

ASPECTS OF PROTECTION GRANTED TO THE OWNER OF AN IDEA WITHIN THE FRAMEWORK OF ITS EXPLOITATION CONTRACT

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Abstract

The current paper copes with the forms of protection granted to the owner of an idea within the framework of its exploitation contract, considering the idea as an intangible asset that can be invested and yield tangible economic returns. It focuses on addressing the legislative gap in Iraq regarding the protection of unregistered ideas by analyzing relevant legal provisions and reviewing Iraqi and comparative judicial precedents, particularly from Egyptian and French legal systems. The study demonstrates that ownership of an idea constitutes the foundation upon which all other rights are built, and that exploitation and financial returns are closely tied to prior consent. It also uncovers that protection against infringement and intellectual theft is grounded in general principles of law and international agreements such as the TRIPS Agreement. The paper finalizes that protection can undoubtedly be achieved via establishing precedence, disciplined disclosure, and robust evidentiary procedures. It nevertheless recommends enacting specialized legislation to regulate idea exploitation contracts, adopting confidentiality protocols and digital documentation, and enhancing the role of specialized courts to effectually ensure effective protection that fosters innovation and knowledge-based investment.

Keywords: to exploit . Rights, legal protection, financial return

INTRODUCTION

The ideas exploitation contract is a legal response to the global shift away from a material economy towards a knowledge economy in which the idea is now an intangible property that can be invested, traded, and yield tangible returns. With the growing role of the digital platform and entrepreneurship in Iraq, there is a necessity to develop a balanced legal system that guarantees rights of the owner of the idea to prevent exploitation and appropriate compensation, but grant reasonable and legally secure use to the exploiter. The importance of this issue is further increased by the lack of express legislative provisions in Iraqi legislation regarding the protection of unregistered concepts, compared to what appears on the surface of certain comparative models such as the Egyptian and French systems.

Research Significance

The significance lies in addressing a legislative gap that impacts the movement of innovation and knowledge-based investment, by clarifying the contractual and judicial foundations that grant protection to ideas prior to registration, such as confidentiality agreements, exclusivity, and prior consent. The research also highlights the role of Iraqi and comparative judiciary in establishing standards of precedence, controlled disclosure, and enforceability, which enhances legal confidence in the market of ideas and limits unlawful exploitation.

Research Problem

To what extent does the idea's owner, prior to representation or registration, enjoy rights of ownership, exploitation, and protection against infringement in Iraq? What are the limits of contractual and judicial protection in the absence of explicit legislative provisions? And are jurisprudential and judicial interpretations sufficient to achieve legal stability, or does the matter require clearer and more structured legislative intervention?

Research Methodology

The current study adopted the analytical-comparative method by analyzing the relevant Iraqi legal texts, examining judicial interpretations in Iraq, Egypt, France, and selected foreign precedents, while aligning the findings with international intellectual property standards and trade secret protection agreements.

Research Structure:

The current research is structured as follows: Chapter one deals with the right to ownership of the idea and its disposal, and the second chapter examines the right to utilization, financial return, and prior consent. Chapter three focuses on the right to legal protection from infringement and intellectual theft.

Chapter One: The Right to Ownership of the Idea and Its Disposal

The right to ownership of the idea serves the legal foundation for any contract concluded regarding its utilization. Recognizing the idea's originator as its legitimate owner is the first step toward enabling them to exercise the various rights associated with it, beginning with the right to retain it, passing through the right to transfer it or license its exploitation, and ending with the right to protect it from infringement. The importance of this right lies in granting its holder an independent legal status and conferring upon the idea the character of intangible property that enjoys legal protection, despite its lack of material embodiment. This is based on the principle that the law does not require materiality for the subject of a contract; it suffices that it possesses tangible economic value. Arab civil legislations have recognized this principle, including the Iraqi Civil Code No. 40 of 1951, where Article (70) stipulates that "intangible property is that which relates to something non-material, such as the rights of an author, inventor, or artist" (This corresponds to Article (27) of the Iraqi Patents and Industrial Designs Law No. 65 of 1970 (as amended). As for the right of disposition, it is stipulated in Article (25) of the same law). Jurisprudence has interpreted this as encompassing intangible rights that entail economic benefit, including innovative ideas, provided they are definable and not inherently transferred into the public domain. In this regard, some scholars hold that "an idea is considered intangible property of legal value once it is separated from the mind and expressed in a way that allows others to understand and circulate it, thereby making it subject to legal disposition" (Al-Halfy, 2019).

This approach is also reinforced by Iraqi judicial precedent, as the Karkh Court of Appeal, in its capacity as a cassation authority, ruled in Decision No. 97/Civil Rights/2020 that "ideas presented within a contractual framework for the purpose of exploitation constitute a lawful subject of rights, and ownership thereof is established for the party who presented them, provided that prior submission is proven. Such ideas are consequently entitled to legal protection in cases of infringement or unauthorized use." This ruling maintains the judicial trend toward extending protection to intangible rights, so long as conclusive evidence exists of their originality and the innovator's exclusive ownership. In the Egyptian context, Intellectual Property Protection Law No. 82 of 2002 set forth a number of provisions that implicitly recognize the ownership of ideas within the framework of copyright and intellectual works. Although the law focused in most of its articles on protected works after their embodiment, jurisprudence and case law have expanded the scope of protection to include the idea in its pre-embodiment stage, provided that it is specific, distinctive, and of an economic nature. The Cairo Economic Court ruled in judgment No. 321 of 2020 that "intellectual property is not limited to what has been embodied or recorded, but rather extends to include the idea once its originality is established and it has been expressed in a clear manner, such that it can be distinguished from commonly circulated general ideas."

It is noteworthy that an idea, upon arising in the mind of its owner, does not acquire full legal protection unless it is disclosed or made available in a manner that makes it understandable and comprehensible to others. On this basis, ownership of the idea is legally attributed to the first person who clearly expressed it, defined its elements, and presented it in a framework that allows for its exploitation. The Egyptian judiciary adopted this concept in Cairo Economic Court case No. 110 of 2021, where the court acknowledged the right of the idea's presenter to its ownership and to legal protection, despite it not being registered as a patent. This was based on the existence of prior written evidence of presenting the idea with a detailed description, thereby establishing the principle of precedence as the basis for determining the true owner of the idea.

It must be stated that ownership of an idea is not merely economic but also involves moral rights, the main one among which is the right to attribute the idea to its author, i.e., the right of attribution or authorship. They are inalienable pursuant to Article (143) of the Egyptian Civil Code, and they remain effective even after the expiration or assignment of economic rights of exploitation, an aim of the legislator to maintain the creator's honor and to associate the idea forever with his name. This policy is in accordance with Article (14) of the Universal Copyright Convention (WIPO), to which Egypt and Iraq are parties, which provides for the obligation to maintain the author's moral right of attribution and integrity of the content of the idea. In a ruling issued by the French Court of Cassation in 2011, the court held that the original owner of an idea has the full right to dispose of it freely, including its exploitation, transfer, or assignment to others. The court affirmed that the protection of an idea constitutes part of intellectual property rights, which obligate others to respect it and refrain from using the idea without the permission of its owner. (French Court of Cassation, 2011) The owner of the idea has the right to file a lawsuit (Amin, 2023)

The ruling also stipulated that any violation of this right, whether through using or exploiting the idea without consent, constitutes a legal breach entitling the owner to compensation, and the idea's owner has the right to take necessary legal actions to protect their intellectual property. Based on the foregoing, the right to own an idea represents the primary and supreme right of the innovator and serves as the legal foundation upon which all other rights, such as financial exploitation and legal protection, are built. This right is further reinforced by intellectual possession arising from presenting the idea within a clear contractual framework or proving priority in expressing it. It has therefore become essential to enshrine this right in Iraqi legislation through explicit provisions, similar to Egyptian law, to ensure broader legal security for innovators and idea owners and to establish the principle of justice in a knowledge-based economy.

Chapter Two: The Right to Exploit, Financial Return, and Prior Consent

The right to exploit an idea is a cornerstone within the system of rights associated with innovation. Legal protection of an idea is incomplete without enabling its lawful economic exploitation, which provides the owner with the rightful financial return and grants full control over how, when, and to whom the idea may be utilized. This right is centered upon a core principle in law: intellectual effort that attains economic value cannot be exploited or used by others without the explicit permission of its owner, whether through a written agreement or an implicit contract grounded in established and mutual conduct between the parties.

The most widely recognized legal precedent establishing a fundamental principle for the protection of ideas in the case of unwritten contracts is the case of *Desny v. Wilder*, which was decided in 1956 by the California Supreme Court. In this matter, a writer had verbally submitted a screenplay idea to a movie producer, there being no written contract between the two. The producer then hired and used the idea in a film without compensating the writer or entering into any financial arrangement with him. When the matter was presented in court, there was no written document to provide a basis, raising the issue of whether rights could be established by the writer on the sole basis of the oral presentation of his idea. Even without an explicit written agreement, the court held that the behavior of the parties and the facts of the case justified the existence of an implied agreement between the producer and the writer that the utilization of the idea would be done in return for payment. The court held that an implied agreement in this respect was sufficient to create a legal obligation that the presenter of the idea is entitled to compensation as long as the other party has utilized and benefitted from the idea.

In reaching this conclusion, the court established a landmark principle: an implied contract, if there are facts and circumstantial evidence, can result in a valid duty to pay damages even if it is not written. Thus, the court deemed the intellectual author's right to legal protection of his idea if it has been proven that the other party used it with the aim of achieving commercial or artistic benefit without compensation. This decision represents a notable precedent in American law, illustrating the judiciary's flexibility in inferring contractual obligations from unwritten circumstances, particularly in creative and artistic domains where formalities are not always observed. In Iraqi legislation, although no specialized law governs the exploitation of abstract ideas, the Patent and Industrial Designs Law No. 65 of 1970 provides a flexible legal framework for this purpose, notably through Article 25, which states that "the owner is granted the authority to use, exploit, and dispose of [the invention]." (This corresponds to Article 38 of the Iraqi Copyright Protection Law No. 3 of 1971, as amended). Accordingly, intellectual property rights represent a form of expression that is comprehensible to humans once these ideas are transferred from a person's mind to the tangible external world, and then materialized through a work perceivable by the human intellect. From the foregoing, it is evident that ideas are legally protected provided their conditions are met. (Hasouni, 2024)

Practically, Iraqi courts have upheld this principle in several rulings, most notably the decision of the Rusafa Court of Appeal in its Cassation capacity in case No. 145/Rights/2023, which stated that "if an idea is presented to another party for the purpose of exploitation, and the terms of such exploitation are agreed upon, the owner of the idea has a right to a specified financial compensation, and any action without their consent or in violation of the agreed terms constitutes civil liability and an infringement of a legitimate right." This ruling clearly demonstrates that Iraqi judiciary recognizes the economic rights arising from an idea even outside the strict framework of patents, provided the idea is clear, implementable, and commercially viable.

Article 12 of the Iraqi Patent and Industrial Designs Law regulates the issue of prior consent, stating "A patent grants its owner the following rights:

1. To prevent others, without the patent owner's consent, from making, exploiting, using, offering for sale, selling, or importing the product covered by the patent if the subject of the patent is a product. (Al-Sanhouri, 2004)
2. To prevent others, without the patent owner's consent, from making, exploiting, using, offering for sale, selling, or importing the product covered by the patent if the subject of the patent is a manufacturing process."

It is evident that the Iraqi legislator has granted the patent holder the authority to prevent others from infringing, exploiting, or using the invention without consent, whether the patent covers a product or a process. However, the legal text does not explicitly mention the inventor's right to exploit their invention. The previous version of this article was clearer, stating: "The patent grants the owner of the invention, and no one else, the right to exploit the invention by all legal means," which granted the inventor absolute authority to exploit the invention, limited only by the requirement that such exploitation be lawful and within the duration of legal protection. Notably, the right of exploitation under a patent differs from ordinary property rights, as it is temporary rather than perpetual. The inventor may exploit this right personally, pledge it, or license others to use it. (Al-Khalidi, 2025)

In a case brought before the Paris Court of Appeal in 1992, an individual filed a lawsuit against a well-known advertising company, claiming that he had presented an innovative advertising campaign idea, which the company had actually used in its advertising activities without consulting him or providing any financial compensation. (Lalance, 1994). The plaintiff based his claim on what he considered an infringement of his idea and its unlawful exploitation, despite the absence of a written contract or even a clear implied agreement between the parties. However, the French court decisively rejected the plaintiff's claim, relying on the absence of any contractual relationship,

whether explicit or implied, between the parties. The court clarified that an abstract concept is not covered by law until it is in a concrete or demonstrable form. Thus, the court held that the plaintiff had no right to receive compensation for a concept that had not been physically presented or lawfully documented. This case established a fundamental principle of French jurisprudence: ideas, alone, are not protected by law unless they are embodied in a concrete material or legal form. This conforms with the European legislative tradition, which distinguishes the mere conception of the mind from its concrete embodiment that can be protected by law. In KSA, a young man complained to the Committee for Violations of the Copyright Protection System because he had pitched an innovative business concept to a government department, and it was implemented without attributing any credit or paying him any compensation. The question was whether this concept would be considered protected work under the Copyright Protection System. (Committee Decision on Violations of the Copyright Protection System, Saudi Arabia, No. 57/22, Oct. 27, 2021)

The committee concluded that, despite the originality of the idea, it does not constitute a legally protected work because it was not embodied in a tangible or clearly expressive form; therefore, it does not fall within the scope of protection under the system. However, the committee recommended that the relationship between the idea's originator and the receiving entity be formalized, either through a written contract upon submission of the idea or, at minimum, a signed non-disclosure agreement (NDA) to safeguard the initiator's rights in the future.

In contrast, the Egyptian system provides clearer and more structured protection for the rights of the idea's owner, particularly following the issuance of Intellectual Property Rights Protection Law No. 82 of 2002. Article 10 explicitly states that "the exploitation of any innovation or work is not lawful except with the prior written consent of the rights holder," meaning that unauthorized exploitation constitutes a harmful act requiring compensation and may, in some cases, entail criminal liability. The Cairo Economic Court affirmed this approach in multiple rulings, including Judgment No. 430 of 2022, which held that "failure to obtain prior written consent from the idea's owner constitutes a material breach of contract, necessitating contract annulment and compensation for resulting material and moral damages."

The right of exploitation also extends to the entitlement to financial return, which represents the primary purpose of contracting for the use of the idea. This return translates intellectual effort into tangible monetary value. It is defined as the financial consideration received by the idea's owner in exchange for granting exploitation rights to others, whether through licensing, partial sale, joint exploitation, or any form of commercial collaboration. Accordingly, this financial return should be determined based on transparent criteria, considering the nature of the idea, expected commercial viability, and the originator's contribution to its implementation. (Mahdi, 2025). In judicial practice, the Cairo Economic Court issued its ruling No. 556 of 2021, stating that "the originator of an idea is entitled to fair compensation for the exploitation of their idea by others without permission. This compensation shall be assessed based on the profits gained by the other party as a result of such exploitation, and not merely on the direct damages suffered by the creator." This reflects a trend toward awarding genuine compensation commensurate with the value of the unlawful exploitation. Furthermore, the scope of exploitation right does not end here; it also encompasses that the time agreed upon is not exceeded, that the exploitation does not occur beyond the contracted geographical area, and that the conception is not used for purposes different from those agreed upon. The creator of the concept has the authority to deny further exploitation at contract expiration or termination or to ask for its renewal on new financial terms which recognize the developments in the concept or project being exploited. Exploitation of the concept at contract expiration or termination is a violation of a rightful claim and entails legal liability on the side of the exploiting party. It must be remembered that in assignment cases of the right of exploitation as well, the originator retains his moral right to be attributed as the originator of the idea. This is an imprescriptible and inalienable right, as under Article 143 of the Egyptian Civil Code. This aligns with the general provisions set out in international treaties such as the Berne Convention for the Protection of Literary and Artistic Works of 1886, to which many countries, including Egypt and Iraq, have signed. Furthermore, in a 2021 French Court of Cassation ruling, it was held by the court that the making available of an artistic work without the agreement of the rights owner constitutes infringement of intellectual property rights. The court reaffirmed that the rights holder has a right to monetary damages for the unauthorised exploitation, as an expression of the protection afforded by French law to authors' rights to derive financially from their work.

In a nutshell, the right to exploitation and financial return are inseparable components within the legal framework governing the investment in ideas. If no consent maintained, no legitimate exploitation will be; no fair financial compensation equals unprotected economic rights; creators can have neither peace of mind nor incentive to continue innovating if there's no judiciary upholds these principles. Hence, there is an urgent need for more precise and clearer legislation in Iraq regarding the regulation of idea exploitation, similar to the approach taken by the Egyptian legislature, to ensure legal security and the sustainable investment of intellectual and inventive potential.

Section Three: The Right to Legal Protection Against Infringement and Intellectual Theft

The right to legal protection against infringement and intellectual theft serves as one of the most fundamental rights held by the owner of an idea, given that an idea is the product of pure intellectual effort. Consequently, any violation against it represents an assault on both intellectual and moral property. The foundation of this protection lies in the

principle that anyone who exerts creative mental effort is entitled to legal safeguards that prevent others from attributing the idea to themselves or exploiting it without the explicit consent of its originator. Although this protection is not explicitly stipulated in many Arab legislations in its initial form (prior to registration), the judiciary, legal scholarship, and jurisprudential interpretations have contributed to its establishment within a broader concept of intellectual property. (Abdul-Jabbar, 2024)

According to the wording of Article (476) of the Iraqi Penal Code No. (111) of 1969, as amended, which stipulates that "Without prejudice to any more severe penalty provided for by law, a fine shall be imposed on anyone who infringes upon the intellectual property rights of others that are protected by law or by an international convention to which Iraq is a party. The objects produced in violation of the aforementioned right shall be confiscated." It becomes clear that the Iraqi legislator did not require the occurrence of a criminal result in the offense of infringing upon an idea as one of the intellectual property rights. Thus, it is considered a crime of abstract danger. Some jurists hold that the legislator criminalizes the act in crimes of abstract danger regardless of the degree of its risk to the protected interest. Accordingly, the offender is punished even though the protected interest has not actually been exposed to any danger. Therefore, presuming the existence of danger merely from the commission of conduct criminalized by the legislator, in the legal model accepted by society, may entail results that are unsound and open to interpretation and varying constructions. The owner of the idea has the right to terminate the contract (Al-Hadithi, 2019).

In Iraqi civil law, the protection of an idea from infringement is based on the general principles of civil law. Naturally, the object of the infringement must be a legitimate right or financial interest, as the rights of the inventor are only established through the issuance of a specific patent certificate. If such a certificate is issued, the object of the infringement constitutes a legitimate right or financial interest. (Mansour, 2006). As for negligence in the case of patent infringement, according to general rules, it consists of two elements: the material or objective element, which refers to the breach of a legal obligation, and the moral or personal element, which refers to awareness or discernment, meaning that the actor who committed the harmful act must have been aware of their action (Shukur, 2022). Referring to the provisions of Article (191) of the Iraqi Civil Code, which holds that the responsibility of a person lacking discernment is primary, it becomes evident that a minor may be held accountable for acts that constitute infringement against the patent holder. (Aziz, 2019). Furthermore, examining the texts of the Iraqi Patent Law as amended in 2004, Article (44/a) stipulates that the patent or industrial design holder may seek to stop the infringement, which constitutes the civil liability element. It states "The owner of a design or industrial model registered in Iraq may file a lawsuit to prevent the violation of his rights in the patent or industrial model." In this context, the Iraqi Federal Court of Cassation affirmed that "the plaintiff claims compensation for the effort expended in their two patents aimed at developing the industrial aspect; thus, the plaintiff deserves fair compensation from the defendant employer due to the infringement of the patent." (Iraqi Federal Court of Cassation, 2017)

In contrast, Egyptian legislation has been more explicit in protecting intellectual property rights. Law No. 82 of 2002 on the Protection of Intellectual Property Rights provides broad protection for both works and innovations, extending even to the idea stage if it is proven that the idea was previously presented or agreed upon. Article 140 of the aforementioned law states "Anyone who imitates a subject of an invention, utility model, industrial design, or layout design shall be civilly and criminally liable for their action." This extends protection even to the preliminary stage of an idea. The Cairo Economic Court, in its ruling dated March 7, 2021, in Case No. 891 of 2020, held that: "Merely reviewing the idea of a commercial project and presenting a similar copy to a funding entity constitutes a clear infringement of the intellectual property rights of the originator and establishes their right to civil compensation and judicial injunction." This comparative analysis underscores the evolving and varied approaches to intellectual property protection across jurisdictions, highlighting both the challenges and advancements in legal frameworks aimed at safeguarding creators' rights. (Ruling No 891 of Economic Court of Cairo, 2020)

Legal scholarship has reinforced this approach by establishing the importance of pre-registration legal protection, particularly when the precedence of an idea can be substantiated. Some scholars argue that "an idea may be legally protected once its distinctiveness and seriousness are established, without necessarily requiring physical embodiment. It suffices for the idea to be clearly defined and presented within the framework of an agreement or documented presentation." Consequently, "international agreements such as the TRIPS Agreement and the Paris Convention of 1883 have established the principle of protecting trade secrets, which applies to ideas as long as they remain confidential and unknown to the public." Egyptian jurisprudence has further expanded the scope of protection in numerous cases, considering the mere submission of an idea in a tender or its unauthorized use by others as a violation warranting compensation. In a ruling by the Economic Court regarding Case No. 332 of 2022, the court ruled in favor of an innovator against a real estate company that had implemented a project substantially similar to the design study he had submitted. The court emphasized that "intellectual property is not limited to registered designs but extends to encompass the idea itself, provided its prior submission and substantiation are demonstrated." (Ruling No 332 of Economic Court of Cairo, 2022)

In a ruling issued at the 29th of November, 1960, the French Court of Cassation held that "unregistered ideas are not directly protected, once they are embodied in a tangible form, a competitor's replication of the same structure constitutes intellectual misappropriation. The originator of the idea is entitled to prevent such exploitation and claim

compensation. (Ruling of French Court of Cassation, 1960). The contractual dimension is equally critical in protecting ideas, as agreements play a pivotal role in strengthening the position of the owner. The requirement to sign a Non-Disclosure Agreement (NDA) stands as one of the most essential safeguards against intellectual theft. Scholars note that "the unlawful breach of confidentiality is not only a contractual liability but may also form the basis for an intellectual infringement claim protected under civil law and intellectual property regulations." (Mahdi, 2025)

From an evidentiary perspective, protecting an idea necessitates demonstrating its precedence. It is often advisable for the originator to document their project through official channels, such as timestamped emails, notarized records, or certified digital platforms, to fortify their position in potential disputes. The Nasr City Misdemeanor Court, in its ruling No. 5545 of 2021, emphasized that "submitting electronic correspondence illustrating the chronological presentation of the idea and the date of the other party's exposure to it constitutes compelling evidence of precedence. Such evidence is sufficient to establish infringement in cases of unauthorized exploitation." (Nasr Misdemeanor Court, No:5545, 2021)

Indeed, international agreements have significantly reinforced the legal protection for owners of ideas. Article 39 of the TRIPS Agreement stipulates that "Member States are obligated to protect undisclosed information against unfair commercial use." so, this provision is directly applicable to innovative ideas presented within a commercial context. Furthermore, the World Intellectual Property Organization (WIPO) offers mechanisms such as provisional registrations or timestamped digital records to establish precedence, which can be invoked in judicial disputes. Accordingly, legal protection against infringing those ideas is not strictly limited to the post-registration phase but nevertheless extends to the pre-registration stage, on condition that the ideas are of distinctiveness, precedence, as well as disclosing the bad faith of the infringing party. This protection is of a solid foundation for securing a fair legal environment for both originators and investors, in addition to encouraging the open presentation of ideas in the market having no anxiety of theft or unauthorized exploitation. Such protections go in line with modern legislative trends aimed at fostering innovation and ensuring legal security in knowledge-based transactions.

CONCLUSION

Following an examination of the legislative, judicial, and jurisprudential aspects governing contracts for the exploitation of ideas, a number of conclusions and recommendations can be drawn as follows:

I. Conclusions

1. It has been established that the right to ownership of an idea forms the foundation upon which all other rights are built. Iraqi, Egyptian, and French jurisprudence have increasingly recognized protection even prior to materialization or registration, provided that precedence and clear disclosure can be demonstrated.
2. The study reveals that the right to exploitation and financial return is inseparable from the requirement of prior consent. Explicit or implicit agreements (as seen in foreign precedents) are deemed sufficient to establish legal obligation and ensure compensation.
3. The findings clarify that the right to protection against infringement and intellectual theft is grounded in general principles of law and international agreements (TRIPS/Berne). Courts tend to expand the scope of protection through confidentiality requirements, written or digital evidence, and compensatory sanctions.

II. Recommendations

1. The current study calls for the enactment of specialized Iraqi legislation regulating contracts for the exploitation of unregistered ideas, in line with comparative legal frameworks, to reinforce legal certainty and reduce inconsistent judicial interpretations.
2. Promote the adoption of standardized contract templates, confidentiality protocols (e.g., NDAs), and digital documentation as mandatory procedures when presenting or exchanging ideas.
3. Strengthen the role of specialized courts and technical expertise in adjudicating disputes over ideas, while endorsing deterrent compensation linked to the infringer's gains rather than solely direct damages. This approach would ensure both justice and effective deterrence.

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