the set of obligations of their parties. These contracts, which the jurisprudence has recognized as "complex," do not preclude us from delving into them and attempting to ascertain what they are[2], even if it is necessary to avoid limiting this to the ratio of the contract in question to one of the more well-known traditional contracts at the same time. This does not mean that any connection between this contract and traditional contracts is made, because, while we are dealing with a newly established contract in I To ascertain the nature of the scientific research contract, it is required to compare it to other types of contracts, such as sale, agency, work, and contracting. We can refer to the fundamental tenets of each of these contracts and the resemblance between the scientific research contract and this contract to determine whether or not it fits under its terms. In light of this introduction, the research might

be limited to changing the scientific research contract in terms of its economic dimensions, the nature and variety of the duties of both parties. In this regard, it can be stated that the scientific research contract may be adapted within the framework of one of the following contracts: the sales contract, the agency contract, the contract of labor, or the contract of contract. As a result, we will examine modifying the contract of scientific research through these conventional contracts in order to determine whether these contracts and the contract of scientific research are compatible in order to apply the norms of any of these contracts to him. It should be noted that while we did not find direct sources addressing this issue in general, we attempted to address it by drawing on topics that overlap, such as general contract rules, and what has been written about information ownership, advice contracts, and contracts for the transfer of technology. We attempted to infer as follows in light of what is perceived to be occurring in practice in the statement of adaption of the scientific research contract:

1. Scientific research contract selling information

The sales contract is one of the contracts carrying the property, and raises a number of problems due to the participation of many of its elements with the contract of scientific research. The connection between the two contracts is very close, depending on the fact that the information can be the subject of the sales contract, as well as being a netting contract and arranging opposite obligations on both sides[3], and the place of this contract may be material or moral or any other financial right[4]. To answer this, we discuss the idea of selling information and then evaluating it as follows:

1.1. View the idea of selling information

Some argue that the information is valid for the sales contract: because the means of transferring the information is that the seller abandons it once and for all or becomes the property of the buyer to which it is entitled to dispose of it in all conduct, and the concept of a sales contract is no longer narrow by not responding only to material objects but rather repairing non-material objects to be the property of the buyer to which it is entitled to dispose of all conduct, and the concept of the sales contract is no longer narrow by not responding only to material objects but repairs the material objects to be the place of it, so there is nothing to prevent the information from being in this shop[5].

ProfessorSavati (Savatier) adds to the above that the contract for the sale of information is different from traditional sales contracts, as non-material objects are exchanged for a sum of money [6]. On the other hand, the sale, here, does not mean the transfer of ownership in the traditional sense of the transfer of ownership of material objects, but rather the sale of information for any moral things.

It should be noted that, although the place of the contract (information), which is moral funds, is the product of a laborious effort, it is a value that does money, and this is acceptable in the process of scientific research, as in the case of other moral things, on which jurisprudence has been established as money. It is clear from all of the above that the measurement of the scientific research contract with the sales contract is based on the following:

2- The information (or scientific knowledge) reached by the researcher, has an economic value that is acquisitionable and is a product in this respect, since there is a legal relationship between them and those who reached it, a relationship that can be described as the relationship of the owner to the thing he owns, and since moral funds have financial value, they can become

a right, as it cannot be said that there is ownership unless there is value for the money in place of this property, which entails the possibility of waiver, For this value for a price, the sales contract is the most appropriate type of contract for this waiver[8]. Selling here does not mean transferring ownership in the traditional sense of the transfer of ownership of material objects, but rather about the transfer of ownership of information, i.e. moral objects.

2. This adaptation is consistent with the intention of the contractors, as long as this contract does not contain any violation of the provisions of the traditional sales contract, as the purpose of selling scientific knowledge - as long as it is one of the forms of information - is to permanently waive the researcher's right to become the right of the beneficiary, i.e. the buyer who may dispose of it in all legal conduct, may exploit, use or act on it, and may protest to others by owning such information. This waiver is at a price, and the exploitation of human mental activity in order to obtain a financial return is now a feature of the modern era, so counting the contract of scientific research is a contract for the sale of collectibles and closer to common legal logic.

3- The researcher's right to information is copyright on his work, as it gives him the power to transfer it to others, and in this way the right of the researcher is a property right that can be transferred to others.

1.2. Evaluate the idea of selling information

In fact, the terms of the sales contract cannot be applied to the scientific research contract in light of the different legal construction of each contract, as the scientific research contract is based on elements unparalleled in the sales contract. Putting this adaptation into practice is not possible for the following reasons:

1) The portrayal of information as valid for a sales contract means that the seller who owns the object exists before the sale, while the rule is that the information belongs to all, but if it is allocated to a particular person, this does not necessarily require that person to have a property right, as this right requires at least a licence under the law, such as a patent.
2) The economic value and the idea of funds cannot be linked, as the link is not inevitable between them, as there are economic values that are not considered funds. Economic value may not truly reflect the content of ideas in scientific research. Scientific research does not have to be of economic value or dimension. The link is not inevitable, and this may confirm that legal or political scientific research, for example, has an economic dimension.
3) The sales contract assumes that something is transferred from person to person, and this cannot be achieved for the information. This is because it involves ideas, and if the idea moves from person to person, the idea becomes with both of them.
4) The contract of scientific research entails obligations that go beyond the stage of implementation of the contract and continue until after the end of the legal association between the researcher and the beneficiary, especially with regard to the obligation to confidentiality, and this is not consistent with what is determined by the provisions of the law regarding the sales contract.
5) The beneficiary cannot resort to the rules of forced execution when the researcher refrains from preparing the research, because of the close association between scientific research (as a place of contract) and between the researcher with knowledge and specialization. The right of the beneficiary to claim termination of the contractual association and compensation is limited to the fact that he or she has the requirement[14], which is different from what

the rules on the sales contract determine when the seller breaches its obligations in the sales contract [15].

6) The intention of the parties to determine the legal nature of their contract cannot be relied upon, particularly in the contract of scientific research, which is characterized by the fact that it involves an unbalanced relationship between two parties, one economically strong with its specialization and scientific knowledge, and the other weak, which does not have specialization and scientific knowledge in the field in which it was contracted, namely scientific research.

These difficulties in its entirety were behind our attempt to find another idea that tries to adapt the contract of scientific research between the researcher and the beneficiary to the contract of an agency. As described in the next research.

2. Scientific Research Contract Agency Contract

In article 927, The Iraqi Civil Code defines the Agency as : (a contract in which another person resides in the same place at a known permissible conduct), in which the obligation, the agent, is acting on behalf of the creditor, who is entrusted with carrying out legal work in his name and account, and the agency as known from the contracts received on the work. [16]

However, it is distinguished from other contracts received on work such as contracts and contracts of work with two basic features that have the consequences for the Agency's contract in maintaining its own self-employment:

1) The agent represents the client before others, as he concludes the conduct in his name and account.
2) The place of the agent's contract is to carry out legal actions on behalf of the agent.
3) Since our research goes on to identify the legal nature of the scientific research contract, in the light of those characteristics of the Agency's contract, can it be said that the scientific research contract is one of the applications of the Agency's contract? To answer this, we divide this research into two demands, one to present the idea and the other to evaluate it as follows:

2.1. Introducing the idea of an agency contract

The researcher would not have prepared scientific research, in addition to sometimes providing the necessary technical assistance when carrying out scientific research. However, in these acts he does not do legal work, so that it can be said that his contract is the place of contract of the agency.

Despite this fact, there are some questionable features that the researcher in relation to the beneficiary is that of an agent with his client, and therefore it can be said that the legal association between them wears the dress of the agency contract, and the consequences, as is the case with some self-employment contracts, such as the medical contract, and the lawyer's contract with his client, which was the case under Romanian law in distinguishing between material work and mental work, where he was subject to the latter for the provisions of the Agency's contract. [17]

The above can be based on the following arguments in adapting the relationship between the researcher and the beneficiary as the agency's contract: -

1) The researcher's work is dominated by mental or mental character, and cannot be the subject of a lucrative contract, so that he is subject to the agency's contract so that mental work is not placed at the level of manual labour, and science is not degenerated as a means of trade. [18].
2) The obligation to be informed or informed is one of the most important obligations arising in the scientific research contract, and it is the same obligation as the agent, who is obliged to inform his client and give him the necessary information and the status it has reached in the agency's implementation of article (936) of the Iraqi Civil Code. The agent's responsibility arises if he delays his client's timely vision. [19].
3) The researcher's commitment is not limited to the numbers of scientific research, but also requires the follow-up of all means that pave the way for this commitment to bring his work closer to the work of the agent.
4) The remuneration agreed in the scientific research contract is at the discretion of the Court article (940/2) of the Iraqi Civil Code, as is the decision of the Agency's contract.
5) The scientific research contract is based on a key element of trust, experience and competence of the researcher, which is also present in the agency's contract, which is characterized by overcoming personal consideration.
6) A scientific research contract, such as an agency contract, is not necessary, as as a general rule the researcher may be removed and the researcher may step down from scientific research.

2.2. Evaluating the idea of contracting the agency

This adaptation of the scientific research contract has not been spared from being recalibrated again. So, it should match the adaptation of the special natural contract for the researcher's performance. In light of this we can refer to machine considerations: -

1) The Agency's contract is characterized by the effect that its original place is always a legal act, and scientific research cannot in any way be legally considered.
2) The agent does not ask for the necessary care in the completion of the work assigned to him, article (934) of the Iraqi Civil Code. The researcher is committed to achieving the result of completing the research and handing it over to the beneficiary.
3) To say that mental work cannot be the subject of a lucrative contract is contrary to reality, it is well known that self-employed people, most of whom rely on mental character, and with their clients are contracts for which they want to profit, and their reputation is not to be satisfied if they rent their work. [20].
4) The court's use of the provisions of the Agency's contract to reach an amendment to the agreed remuneration between the researcher and the beneficiary is not a firm argument for establishing this adaptation of the scientific research contract, because the judge's intervention in this case is an exceptional intervention aimed at reducing over-pay and rebalancing the parties to the contract. [21].

5) The agent acts on behalf of the client and his account, and the researcher's work is issued in his name and in his own account even in the case where the researcher is the agent of the beneficiary, so if the agency is mixed with another contract ((such as the scientific research contract)) all the rules of the agency and the rules of the other contract should be applied as long as there is no conflict between the contracts.

In light of this calendar, we are invited to try to find another adaptation of the scientific research contract between the researcher and the beneficiary, which is what led us to imagine it as a contract of work. As described in the next research.

3. Scientific research contract is a contract of work

There is no doubt that the mental works in society are as important as the role of manual labour in general, in which the person contracts in the same way as the person who does manual work based on his or her experience and specialization in his or her work.

But does this statement lead us to liken the contracts received on mental works, including the scientific research contract, to the contract of work? And subjecting the scientific research contract to the sample of the provisions to which the employment contract is subject? In an effort to find out this point of view, we divide this research into two demands, one to present the idea and the other to evaluate it. And that's like:

3.1. Introducing the idea of a contract

Iraqi civil law defines the employment contract as: a contract pledged by one of its parties to allocate its work to serve the other party and to perform under its guidance and administration in exchange for a wage pledged by the other party and the worker shall be a private wage, article (900/1) of the Iraqi Civil Code. While the Iraqi Labor Law No. (37) of 2015 defines article (1/9) as: an agreement between the worker and the employer, in which the worker is obliged to perform a certain work for the employer according to his guidance and management and the employer is obliged to perform the agreed wage for the worker. From this definition, the basic elements of the employment contract are evident: the implementation of the agreed work, the wage to which the employer is obliged towards the worker and the dependency relationship between the worker and the employer.

We begin by saying that the implementation of the work should be dropped from the elements of discrimination because the implementation of the agreed work is of the nature of the binding force of the contract as it should be carried out (the contract should be carried out in accordance with its inclusion and in a manner consistent with the good faith) In accordance with article (150/1) of the Iraqi Civil Code.

The contract of scientific research is consistent with the employment contract in that it is a contract based on personal consideration on the part of the worker, i.e. the employer often depends on the status of the worker and his skill in performing the work in accordance with the text of article (923) of the Iraqi Civil Code, on the one hand. On the other hand, the two contracts agree that each is based on

Successive implementation, as the employment contract is not implemented at once but extends to a period of time that may be prolonged or shortened,[22] and the same may happen in the scientific research contract. On the other hand, the place of the scientific research contract represented by scientific research requires that the workplace must be clear and possible to

benefit from it by the beneficiary ((employer)) in the management of his work or pay him to do a job or refrain from it. On the fourth hand, article (903) of the Iraqi Civil Code confirms that the performance of the service is covered by the provisions of the employment contract and that scientific research as a contract is concluded with a person specialized in his profession to perform a certain service, it is the work within the profession of the one who performs it.

However, the two contracts are confused by the element of dependency. In the employment contract, the employer has the power to control, supervise and guide the worker and the latter should not deviate from the employer's instructions and orders[23], and the researcher's position approaches in the face of the beneficiary of the worker's status. The researcher is subject to the supervision and management of the beneficiary, and this submission or dependency is not intended as scientific or technical dependency, which entitles the beneficiary to guide the researcher with regard to the scientific or technical origins of the work. It is intended as regulatory or administrative dependency in which the beneficiary's supervision is limited to determining the external circumstances in which the work is carried out. Regulatory dependency does not require the beneficiary to supervise directly and continuously the researcher, but is sufficient to prove that the beneficiary's ability to control and guide is achieved if it does not exercise it. This dependency varies strongly and weakly depending on the competence of the researcher (worker), the type of work and the size of the project, and in some pictures may reduce this dependency even to make it difficult to say its availability, and this dependency is drawn through some evidence: as a method of determining the wage and the nature of the corresponding obligations and the dependency of the economic researcher to the beneficiary.[24] The researcher also relies on the beneficiary in the face of problems in his work and the researcher looks like he is in a state of dependency on the beneficiary. Here is the confusion between the contract of work and the contract of scientific research.

Accordingly, the benefits of this adaptation are not limited to the beneficiary, but have many practical benefits for the benefit of the researcher, namely:

- Considering the scientific research contract as a work contract means that the researcher will be entitled to the fare if he is present and ready to work at the specified time.
- The beneficiary will bear the responsibility for the mistakes that the researcher can make in the course of his work in terms of not ensuring that the research provided to him contains very reasonable solutions that the beneficiary wants.
- The researcher will only be obliged to take care and not achieve a result and therefore he will be entitled to the wages once the necessary care is done without the need to achieve the desired result of scientific research.
- The researcher will not be responsible for the hidden flaws in scientific research in place of the contract.
- Finally, the researcher will benefit from the legal protection afforded by the legislator to the worker.

3.2. Evaluating the idea of a contract

It is no wonder that adapting the scientific research contract as a contract of work represents sufficient guarantees for the researcher, whether the latter does not bear the responsibility for his mistakes during scientific research, his lack of responsibility for the hidden defects of scientific research (the place of the contract) or the resulting obligation of the researcher to pay attention, in addition to his entitlement to pay without achieving the desired

result of the research. However, it is not possible to put this adaptation into practice for the following reasons:

- The real problem arises in the characteristic dependency element of the employment contract, which entitles the employer to control, supervise and guide the worker and the control and supervision element in the practical research contract. In this regard, the confusion between the two contracts is high: the control and supervision element in the contract of scientific research represents an economic dependency on the researcher's information(1) as the beneficiary relies in his work on the scientific knowledge of the researcher as well as the researcher's experience, status and scientific competence, and maintains his legal independence from the beneficiary. While the worker is subject to the supervision and supervision of the employer and does not enjoy legal independence, he works for the employer and not for himself.
- This difference does not negate the responsibility of both the beneficiary and the employer for the mistakes of the researcher or worker, as the basis of responsibility in each is different. The responsibility in the contract of work is based on the relationship of the follower, while the responsibility of the researcher is based on the agreement between the researcher and the beneficiary.
- 3- It is also not possible to confuse the contracts by calculating that the employer is unique to the rights arising from the patent and the discoveries made by the worker at work, article 912 of the Iraqi Civil Code, while the researcher does not comply, if the researcher produces, and while serving in the preparation of scientific research agreed with the beneficiary, classified[25], he is not specifically contracted with the beneficiary. This product does not fall within its duties and obligations, and therefore proves to the researcher the status of author and literary and financial copyright on this work. [26]
- 4- The researcher's contract with the beneficiary responds to the financial rights of the author to exploit his work. This means that the researcher in the employment contract may not relinquish his status as an author to the employer or waive his literary right to his research. The product of a worker in a contract is given full rights to the employer. [27]
- The worker is only asked to take care of the work assigned to him, article (9.9/1) of the Iraqi Civil Code, while the researcher is obliged to achieve the result of completing and handing over the research.
- 6- The application of the provisions of the labor law to the work of the researcher in general leads to results that are inconsistent with the nature of the contract of scientific research, which depends mainly on the human intellectual effort and mental creativity, both in terms of the rights enjoyed by the researcher, and in terms of terminating the contract that binds him to the beneficiary. [28]
- 7. Pay is an important element of the employment contract and has a distinct legal system that takes into account the interest of the worker, so the employment contract is a netting contract[29], but the scientific research contract is originally paid, it is essentially a netting contract unless expressly or implicitly stated otherwise and if there is a wage, it does not apply to the legal system for wages in the employment contract.
- 8. The avoidance of the employment contract entails that the worker is entitled to part of the wage commensurate with the work he performed at the time prior to the report of the avoidance of the contract, article (918) of the Iraqi Civil Code. The researcher is not entitled to a wage if he does not fulfill his pledge.

This is the same as what is imposed on the contractor according to the origin of the contract, as the contractor is not entitled to a wage if he does not fulfill his pledge. Can the relationship between the researcher and the beneficiary of the scientific research contract be adapted as a contract, which we will discuss in the next research.

4. Scientific research contract

In this research, we aim to refer to what is meant by the contract, and its characteristics, so that we may find, in these points, our way of adapting the contract of scientific research, and therefore the consequences of saying that we are in the process of contracting a contract when talking about the contract of scientific research can be accepted. That is why we will briefly refer to the basic features of the contract to serve our purpose of research. This requires presenting this idea and then evaluating it as follows:

4.1. Introducing the idea of a contract

A contract is defined as a contract intended for a person to do a particular job for another person in exchange for a fee without being consulted and managed. [30]

However, developments in the contractor's performance concept have gone beyond the traditional framework of it, as it performs only material performance, as there is nothing to prevent it from saying that it means that type of performance, as well as performances of a mental nature. The free professions that fall under the concept of contracting are now characterized by the presence of mental performances. This concept therefore expands to accommodate the scientific research contract in question, given the integration of these mental works into the subject of the research carried out. In addition, the advantages of the contract apply to the scientific research contract and represent its main pillars. Whatever the case, the following arguments are supported by the previous view:

- The contract for scientific research, as a contract, is for material work. The researcher's work is attributed to him in terms of his performance because he does it in his own name, even if it is for the benefit of the beneficiary, and therefore his work is not a legal act but a material act. In addition, the nature of the contract allows for a multiplicity of mentally oriented and diverse performances as well as traditional physical performance. The best evidence of this is that the provisions of the contract of contract contained in the Iraqi Civil Code did not limit the scope of the work represented by the enterprise but merely provided provisions for some forms of the contract, allowing it to say that the contracts for information contained in the mental works are nothing more than a form of contract of the contract.
- According to Professor Sanhouri, it is possible to diversify the work that is the subject of the contract, but it differentiates between physical and mental work, as each term has its own meaning, although both are fit to be replaced in the contract. [33]
- The complete independence of the researcher in the numbers of his research, he does the work in his own name independent of the management of the beneficiary and supervision, and chooses the means and methods that he sees suitable to accomplish the work assigned to him. This is one of the most important advantages of the contract and is one of the most important criteria for distinguishing this contract from the rest of the contracts received on the work.
- The contract of scientific research is a netting contract, as the researcher is paid for the preparation of scientific research, and the contractors resort to the same means as the parties to

the contract, especially by relying on the nature of the obligations that arise on the parties and on the amount of time it takes to implement these obligations. When the parties do not agree on the amount of the wage, the judge determines the wage as determined by the legislator in the provisions on the contract. [34]

- The researcher is obliged to hand over scientific research, which is an obligation to achieve a result. This is the same as the contractor's commitment to achieving the result that the employer wants. This is stable in the contract because the employer requests work that is completed. [35]
- The contract for scientific research is based primarily on personal consideration, as the personality of the researcher is considered at the time of the conclusion of the contract. This is the case with the contract, as the contractor may not be assigned to carry out the work in its entirety or in part to another contractor if the nature of the work is supposed to depend on his personal competence or the existence of a requirement to do so, article (882/1) of the Iraqi Civil Code, and the personal adequacy of the researcher depends on the experience, specialization, scientific competence and skill in preparing for scientific research. As well as the provisions (888/1) of the Iraqi Civil Code, the contracting will end with the death of the contractor if his personal qualifications are considered in the contract. This is the same as the result of the scientific research contract, which ends with the death of the researcher.

4.2. Evaluating the idea of a contract

Assigning a scientific research contract to a contract may seem acceptable, as the doctor is based on intellectual information as well as the lawyer, who is engaged in his work under legal information and with this intellectual aspect there is nothing to prevent them from describing their contracts as a contract. However, there is something that prevents the description of the scientific research contract as a contract of contract and this is due to the following:

- The contract involves the idea of completing a work, requiring the contractor to perform material work even if the work is based on the intellectual method. The contract of scientific research is based on the idea of transmitting information from one person to another, which does not require a material aspect and thus the achievement differs from the transition. [36]
- The analogy of the defects in the scientific research contract to the defects contained in the construction is exaggerated. Construction is a physical work that is self-evident, and scientific research contains information that is contained in the place of the contract are communicationable ideas that are not self-evident simply for trading, but for the defect after the information is physically employed.
- Describing the performances performed by the researcher as material work is considered as it is not legally possible to bring these performances closer together with the nature of the material work, a nature characterized by its own concept, which goes to the work of a concrete physical nature and which departs from the idea of specialized scientific knowledge.
- Each party to the scientific research contract can terminate the contract of its own volition without being obliged to compensate the other party. A contract is binding on two sides and one of its parties can terminate it of its own volition without the obligation of compensation.
- The contractor does a business, as its activity is predominantly commercial, and the consequent application of the provisions of the Trade Act. The researcher's work is a civil and intellectual work that is considered civil, even if carried out professionally by the person.

- The commercial character is contrary to the nature of the work of the researcher, which requires a person who undertakes special qualifications and depends on reason and thought. The relationship between the researcher and the beneficiary is based on trust and profit is not the first goal.

Conclusion

Because the conclusion is the final stage of the study and is ultimately about the objective that the researcher sought to accomplish, it comprises the total of the researcher's efforts and the conclusion reached in order to establish a foundation for increasing the breadth of knowledge. The following findings have been obtained. Indeed, the contract for scientific study is limited to the fact that it is a contract in the conventional sense. Although complete compatibility between the scientific research contract and the contract of contracting is not recognized, the existence of specific and fixed elements in the scientific research contract, which in particular reflect the fundamental pillars that exist together only in the contract of contracting, confirms the adaptation of the relationship between the researcher and the beneficiary as a contract. Discussing the availability of the contract's substance and qualities resonates at every level, whether during its convening, implementation, or termination. 4 The objections we have chosen to evaluate the concept of contracting the contract are based on compelling evidence that this adaptation is not feasible. Given that the contract for scientific research entails the completion of a task, the researcher is obligated to turn over scientific research to the beneficiary, notwithstanding the fact that this task entails the transfer of knowledge from one person to another. On the other hand, the beneficiary of the scientific research contract may end the contract by utilizing the license given to the employer. Thirdly, commercialization of the contractor's job is not permanent, as the contractor's work can be civil, especially when a business necessity is overlooked. Professor Joanna Chimidt's definition of contracting as "a contract in which a person undertakes to prepare a specific performance for the benefit of another person for a fee" is consistent with the description of scientific knowledge circulation in the scientific research contract, in which a party is obligated to provide another party with scientific research in exchange for a fee, and there is also a performance for the benefit of another person in this case. To begin, every transaction in which a person is obligated to perform a material or moral act in front of another person is a contract as long as the contract is carried out without the debtor being subject to the creditor. This is consistent with the contract for scientific research, particularly scientific knowledge, because the contract under which it was transferred is described as a contract. If the person transmitting scientific information or knowledge performs an intellectual function, and is entitled to this perception, the contract for scientific research concluded for this reason is a contract of contracting.

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23. Dr. Mahmoud Jamal al-Din Zaki, Civil Liability Problems, C1, Cairo, 1978.
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Margins:

[1] Considering the economic value of the information, which is the subject of the scientific research contract, see Dr. Salim Abdullah Ahmed Al Nasser, Legal Protection of Information Network Information (Internet), Doctoral Thesis, Faculty of Law, University of Al-Nahrin, 2001, p. 82.

[2] :- V.M. VIVANT: I'informatique dans la theorie generale du contrat. DALLOZ. 1994, No.3, p. 118.

[3] Dr. Saadoun Al-Amari, brief in the so-called contracts, C1, Sale and Rent, I3, Baghdad, 1974, p. 15.

[4] See Dr. Anwar Sultan and Dr. Jalal Al-Adawi, So-called Contracts, Sales Contract, Egypt, 1966, p. 41

[5] Dr. Sabri Hamad Khater, Streptial Guarantees for the Transfer of Information, Research published in the Journal of Law, University of Al-Nahrin, Volume III, Issue 3, 1999, p. 117.
[6] :- Savatier: La Vent de Service, D.1971, p.233
1. [7] :- CATALA: Edauche d'un theorie Juridique de l'information, ed, 1984, p.99.

[8] Dr. Ahmed Mahmoud Saad, towards establishing a legal system for the contract of information advice, i1, Cairo, 1995, p. 303
[9] Mr. Mohammed Al Sayed Omran, Legal Nature of Information Contracts, University Culture Foundation, Alexandria, 1992, p. 19.

[10] Dr. Sabri Hamad Khater, former source, p. 117
[11] Dr. Ahmed Mahmoud Saad, former source, p. 304.
[12] Dr. Sabri Hamad Khater, former source, p. 118.
[13] Dr. Sabri Hamid Khater, former source, p. 125H9
[14] Dr. Ahmed Mahmoud Saad, former source, p. 313
[15] Article 248/2 of the Iraqi Civil Code.
[16] Dr. Hassan Ali Al-Thoun, General Theory of Commitment, General Theory of Commitment, Baghdad, 1976, p. 51.
[17] Dr. Mohammed Labib Shanab explained the terms of the contract, Cairo, 1962, p. 29. Dr. Mohammed Abdul Zahir Hussein, Civil Liability of the Lawyer towards the Client, Arab Renaissance House, 1993, p. 77.
[18] Muhammad Ali Arafa, The Most Important Civil Contracts, First Book, In Small Contracts, Egypt, 1954, p. 10.
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[19] Dr. Suhair Montaser, Commitment to Vision, Cairo, without a year of printing, p. 79.
[20] - Sinhouri, mediator, C7, former source, p. 16, H2.
[21] Dr. Ahmed Mahmoud Saad, former source, p. 321.
[22] Dr. Cheb Toma Mansour, Explaining the Labor Law, I3, Baghdad, 1968, p. 340.
[23] Dr. Adnan Al-Abed and Dr. Youssef Elias, Labor Law, i2, Baghdad, 1989, p. 227.
[24] Dr. Mohammed Labib Shanab, former source, p. 30.
[25] Article II of the Iraqi Copyright Protection Act, in defining and enumerating works exclusively, states that they are every expression that appears in writing, sound, drawing, photography or movement. For expansion, see: - Dr. Esmat Abdel Meguid Bakr and Dr. Sabri Mohammed Khater, Legal Protection of Intellectual Property, I1, House of Wisdom, Baghdad, 2001, p. 40.
[26] Nawaf Kanaan, Copyright, I2, Amman, 1992, p. 274.
[27] - Professor Sanhouri, mediator, C8, previous source, from 191 p. 329. Our professor Zuhair al-Bashir, Literary and Artistic Property (Copyright), Mosul, 1989, p. 49-50.
[28] Dr. Mahmoud Jamal al-Din Zaki, Civil Liability Problems, C1, Cairo, 1978, p. 448
[29] Dr. Mahmoud Jamal al-Din Zaki, former source, p. 448.
[30] Dr. Kamal Qasim Tharwat, brief in explaining the terms of the contract, C1, Baghdad, 1976. P. 17.
[31] Dr. Ahmed Mahmoud Saad, former source, p. 290.
[32] Dr. Mohammed Al Sayed Omran, former source, p. 96.
[33] Professor Sanhouri says in this (that the material work to which the contract is received is either material work, or it is mental. Mental works are also legal, as in the contract with the lawyer and the agent of works, and works of art, such as in the contract with a doctor or an architect, see, mediator, C7, M1, former source, 59

[34] Articles (880-881) of the Iraqi Civil Code, which is contrary to what the legislator decides in the sales contract, as failure to determine the price results in the nullity of the contract (Article 528 of the Iraqi Civil Code).
[35] Dr. Abdul Rashid Maamoun, Treatment Contract between Theory and Practice, Cairo, without a year of printing, p. 113
[36] Dr. Sabri Hamad Khater, research referred to earlier, p. 119.