

THE DISTINCTION BETWEEN EXTREME NECESSITY AND NECESSARY DEFENSE AS CIRCUMSTANCES THAT EXCLUDE CRIMINAL UNLAWFULNESS OF CONDUCT

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Introduction. In criminal law, a crucial aspect is the distinction between unlawful behavior and other behaviors that are not unlawful. Such cases involve exemptions from unlawfulness for actions committed under specific circumstances. Therefore, it is essential to differentiate between the institutions of necessary defense and extreme necessity as circumstances that exclude criminal unlawfulness of conduct.

Objectives. The main aim of this research is to investigate the issues of differentiating between extreme necessity and necessary defense under the criminal law of Ukraine as circumstances that exclude criminal wrongdoing.

Methods.

The concept of extreme necessity in criminal law and its legal consequences are defined in Article 39 of the Criminal Code of Ukraine. This provision establishes the concept of extreme necessity, its limits, and the conditions for its lawfulness - a set of characteristics, the presence of which recognizes an act as having been committed under circumstances that exclude criminal unlawfulness of conduct. It is important to note that the legal consequences of extreme necessity are subject to strict interpretation and should be applied only in exceptional cases, where the act in question satisfies all the criteria of this concept.

Distinguishing between unlawful and non-unlawful behavior constitutes a fundamental issue in criminal law regulation. This matter is addressed by establishing prohibitions on the commission of certain socially dangerous acts, as well as by excluding unlawfulness for acts committed under certain circumstances that would otherwise be punishable. Extreme necessity is one such circumstance that excludes the criminal unlawfulness of conduct.

The concept of extreme necessity shares several common features with necessary defense, but it also exhibits several distinct characteristics:

1. While necessary defense stems solely from a socially dangerous attack committed by a natural person, a state of extreme necessity may result from any number of sources of danger, including natural disasters, socially dangerous behavior of individuals, a person's physiological state, malfunctions of technical or automatic systems that caused an accident or disaster, animal attacks, or a combination of circumstances that require simultaneous performance of certain duties. Consequently, the list of sources of danger that cause a state of extreme

necessity is much broader than that of necessary defense, which is limited to socially dangerous attacks.

2. Harm caused in necessary defense is limited to the person who committed the socially dangerous attack, whereas a state of extreme necessity may result in harm to third parties, i.e., individuals who are neither the source of the attack nor the person causing harm in a state of extreme necessity.

3. In necessary defense, causing harm is not obligatory, and the attack may be stopped by seeking assistance from the authorities or other individuals, or by evading the attack. In a state of extreme necessity, causing harm is compulsory and necessary, and failure to cause lesser or equal harm to other legally protected interests will result in causing actual harm to legally protected interests by the source of danger.

4. The harm caused in necessary defense may exceed the harm that could have been caused by the socially dangerous attack, provided that the limits of necessary defense were not exceeded. In a state of extreme necessity, the harm caused must always be no greater than the harm that was prevented.

If we consider necessary defense, it should be emphasized that its primary basis lies in the provision of the Constitution of Ukraine. This provision enshrines the right of every individual to protect their life and health, as well as the life and health of other individuals, from unlawful encroachments (Article 27). Moreover, it establishes that the protection of the sovereignty and territorial integrity of Ukraine, as well as ensuring its economic security, are the most crucial functions of the state and the cause of the entire Ukrainian people (Article 17). Additionally, it guarantees the inviolability of housing (Article 30) and the right to private property (Article 41).

With respect to necessary defense, as stipulated in Article 36 of the Criminal Code of Ukraine, the following features are characteristic:

1. The social danger of the attack lies in the fact that the actions must be criminally unlawful, i.e., they must qualify under the relevant provision of the Special Part of the Criminal Code of Ukraine. However, defense is also allowed against careless or even innocent actions of a person, if such actions create a genuine threat of harm to the protected interests.

2. The presence of the attack lies in the fact that it exists objectively in the relevant system of spatiotemporal coordinates, i.e., it has already begun but has not ended. At the time of defense, it must exist objectively, or there must be a real threat of such an attack.

Conclusion. Therefore, the primary differences between extreme necessity and necessary defense, as circumstances that exclude criminal wrongdoing, are related to the sources of danger, direction of harm caused in such a situation, inevitability of such harm, as well as the limits, definitions, and responsibility for violation.

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NON DISCLOSURE AGREEMENT

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Introduction. As part of the formation of modern business relations, every business develops over time a number of unique knowledge, special skills of its employees or special information that they possess. This is a special resource that significantly distinguishes the company among similar ones, allows you to provide services better than others and directly increases profitability, and a competitive advantage provides the opportunity to receive millions of profit. That is why such information mostly is in need of protection, including legal protection, one of the mechanisms of which is a non-disclosure agreement (NDA).

The purpose of the article. The purpose of the article is to determine the issue of legal regulation of the so-called non-disclosure agreement, in particular, the procedure and features of concluding and termination of such type of agreement, the rights and obligations of the parties who are entering into this contract, and the analysis of domestic court practice on claims regarding the protection of confidential information within concluded non-disclosure agreements.

The object is the features of the legal regulation of the non-disclosure agreement.

The subject is scientific views, ideas and concepts, the Civil Code of Ukraine and other provisions of the legislation, as well as judicial practice of their application regarding the specifics of non-disclosure agreement.

Research methods are system analysis, synthesis, comparative analysis and generalization.

The civil legislation of Ukraine does not contain provisions regarding the definition of a non-disclosure agreement. However, in theory, such a contract is defined as a contract according to which one party undertakes to provide and