

**CHERKACH V.**

Degree Seeking Applicant,  
Department of Civil  
and Legal Disciplines,  
Educational and Research Institute  
of Law and Psychology  
(*National Academy of Internal Affairs*)

**FEATURES OF QUALIFICATION OF CONTRACTUAL RELATIONS  
IN ACQUISITION OF COPIES OF COMPUTER SOFTWARE**

Computer software is a relatively new subject of civil relations and because of its specific content it is not subject to full regulation by a single institution of civil law. Computer software is the result of human intellectual activity, but the medium on which it is recorded, is a property according to Art. 190 of the Civil Code of Ukraine. Today in Ukrainian legislation there is no clear rules of classification of the contractual relations in purchase and sale of copies of computer software recorded on CD, so-called “packaged” software. Therefore, the transactions of purchase and sale of packaged” software in practice often raises the question, which type of contract it is appropriate to conclude licensing contract or classic purchase and sale contract.

In summary, it should be noted that carrying out the transactions of purchase and sale of computer software it is impossible to use the provisions of only classic purchase and sale or licensing contract. The particular type of contract, which should be concluded, depends on the whether the buyer receives intellectual property rights on computer software and to what extent and in what way the transmission of computer software is carried out.

