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IMPORTANCE OF CONTRACT IN BUSINESS SERVICE

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Abstract: Important aspects of the agreement in the development of entrepreneurship in scientific activities are considered. The system of civil contracts systematizes the problems of legal regulation of relations related to the definition of a contract and the implementation of scientific activities.
Key words: Avesta, Roman private law, Laws of the XII tables, Titus Livius, contract function, Contract for research, development and technological work.

Contracts are one of the most important institutions in civil law. Contracts are documents of legal importance in the legal regulation of relations between the two parties, showing the will of the two parties.

Contracts are a legal tool that has been used by mankind since ancient times. The contract is used in all legal systems - Anglo-Saxon, Muslim and patriarchal (based on indigenous programs).

Russian scientist I. Pokrovsky put forward the theory that the occurrence of contracts is related to a certain stage of early society. According to him, revenge in the organizational system led to the emergence of delict obligations. Delict (obligation to compensate for damage) caused the production of a certain action, behavior. It includes rules not to harm others based on this behavior or to compensate for harm caused.

At first, norms governing civil law appeared in Rome. All actions that occurred, even actions related to elements of crime, were initially regulated by civil legal norms, which created the basis for the development of civil law. The famous historian of ancient Rome, Titus Livius (1st century) gave a legal definition to the written "Table XII" law, which originated from the norms of custom in Rome, as a tree of both public and private law [1, 224].

In Roman law, a contract is a formal document signed between two or more parties regarding interests. The law "Table XII" on contracts repeats the rule "It is necessary to perform the contract, if you have promised, perform it." A person who did not fulfill his obligations under the contract was forced to pay a fine of two parts.

Ccontract is a necessary and important product of the social life of people. Such a view can be taken as a broad view. Contracts in the narrow sense are used only in the coexistence of people, joint activities, division of labor, production of goods and other areas. The existence of contracts does not mean that the existence of the state depends on legal norms. There is no obstacle to consider that there were contracts based on custom and program even in situations where the state and law did not exist. At the same time, it should be mentioned that it is not possible for everyone to ensure the compulsory execution of such contracts or to take countermeasures against the parties who did not fulfill them or did not fulfill them properly, because the reason is that there is no law and law that gives force to the contract. The emergence of the state and law gave meaning and form to the contract and turned it into an instrument of legal regulation. In the early periods, contracts were more commonly used both in property relations and in the military field (for example, capitulation in wars - giving consent on the basis of certain conditions or without conditions, agreement became the norm)

Later, with the development of economic and social life, the methods, forms, and types of contracts also developed. Memories of ancient history - Avesta, Rome, starting with the law of the XII table, if we look at the current contracts, we can witness this. Only in the administrative-command system, the civil-legal contracts in the economic sphere lost their prestige and a formal

attitude towards them prevailed. With the transition to the system of market relations, the contract became popular as a powerful and powerful tool of legal regulation of social relations.

The concept of contract is different in legal and doctrinal sense. In ancient Rome, contracts were called "contractus", which is derived from the verb "contrahere", which means to draw, to eat. According to G. Derpbur, this concept is the same as the legal concept. Later, after the division of obligations, "contractus" was regarded as a "convention" secured by a claim and distinguished from other agreements (pactum) that were deprived of protection [2, 18].

O. S. Ioppe defines the contract as follows:

- agreement of several persons;
- an obligation arising on the basis of an agreement;
- a document recording obligations arising on the basis of the party's will [3, 26]

M.K. Sulaymanov defined the contract as follows: "The contract is based on the emergence of a legal fact or as a contractual legal relationship. The contract as a legal fact and as a legal relationship are independent sides of the contract, different sides of its development [4, 13] "

The legal concept of contract is defined in Article 353 of the Civil Code. According to it, "the agreement of two or more persons on the creation, modification and cancellation of civil rights and obligations is called a contract". If we analyze this concept of the contract, the following cases are known:

Firstly, there must be two or more parties to the contract, which means that a single person cannot enter into a contract with himself;

Secondly, the contract is the basis for creating, changing and canceling civil rights and obligations;

Thirdly, the contract is always described as an agreement between the parties, and the agreement can be based on mutual equality, voluntariness and full consent.

The contract, as a unique legal instrument, performs certain tasks in social life. The contract is primarily a means of legal regulation. Unlike other legal norms, as the contract is regulated by the participants of social relations, it allows taking into account the will, goals and desires of the participants of this relationship. As a rule, in legal regulation, the legal norm of the legal relationship instructs the participants on how to act, directs their actions to a certain social result. A legal norm is an instruction intended for a certain group of persons, which determines their behavior.

Dispositive legal norms regulating contractual relations allow the parties to act according to their wishes. If we take into account the widespread use of dispositive norms in civil laws, then we can see that legal norms cannot rule absolutely in contractual relations, and the will, will, and trust of the parties have a certain importance. It has the following specific features when it is known as a contractual legal instrument:

First, it applies to social relations between two or more parties.

Second, the contract relies on legal norms as a certain model of action and is based on the terms of the contract agreed upon by the parties to the contract.

Another function of the contract is related to its economic situation. It is related to the producer, employer, service provider, customer through the contract. Of course, such relationships are not always permanent, in some cases, intermediate, means and subjects may fall back. However, in any case, it is a simple contract that binds them together.

As it is known, any subject acting within the framework of citizenship, i.e. individuals, legal entities and the state, has certain material or non-material rights. In other words, there is a risk of a specific conflict arising due to the mutual interests of the participants in civil relations. In this case, the contract performs a task of special importance.

The contract also acts as a legal document that is the basis for protecting the legal rights and interests of the parties. If one of the parties does not fulfill its obligations under the contract or

fails to fulfill them properly, the party whose interests are violated has the right to protect its rights through the court. Although the "contract" is a "private law" for the parties to the contract, it is a legal document provided with the coercive power of the state. The legal force of the contract obliges the parties to fulfill the conditions stipulated in it, and in case of non-fulfilment of these conditions, negative consequences will occur for the party who violates it. The fact that the legal force of the contract is provided by the court with the power of state coercion strengthens the sense of responsibility for contracts and contractual obligations to all citizens and legal entities.

Summing up from the above, it can be said that contracts perform the following functions:

1) Legal regulation of social relations;

2) connects various subjects in the economy and other fields;

3) The contract is a legal document that is considered as the basis for the protection of legal rights and interests of the parties.

According to H.Mihammedov, the following 4 types of contracts can be cited in Guy's institutions in Rome:

- Verbal contracts (contracts in words) - have their original basis from oaths.

- Literal contracts (Latin litterra - letter) - contracts in a special written form.

- Real contracts (Latin res-items) exclude the transfer of an item containing the subject of the contract, except for the agreement of the parties on the terms.

- As part of the consensual contracts, the labor rental contract (location-conductio oper arum) was concluded for a certain period and for a certain fee, but this contract was not developed much in the conditions of the slavery system, where slaves were the main labor force [5, 277].

One of the labor lease agreements is the Contract Agreement. According to it, one party is the contractor, and the other party is the customer. He undertakes to perform certain work in accordance with the order of the customer and to hand it over to the customer within the specified period.

The contract is one of the most common contracts in the market economy and used in people's lives. By concluding a contract, relations such as preparation of technical means of production, completion, construction of houses, buildings, restoration, repair, scientific research works, experimental construction and technological works are created. Contractual relations are the main tool for meeting the daily needs of the people in different periods.

According to the contract, the labor results of persons are aimed at the performance of certain work, not the delivery of goods or services. Several types of work are carried out through the contract. The works to be performed are the subject of the contract. The contract includes the construction and repair of a certain object, scientific research, experimental design and testing.

The concept of a contract is given in Article 631 of the Civil Code. A contract is a contract in which one party, considered a contractor, undertakes to perform certain work in accordance with the order of the customer (the second party) and deliver its results to the customer within a specified period, and if the customer accepts the result of the work and undertakes to pay for it. Unless otherwise stipulated by law or the agreement of the parties, the contractor shall bear the risk to perform the work.

There are types of contractor contract, such as economic contract, construction, design or prospecting contract, scientific-research, pilot-construction and technology works contract. In each of these, relevant works are performed and the result is handed over to the customer.

If the contract is a way to satisfy the economic demands of the people, it is becoming one of the main pillars of business, which is increasing in importance nowadays, because the businessmen are not only making profit on the basis of the construction contract, but also satisfying the people's demand for housing.

Acquaintance with the norms of the Ministry of Justice of the Republic of Uzbekistan on the regulation of model contracts allows you to issue the following models:

The civil-legal contract system of the scientific-technical, experimental-construction and technology production contract (ITTKTP) is of particular importance. Although this contract is legally regulated in paragraph 5 of Chapter 37 of the Civil Code, there are different opinions in the legal literature about the location of this contract in the Criminal Code, its naming and legal regulation.

Some experts say that the contract belongs to the contractual contracts, while in Chapter 37, paragraph 5 of the Civil Code, all types of contracts are appropriate, some experts express the opinion that it is not effective to define the ITTKTP contract in the Civil Code and define it as a type of contract contract. According to them, if the subject of the contract announcement is always a certain result, in most cases it is considered an activity in scientific research works, if in the contract contract the property rights in relation to the result are transferred to the customer, the results of scientific research in some cases are subject to the legal regime of intellectual property. Therefore, it is not appropriate to apply the general provisions on the contract in the first paragraph of Chapter 37 of the Civil Code to ITTKTP contracts as well.

In accordance with Article 637 of the Civil Code, the contractor (executor) under the contract contract for scientific research works shall carry out the scientific investigations specified in the tasks assigned to the customer, and for experimental design and technology works, according to the contract contract - selecting a sample of a new product, related design documents, new technology undertakes to issue or prepare a copy of the sample. In this case, the customer undertakes to issue a technical assignment to the contractor (executor), accept the work and pay the fee. According to its legal nature, ITTKPT is a bilateral, consensual and fee-based contract.

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