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Section 1. Civil law

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CHARACTERISTIC CONTRACT MADE FOR THE FAVOR OF A THIRD PARTY IN CIVIL LAW

*Gulomov Akmaljan Shukurillayevich*¹

¹ PhD in Law, Professor, Samarkand State University, Uzbekistan

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Abstract

In public life, the contract, which is one of the oldest legal instruments, is widely used to regulate relations related to the satisfaction of certain needs of participants in civil law relations. Property relations that develop at the stage of sale of manufactured goods, performance of work, provision of services are based on the construction of the contract. Property interest is secured by an agreement. A contract is an agreement between two or more persons on the emergence, change or termination of their civil rights and obligations. It can be seen from the definition that the interested parties in the contract are counterparties directly participating in it. Civil law relations arising under this agreement apply only to both of them and create relative legal relations. According to the principle of relativity, the contract, as a rule, obliges the parties that have concluded it does not affect third parties. Contracts concluded for the benefit of third parties are one of the very important exceptions to this principle. This article discusses the features of the contract concluded in favour of a third party as a subject of research.

Keywords: *contract, obligation, contract in favour of third parties, counterparty, bank deposit, insurance, transportation, beneficiary, right of claim, debtor and creditor*

Introduction

In social life, the contract, which is one of the oldest legal instruments, is widely used to regulate relations related to the satisfaction of certain needs of the participants of civil transactions. Property relations formed at the stage of realization of manufactured goods, performance of works and provision of services are based on the construction of the contract. The ownership interest is pro-

vided by the contract. Therefore, in market conditions, both the product supplier and the consumer must fully fulfil their contractual obligations. Otherwise, we will not get out of the problem by sitting in one place (Mirziyoyev Sh. M., 2018).

According to Article 353 of the Civil Code, a contract is an agreement between two or more persons to create, change or cancel civil rights and obligations (Civil Code of the

Republic of Uzbekistan 2020). It is clear from the definition that the parties interested in the contract are the counterparties directly participating in it. For example, in accordance with the retail sales contract, the seller engaged in business activities undertakes to transfer to the buyer the goods used for personal purposes, household or other purposes not related to business activities (Article 425 of the Civil Code). This relationship between the seller and the buyer (consumer) under this contract applies only to both of them and creates a relative legal relationship. According to the principle of relativity, the contract, as a rule, binds the parties who concluded it does not affect third parties. Contracts concluded in favour of third parties are one of the very important exceptions to this principle (Obligation Law Lecture Notes Ekonomihukuk.com 5.2.2017).

Material and methods

This article examines the specific features of a contract concluded in favour of a third party as a subject of research. Theoretical methods of analysis and synthesis and methods of scientific knowledge are used in the research. In this article, the scientific concepts related to the field, the views, conclusions and opinions of civil scientists of our country and abroad on this issue were studied, and normative legal documents were analysed.

Analysis of research results

In civil legislation, there is also such a view of the contracts that the interested party does not directly participate in the contract, but the agreement is concluded for his benefit and he is interested in the concluded contract. Agreements of this type are considered contracts concluded in favour of third parties. A number of opinions have been expressed in the legal literature regarding this contract. In particular, based on the nature of the actions of the parties participating in the conclusion of the contract, it evaluates the agreement concluded in favour of third parties as a type of separate contract (Ioffe O.S.). According to civil scientist A.G. Karapetov, an agreement concluded in favour of a third party is not a type of contract but a special construction of a contract, through which any named or unnamed contract leading to

the emergence of a civil obligation can be formalized in theory. According to this model, insurance contracts, bank deposits, shipping, rent, etc. can be concluded (Dogovornoe i obyazatelstvennoe pravo (obshchaya chast): 2017). It is necessary to indicate that the person indicated as a third party has the right to demand the fulfilment of the obligation in his favour, and it should be a necessary sign of the contract. A contract concluded in favour of a third party differs from a contract waived in favour of a third party, in which the parties do not foresee that the third party will independently make demands on the debtor (Rahmonkulov H.R. and others, 2010).

According to Article 362 of the Civil Code, a contract in which the parties stipulate that the debtor is obliged to perform the performance not to the creditor but to a third party, specified or not specified in the contract, who has the right to demand the debtor to perform the obligation in his or her favour, is called a contract concluded in favour of a person. In this definition, a third party is recognized as a person who does not directly participate in the conclusion of the contract from the debtor, as well as the person whose name is indicated or not indicated in the contract but who demands the proper performance of the obligation in his or her favour. For example, according to Article 768 of the FC on the bank deposit agreement, the deposit can be placed in the bank in favour of a certain third party. However, it is necessary to pay attention to the fact that the name of the third person-citizen or the name of the legal entity in whose name the deposit is made must be indicated in the contract. Therefore, if their name is not indicated, the contract is not concluded. Indicating their name is an important condition of the relevant contract on bank deposits. Unless otherwise stipulated in this contract, the third party (citizen, legal entity) in whose name the deposit is made acquires the rights of the depositor from the moment the money is received in his account. The right to demand the proper performance of the obligation from the debtor is transferred directly to the third party. A bank deposit agreement concluded in favour of third parties, saving money for the betterment of the child's education and life until he reaches the age of 18; presenting a deposit as

a gift may be established for the benefit of insolvent persons and for other purposes.

Incompetent minors also have the right to use a contract drawn up in favour of a third party since they do not participate and do not express their will when drawing up a contract. He will only have the rights arising from the contract. Additionally, it is not important whether the third party has the ability to conclude a transaction (Tutulani-Semini M., 2006). As long as the third party declares the right to benefit, the creditor under the contract has the right to cancel the contract or make any changes that limit or reduce the right of the third party (Malvin Kacaj, 2018). From the moment when the third party informs the debtor (bank) of its intention to exercise its right under the bank deposit agreement, the parties will not be able to cancel or change the agreement concluded by themselves without the consent of the third party. However, in cases where the third party in whose name the deposit was placed refuses it, the person who signed the bank deposit agreement on behalf of the third party has the right to demand the return of the deposit or transfer it to his name.

According to Article 915 of the Civil Code, in accordance with the property insurance contract, one party (the insurer) pays the other party (the insured) in exchange for the fee (insurance premium) specified in the contract in the event of an event (insurance event) provided for in the contract. to the insured) or the person in whose favour the contract was concluded, to that person (beneficiary) the damage caused to the insured property as a result of this event or the damage related to other property interests of the insured in the amount specified in the contract (insurance money) undertakes to pay (pay insurance compensation). In this case, the third party is considered the beneficiary under the insurance contract.

Additionally, in accordance with Article 6, Part 2 of the Law "On Compulsory Civil Liability Insurance of the Carrier", under the contract of compulsory civil liability insurance of the carrier, the insured event in the event of an accident, the victim or the beneficiary or the carrier will be compensated for the damage caused to the life, health and (or) property of the passengers in exchange for the fee (in-

surance premium) stipulated in this contract. Undertakes to cover within (Collection of legal documents of the Republic of Uzbekistan, 2015). In this case, the contract of compulsory civil liability insurance of the carrier is concluded between the carrier and the insurer. However, in the event of an insurance event, the users of the contract can be the passenger, the victim and the beneficiary in addition to the carrier. These are also considered third parties in relation to the contract.

According to Article 711 of the FC, the freight forwarder delivers the cargo entrusted to him by the consignor under the contract of carriage to the specified destination and hands it over to the person authorized to receive it (the consignee), and the consignor delivers the cargo undertakes to pay the specified fee. According to this contract, the receiver of the goods (a third party) cannot notify the carrier who has not entered into a contract with him directly for claims arising from the loss, damage or delay of delivery of the goods. The main condition of this contract is that the shipper and receiver are not the same person (Braginsky M.I., Vitryansky V.V. 2015).

Alternatively, in obligations related to the purchase of an apartment in favour of a third party, the buyer pays the contract money, but he is not considered the owner of the apartment. Registers the apartment in the name of a third party. In this case, the written consent of a third party is required since the apartment is real estate. For example, parents can conclude such contracts with the aim of their children having a house.

Conclusions

It should be noted that the third party, not the contracting party, has the right to demand that the debtor fulfil the obligation arising from the contract concluded in favour of a third party. Additionally, the heirs of the third party can use this right. For example, according to Article 129, Part 2 of the Turkish Obligation Law, a third party or his successors may demand the fulfilment of an obligation if it does not contradict the purpose of the parties to the contract or the rules of custom (TURKISH OBLIGATION CODE). According to the second part of Article 921 of the Civil Code, the person for whose benefit the personal insurance contract was concluded

has the right to receive insurance money. A third party may also be the beneficiary here. Therefore, as an addition to this article, we think it is appropriate to include the norm that “if the person named as the beneficiary in the personal insurance contract dies, the beneficiaries are his heirs”.

According to Article 15 of the Law “On Compulsory Civil Liability Insurance of the Employer”, insurance in case of death of the insuring employee under the annuity contract in connection with the performance of his work duties undertakes to pay insurance compensation for a period of more than one year in the form of current payments to the beneficiary who has the right to receive insurance compensation (Collection of legal documents of the Republic of Uzbekistan, 2009). The third-party beneficiary of the contract is usually the heirs of the deceased employee.

The following can be noted as a conclusion regarding the specific features of a contract concluded in favour of a third party:

First, the third party does not directly participate in this contract but has an interest in the contract because this contract is concluded for his benefit;

Second, the name of the third party may be specified in this contract (bank deposit contract), or it may not be specified (insurance relationship);

Third, in this agreement, the third party has the right to claim, which belongs only to the creditor. This contract does not provide for the obligation for third parties.

Fourth, this contract, which can be created through actions (contract), can also be created through events (insurance event).

Fifth, the person interested in the contract concluded in favour of the third party may be the successor of the third party as well.

Sixth, the contract concluded in favour of a third party cannot be changed or cancelled by its parties without the consent of the third party.

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© Gulomov, A. S.

Contact: gulomovakmaljon@mail.ru



Section 2. History and methodology of political science

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THE ROLE OF TRAINING IN TRAINING QUALIFIED LAWYERS

Sadikova Yorkinoy Salijonovna ¹,
Sharipov Asrorjon Safarovich ¹

¹ Samarkand State University named after Sharof Rashidov, Uzbekistan

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Abstract

This article can manage to demonstrate the purpose of training activities, and the methods of conducting them, the role of training sessions in the development of qualified staff of lawyers who are in tune with the times today.

Keywords: *Training, lawyer, professional development of lawyers, psychotherapeutic training, psychological training, business training, skills, practical knowledge*

Introduction

Events, open dialogues, roundtables, contests are regularly organized at the technical school in order to educate them in the spirit of involvement in the reforms implemented in our country, further increase their political knowledge, and develop law-making.

It should be noted that the coordination of the educational and methodological process of the legal technical school, practical and information-resource assistance is carried out by the Tashkent State Law University. In the course of study, students learn the same subjects as first-year students of Tashkent State Law University. In addition, technical school students, together with their education, organize systematic work on im-

proving the legal literacy of the population through the "Street law" project.

Lawyer — a practical representative of the field of law with higher legal education and the ability to apply legal knowledge.

Training is derived from the English word and means to teach, educate, exercise. Trainings provide practical application of theoretical knowledge. It envisages independent and active learning by the student rather than teaching by the teacher. That is, through the knowledge gained during these trainings, a person's ability to think, his professional skills develop. The training also teaches the listener the ability to attract a person to himself.

Main part

Who is a lawyer? What kind of person is he? In today's fast-paced society, the demand and attention to lawyers is increasing. At this point, a question arises whether a person with any legal education can become a lawyer. Is legal education enough to become a lawyer? Today's time shows that only persons with a high legal education should be able to apply the professional ethics of this legal field with their skills. As a result of increased attention to lawyers in recent years, requirements for their activity have also changed. In this regard, our country needs young personnel who have interactive knowledge and work through foreign experiences.

Their legal literacy was strengthened by the normative legal documents regarding the provision of legal knowledge. Among them: the Cabinet of Ministers of the Republic of Uzbekistan dated January 19, 1994, "On issues of organizing the activity of judicial bodies and courts of the Republic of Uzbekistan". According to the decision No. 18, the institute for improving the qualifications of the employees of courts and justice bodies is established on the basis of the republican courses for improving the qualifications of judicial officers. In order to meet the needs of state authorities and law enforcement agencies for highly qualified personnel, fundamentally improve the professional training and retraining of legal personnel based on modern knowledge, as well as to increase the level of scientific research in the field of jurisprudence, the President of the Republic of Uzbekistan dated June 25, 1997, on the basis of UP Decree No. 1791 of the Cabinet of Ministers of the Republic of Uzbekistan dated July 21, 1997 No. 364 on improving legal education, raising the level of legal culture of the population, improving the system of training legal personnel, improving the work

Training is practice where theory is combined with special exercises and techniques. Experts indicated 3 types of education. Communicative training is aimed at developing individual business skills. In particular, negotiating, planning your time, setting priorities, etc. Personal growth training helps with effective communication and goal setting. The training begins with dividing the audience into small groups of 4–5 people.

Characteristics of the training – one of the important features is that it is always held in a group. The features and methods included in the training are the basis for

of public opinion research by the decision of the Ministry of Justice, a training center for lawyers will be established. Another means of improving the qualifications of lawyers is the organization of collective training. It awakens the ability of individual thinking in a person.

The term training was introduced to the science for the first time in 1982 by Hriyashe and Petrovskaya. Group trainings are organized between 6–8 people on average. Training also has its own laws. These include "Microphone", "Activity", "Expressing only one's opinion", "being polite to all members of the group", "calling each other by nickname or not by title — just by one's own Name-calling", "Gentleness", "Participating in training from beginning to end", "Saving time", "Voluntariness", "Nonjudgment", "Confidentiality". The term teaching comes to us from the English-speaking world.

One of its most influential proponents and educational promoters was Dale Carnegie, who founded a training center named after him in the early 20th century.

The training differs from the lecture in the following ways:

- the lesson must include not only theory, but also practice
- not only your knowledge, but also your skills and abilities are formed.

Training is a technique development process aimed at forming effective professional activity. On the other hand, training is a form of intensive education that combines the development of theoretical and practical skills in a short period of 1–2 days.

According to the types of training:

1. Psychotherapeutic training
2. Social and psychological training
3. Trainings on the formation of skills
4. Business is divided into training and other types.

effective training. Training is always a team effort.

In this regard, it is possible to mention that on February 11, 2020, the teacher of the department of social sciences, D.O. Kamalo-

va, organized open lectures on the topic of “Educational training” for students of the 4th year of the Vocational Education Department. The aim of this lecture is to train young people in a professional way, to rationally solve the problems they may encounter in their professions, and to develop the ability to find optimal solutions. The main goals of conducting trainings are to achieve harmony and calmness, to improve the quality of life.

The principle involves the involvement of all participants in the activity–training intensive work. The activity of training participants has its own characteristics, which differ from the activity of a person listening to a lecture or reading a manual on the use of a certain technology.

The purpose of the trainings is to provide an opportunity to acquire the theoretical knowledge that needs to be learned during practical work and exercises, and helps to work together as a group. Forming the purpose of training, choosing methods based on the strategy, preparation of information materials, evaluation of results and other issues are taken into account. Taking into account the time, the analysis of the organization of the training consists in monitoring each participation and increasing the professional competence of the trainees based on practical actions.

As a result of the reforms carried out in our country, especially in the field of justice, a two–week mobile training session will be organized for the legal service employees of more than 60 state organizations and agencies in the Navoi region with the participation of qualified professors of the Ministry’s Legal Training Center. At the same time, it should be noted that, for the first time in our country, proposals for the creation of the “Lawyers’ Club” of legal service employees of Navoi region have been approved and the club’s activities will be started. The goal of this club was to form the culture and skills of dealing within the framework of the “language of jurisprudence”.

Conclusion

In conclusion, today our day is spent in intense pictures. No matter what part of our life we look at, legal relations are involved. In these legal relations, each person is distinguished by the ability to apply the law as an individual, to use it and to strictly follow it. Training has a great role in the formation of every person. After all, no one enters the industry with full knowledge and potential.

The knowledge, experience and skills gained during his life experience increase his self–confidence along with increasing his knowledge.

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Contact: asrorjonsharipov7777@gmail.com



Section 3. Intellectual property

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PROTECTION OF INTELLECTUAL PROPERTY RIGHTS IN RUSSIAN JURISDICTION AMID LEGALIZATION AND EXPANSION OF PARALLEL IMPORTS: TRENDS AND PROSPECTS

*Ivan Nikolaev*¹

¹ Self-employed lawyer

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Abstract

In 2022, hostilities in Ukraine caused a massive exodus of foreign companies from the Russian market. Replenishing the deficit in Russia of goods labeled with foreign trademarks is carried out through the legalization of parallel imports. At the same time, the current parallel import scheme is not capable of ensuring the entry into Russian cinemas and online platforms of foreign films, the copyright holders of which do not provide consent to the use of their works in Russia, due to the fact that, by their legal nature, films and other content are objects of intellectual property, but not goods. This article analyzes trends in judicial practice and legislative activity in the field of intellectual property rights in Russian jurisdiction, taking into account the current geopolitical situation.

Keywords: *parallel import, IP, intellectual property, pirated content*

Introduction

Since the onset of hostilities in Ukraine in 2022, numerous European, American, and Asian companies have announced their departure from the Russian market. Some major well-known business entities with production facilities and factories in Russia sold their assets, while others ceased the supply of their products, disrupting existing logistical chains and closing official distribution and dealer centers. Desperate attempts by the Russian government to address the sharply rising deficit of high-quality products from

foreign brands led to the support of the shadow economy through the legalization of parallel imports. This involves the importation of goods into the country without the official permission of rights holders.

In March 2022, Russia enacted Federal Law No. 46-FZ date 08.03.2022 amending certain legislative acts of the Russian Federation. According to this law, the Russian government in 2022 and 2023 has the authority to make decisions specifying a list of goods (groups of goods) for which certain provisions of the Civil Code of the Russian Federation

regarding the protection of exclusive rights to the results of intellectual activity expressed in such goods and the means of individualization by which such goods are marked cannot apply. In turn, the Ministry of Industry and Trade, authorized by the government, approved a list of such goods, indicating brands for which parallel import is legalized. This list includes trademarks of goods in the automotive industry, clothing and footwear, alcoholic beverages, electronics, cosmetics, and more.

It is currently expected that measures supporting parallel imports will continue in Russia at least until 2025, and the list of goods subject to import without the permission of rights holders will be expanded.

Apart from all other negative consequences of such a decision for the development of the shadow economy, such as an inevitable increase in counterfeit products marked with well-known trademarks, reputational losses for companies, and their financial losses, the most significant is the limitation of legal recourse for foreign entities that have left the Russian market.

Data Analysis

This article is based on an analysis of Russian arbitration practice related to the enforcement of the rights of foreign rights holders for the protection of intellectual property, taking into account the provisions of Federal Law No. 46-FZ date 08.03.2022. It incorporates official statistics, legislative activities, and current legislation.

Results of the Research

Based on Part 2 of Article 8 of the Constitution of the Russian Federation, citizens and organizations on the territory of the Russian Federation are equally guaranteed protection for all forms of property, including intellectual property (The Constitution of the Russian Federation). According to Article 7, Paragraph 1 of the Civil Code of the Russian Federation, universally recognized principles and norms of international law and international treaties of the Russian Federation are integral parts of the legal system of the Russian Federation (The Civil Code of the Russian Federation). Russia is a participant in the Berne Convention for the Protection of Literary and Artistic Works dated

09.09.1886, the Universal Copyright Convention (signed in Geneva on 06.12.1952), and the Protocol to the Madrid Agreement Concerning the International Registration of Marks dated 28.06.1989.

However, by the Resolution of the Government of the Russian Federation No. 506 dated 29.03.2022, in accordance with Federal Law No. 46-FZ date 08.03.2022 amending certain legislative acts of the Russian Federation, it is established that provisions of the Civil Code of the Russian Federation on the protection of exclusive rights (Article 1252), features of licensee rights protection (Article 1254), protection of exclusive rights to a work under an open license (Part 5 of Article 1286.1), responsibility for violation of exclusive rights to a work (Article 1301), responsibility for violation of exclusive rights to objects of neighboring rights (Article 1311), responsibility for violation of exclusive rights to an invention, utility model, or industrial design (Article 1406.1), violation of the rights of the author of a selection achievement or another patent holder (Subparagraph 1 of Article 1446), responsibility for the illegal use of a trade secret (Article 1472), responsibility for the illegal use of a trademark (Article 1515), responsibility for the illegal use of a geographical indication and the name of the place of origin of goods (Article 1537) do not apply concerning goods allowed for parallel import. This applies if the goods (groups of goods) are introduced into circulation outside the territory of the Russian Federation by rights holders (patent holders) with their consent.

This implies that the restriction of foreign rights holders in legal recourse for violated intellectual property rights, in the conditions of legalized parallel imports, is only applicable to goods entering Russia not through official dealers but as original products, not counterfeit.

Thus, despite the controversial decision of the Arbitration Court of the Kirov Region dated 03.03.2022 in case No. A28–11930/2021, where the court dismissed the lawsuit of Entertainment One UK Limited, the rights holder of Peppa Pig and Daddy Pig characters, against a Russian individual entrepreneur whose store was found to be selling a children's constructor in packaging

marked with altered images of Peppa Pig and Daddy Pig characters, which was recognized as illegal and unfounded by two higher instances, the right to judicial protection of violated rights in the case of detecting counterfeit products is still acknowledged.

For example, in the ruling of the Court for Intellectual Rights dated 27.04.2023 in case No. A41–51820/2022 (claim of Sonaks EST OU against the limited liability company Alta on the protection of the exclusive right to the CHAMPION trademark), it is stated that the defendant's argument that CHAMPION brand products fall under parallel imports, approved by the Ministry of Industry and Trade, and therefore the use of the trademark does not infringe the plaintiff's exclusive right, is rejected (The Arbitration Court of the Kirov Region Decision No. A28–11930/2021). This is because the case did not prove the fact of introducing this product into civil circulation abroad with the consent of the rights holder to place the trademark.

During this research, no cases were found where foreign rights holders' claims for the protection of intellectual property rights were denied in the implementation of goods in Russia for which parallel import is legalized if the counterfeit nature of these goods was established.

At the same time, the decline in the film screening market segment in Russia reveals an undesirable trend in legislative activity that allows the use of content without the permission of the rights holder. It is worth noting that the film screening industry in Russia is one of the most affected by the mass departure of foreign corporations, as the local film industry cannot provide enough high-quality content. The measures taken by the Russian state to support parallel imports are applicable only to goods, not intellectual property objects, such as audiovisual works.

For example, according to official statistics from the Federal Tax Service of Russia,

in 2022, the revenue of the largest Russian cinema network, CJSC CINEMA PARK, decreased by more than 43% compared to 2021, approaching the record low figures of 2020, when quarantine measures were in place to counter the spread of the COVID-19 coronavirus.

In 2023, a bill has been developed by the senators of the upper house of the Russian Parliament, providing for the temporary suspension of the norms of legislation protecting the rights of foreign film rights holders during film screenings in Russia without their consent.

It should be noted that, unlike parallel import of goods, where the quality and technical characteristics must be original but entered into the country through dealers unauthorized by rights holders, the use of foreign-made films and other content without the rights holder's consent by copying, translation, and duplication, as well as demonstration in all cases without exception, will create counterfeit unauthorized products regardless of whether the original audiovisual content was legally introduced into civil circulation outside the Russian Federation.

Conclusion

Currently, the rights of foreign rights holders whose trademarks are affixed to goods included in the list subject to parallel import are significantly restricted, despite the existing norms of international law and international treaties. Additionally, there are indications that the mentioned list of goods will be expanded, and the period of parallel import legalization in Russia will be extended.

This implies that, despite the possibility of seeking protection for their rights in Russian courts in case of counterfeit sales, tracking such counterfeits will be significantly more challenging. Proving the signs of counterfeiting through judicial expertise will incur additional expenses.

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© Nikolaev, I

Contact: i.nikolaev900811@gmail.com



Section 4. Political problems of international relations

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EXPLORATION OF AGRICULTURAL TRADE RELATIONS AND COOPERATION MODELS BETWEEN CHINA AND FIVE CENTRAL ASIAN COUNTRIES

*Huo Lin Fu*¹

¹The University of World Economy And Diplomacy Tashkent,
Uzbekistan. Xing'an League, Inner Mongolia

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Abstract

In the context of global economic integration and regional integration, China has made great efforts to develop trade exchanges with its neighbors. As a major hub connecting China and Europe, developing trade exchanges with Central Asia is a major way for China to achieve opening up. Since the independence of the five Central Asian countries, the trade between them has changed dramatically from scratch and from small to large. Both China and the five Central Asian countries are importers of agricultural products, with superior geographical location, rich resources and complementary production factors. However, the status of bilateral agricultural trade in bilateral trade is generally low, so it is impossible to fully realize the agricultural trade between the two countries. To further deepen the agricultural economy and economic and trade relations between China and Central Asia, China has proposed and promoted the “the Belt and Road” strategy, It has brought opportunities for economic and trade cooperation between China and the five Central Asian countries. In this regard, this paper studies and discusses the cooperation model of agricultural trade between China and the five Central Asian countries, hoping to provide some theoretical basis for building a new trade cooperation model.

Keywords: China; Five Central Asian countries; Trade in agricultural products; Cooperation mode

In view of the agricultural trade cooperation between China and the five Central Asian countries, due to the lack of a systemat-

ic and basic research, this paper analyzes the practical basis of agricultural trade between China and the five Central Asian countries,

discusses the possible trade cooperation modes under this practical basis, which can provide a new idea for the future research on international trade cooperation models. At the same time, this has also played a positive role in the in-depth development of SCO member countries in the economic and trade field. It also provides constructive suggestions for the five Central Asian countries to make decisions on agricultural trade exchanges in the future.

Existing agricultural trade cooperation model between China and five Central Asian countries

Direct cooperation mode

Port based agricultural product export production base model

The mode of port dependent agricultural product export production base refers to that the exporting country sets its agricultural product production base near the import and export ports of the two countries, and exports based on the local competitive agricultural products according to the needs of the importing country's agricultural products. The import and export ports of China and the five Central Asian countries are mainly Xinjiang. Among them, Xinjiang includes 12 border ports adjacent to the five Central Asian countries. Taking advantage of their respective regional agricultural comparative advantages, it is necessary to establish an export base that can meet the agricultural needs of the five Central Asian countries. For example, Tacheng is adjacent to Kazakhstan and Russia, and only 12 kilometers away from Baktu Port, which is conducive to the export of perishable agricultural products such as vegetables and fruits. Therefore, it is inevitable to establish a fruit processing base here. Tacheng City has successively established six major demonstration greenhouses, which have become the top vegetable export volume in the country for four consecutive years. In this way, the import and export business of agricultural products in China's two major agricultural products, especially in Xinjiang and Central Asia, has been well developed, but there are also some problems, such as: the distribution of agricultural product processing enterprises is relatively decentralized, which is difficult to form economies of

scale; Lack of agricultural production companies with large-scale production capacity and export qualification; There are few types of qualification certificates for domestic enterprises, and the products in relevant industries are restricted.

Model of agricultural product export processing base

The mode of agricultural products export processing base is a trade cooperation mode similar to that of export processing zones. It is the mode that China and the five Central Asian countries process their agricultural products based on their own advantages to produce high-value agricultural products to meet the needs of importing countries. For the five Central Asian countries, China's agricultural production base is also the agricultural production region represented by Xinjiang, which can absorb the supply of basic products in the region, increase the economic benefits of farmers, and promote local employment. At present, the main production and processing areas are: corn processing (Tacheng, Yili, Changji), black soybean processing (Changji, Bazhou, Yili), and high-quality beer barley processing (suburb of Urumqi, Hami, Changji, Yili, Bazhou). However, this model also has corresponding problems, such as: Xinjiang's poor economic foundation, lack of capital in its development base, and unbalanced development with other industries (for example, the logistics industry in the five Central Asian countries has no competitive advantage); The scale of agricultural production enterprises is low, and the brand concept is not strong; The export channel is single and restricted.

Cooperation Mode of International Agricultural Products Fair

The cooperation mode of the International Agricultural Exposition is to expand its marketing in foreign markets by promoting the high-quality products of its own country and promoting the trademarks of its good products to the invitees. This method is also very effective in Xinjiang. This is closely related to Xinjiang's own production characteristics, natural conditions of high-quality agricultural products, geographical conditions and other factors. All kinds of fruits and vegetables produced in Xinjiang are very popular in the five Central Asian countries.

The Xinjiang Uygur Autonomous Region Agricultural Products Trade Fair, hosted by Xinjiang, was attended by more than 60 companies and heads of relevant units from eight prefectures of Kazakhstan, Tacheng, Altay, Urumqi and other prefectures. At the trade fair, more than 50 varieties of agricultural products such as green agricultural products, seabuckthorn products, fungi, and Kazakh handmade embroidery were displayed, setting up a good brand image for agricultural products in the eastern part of the Republic of Kazakhstan. After the exhibition, Altay and Kazakhstan signed a cooperation agreement of more than 1 million dollars. The biggest problem with this approach is that the credit rating of the participating companies is low, the risk of default is high, and the post exhibition progress of many cooperative projects is slow.

Indirect cooperation mode

Agricultural technology exchange and cooperation mode

China and the five Central Asian countries have carried out technical exchanges and cooperation in their respective agricultural technology fields through forums, mutual visits, training and other forms, thus promoting the improvement of the agricultural technology level of the two countries. China and Central Asia have different agricultural technologies due to their different living conditions and production conditions. China has a large number of human and financial resources, and has very rich production practices in agriculture, animal husbandry, water-saving irrigation, deep processing of agricultural products and other fields. In other words, China is in the forefront of the five Central Asian countries in terms of the output of high-value agricultural products. The agricultural technology of the five Central Asian countries is also more advanced than that of China, including the cultivation of improved varieties, the protection and improvement of grasslands, soil improvement and desert control, and the improvement and cultivation of livestock varieties. Xinjiang has a vast territory and superior geographical location, bordering on the three countries of Hajita. In recent years, with the implementation of “going out” and “western development”, Xinjiang has gained sufficient capital and built

it into a platform for economic and trade cooperation and exchange between China and the five Central Asian countries. Therefore, Xinjiang will be the five major agricultural products trade and technology trade centers of China and Central Asia. The agricultural technology exchange between Xinjiang, China and the five Central Asian countries can not only promote the development and improvement of agricultural technology in the two countries, but also drive the trade of agricultural products and related industries in the two countries indirectly. The biggest problem of this model is that there is a large gap in economic development between China and Central Asia. Many agricultural product technologies in the five Central Asian countries cannot meet China’s needs, and China’s agricultural technology level has not been significantly improved.

Technology driven investment development cooperation mode

The technology driven investment development cooperation mode refers to that China has greater advantages in agricultural production, agricultural product processing technology and capital compared with the five Central Asian countries in agricultural production, agricultural product processing technology and capital. It develops agricultural production and technology production in Central Asia and promotes agricultural technology and technology trade between the two countries. Xinjiang Xinkang Tomato Co., Ltd. set up a tomato product processing plant in Almaty, Kazakhstan in 1998. It mainly processes canned, glass and soft ketchup, and processes 5000 tons of tomato paste every year. By 2010, it will drive the export of tomato raw materials across the country to US \$37 million, accounting for 25% of Kazakhstan’s national tomato products, and become a well-known brand in Kazakhstan. Xinjiang Institute of Surveying, Mapping and Design invested in the establishment of Tajik Ocean Corporation in Khatlong Prefecture of Tajikistan in 2011. It is committed to developing rice. It not only brings advanced rice planting technology into Tajikistan, but also drives the export of rice and agricultural machinery products in China. If Chinese enterprises have made certain achievements, China and other countries can establish an agricultural

technology demonstration base here in the future, thus promoting the construction of agricultural technology demonstration bases in China. However, China is still facing the problems of lack of leading enterprises, lack of driving force and lack of brand effect.

Possible agricultural trade cooperation models between China and the five Central Asian countries

Cooperation mode of agricultural transnational corporations

The integration of regional economy promotes the integration of regional production. As a major mode of production, transnational corporations promote the circulation of goods and factors among countries. With the rapid development of logistics, information technology and modern finance, agricultural enterprises in developed countries have made their own strategic plans in the global scope. Both China and Central Asia are big importers of agricultural products, while agricultural means of production enterprises in Europe and the United States have firmly grasped the opportunity of gradual liberalization of agricultural trade between the two countries and gradually penetrated into agricultural means of production enterprises around the world. Under such circumstances, China and the five Central Asian countries should take corresponding countermeasures. With the deepening of agricultural trade and trade relations between China and the five Central Asian countries, we can consult on how to establish a transnational agricultural enterprise to achieve the unity of resources, so as to solve the problem of infiltration. "Big farmer" refers to the concentration of different agricultural products resources between China and five Central Asian countries to form a large-scale enterprise integrating procurement, processing, trade and circulation, so as to replace the original agricultural products trading company and realize the substantial transformation of the foreign trade system; On this basis, we will strengthen our own brands and open up new development directions for agricultural product markets in China and five Central Asian countries.

Growth Triangle Agricultural Trade Market Cooperation Mode

In 1989, Goh Chok Tong of Singapore first proposed the "growth triangle". With the con-

tinuous progress of economic globalization and regionalization, the economic cooperation model of "growth triangle" has gradually formed a new economic geographical pattern. This can also be applied to agricultural cooperation between China and Central Asia. At present, the agricultural markets in China and the five Central Asian countries are mainly local and surrounding regions. With the globalization of various industries, the globalization of agricultural markets is inevitable. How should the wholesale market of agricultural products become more international? China and the five Central Asian countries have geographical borders and complementary agricultural trade relations, and can build an international market based on the "growth triangle". This model requires us to give full play to the economic complementarity and geographical convenience of China and the five Central Asian countries, select three regions with relatively rich geographical locations, transportation conditions and agricultural resources for small-scale economic and trade cooperation, and establish an international agricultural trade market or transform the existing agricultural trade market into an international agricultural trade market according to the survey location. The country should provide corresponding policies, for example, the market should provide financial support for the infrastructure of the market, reduce or cancel tariffs, and the market should provide goods and services for enterprises and individuals operating in the agricultural trade industry, especially the convenience of international transportation, to drive the development of agricultural products and related industries in the surrounding areas.

Conclusion

To sum up, China's strong demand for agricultural products imports has greatly promoted agricultural trade with the five Central Asian countries, and to a certain extent, promoted the export of agricultural products of the five Central Asian countries. Sino US agricultural trade cooperation is a way to develop agriculture and commerce, and the way of agricultural cooperation is to promote the development of agriculture and agriculture. Based on the current cooperation mode, the cooperation modes that can be carried out in

the future include: agricultural transnational corporation cooperation mode, agricultural agricultural trade market cooperation mode of triangular growth, etc. This cooperation mode can effectively integrate agricultural

resources of different countries, so as to better grasp the needs of agricultural products of different countries, thus optimizing the supply of products in China, and achieving win-win results.

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© Huo Lin Fu
Contact: 1140022704@qq.com



Section 5. Political processes and technologies

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COOPERATION BETWEEN CHINA AND UZBEKISTAN IN THE FIELD OF EDUCATION AND COMPARISON OF EDUCATION BETWEEN THE TWO COUNTRIES

*Zhao Rong*¹

¹The University of World Economy And Diplomacy Tashkent, Uzbekistan;
Inner Mongolia Business&Trade Vocational College, China

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Abstract

The cooperation and exchanges between China and Uzbekistan in education are closely related to the changes in the diplomatic relations between China and Uzbekistan. In the process of Uzbekistan's educational development, China has taken measures such as sharing teacher resources, providing educational equipment and overseas students to promote the further development of Uzbekistan's educational activities. Uzbekistan offers Chinese courses in relevant schools to strengthen the study, training and research of Chinese. These measures have effectively promoted the cooperation and exchange of Chinese language education between China and Ukraine.

Keyword: China, Uzbekistan, education Cooperation, contrast

Since the formal establishment of diplomatic relations between China and Uzbekistan in 1992, China and Uzbekistan have maintained close cooperation in the political, cultural and other fields, and the educational activities of the two countries have also achieved fruitful results. After the establishment of the strategic partnership between China and Ukraine, the pace of people to people and cultural cooperation between China and Ukraine has accelerated. Through relevant measures, the educational cooperation and exchanges between

China and Ukraine have been effectively promoted.

Cooperation between China and Uzbekistan in the field of Education Joint construction of education and scientific research center

During the construction of the two courses in Uzbekistan, the Chinese government gave great support in terms of teachers, teaching materials and teaching equipment. In terms of teachers, take the Confucius Institute of Tashkent national Oriental Insti-

tute as an example. According to statistics, China sends presidents and teachers every year. In addition, Shanghai University and Xinjiang Agricultural University have jointly built an education and scientific research center with Uzbekistan. The cooperation between China and Ukraine in the political, economic and trade, education and other fields has been deepened and developed. The center will serve as an important base for studying Uzbekistan and Central Asia, and carry out research and exchanges on Uzbekistan. In order to strengthen research on Uzbekistan and better promote exchanges and cooperation between China and Uzbekistan. According to incomplete statistics, in recent years, Chinese universities have successively established several Uzbekistan research centers. These research centers have played an important role in the cooperation and exchange between China and Uzbekistan, either in Uzbekistan, in Central Asian countries, or in international organizations including Uzbekistan.

Admission of international students

In order to support overseas students to study in China, the Chinese government has set up “Chinese Bridge” scholarships, Confucius Institute scholarships, new Sinology scholarships, international Chinese teachers scholarships, etc. to subsidize overseas students in different levels and categories. For example, the new Sinology scholarships include Sino foreign cooperative training for doctorates and studying for doctorates in China; The scholarships for international Chinese teachers include postgraduate students, undergraduate students, postgraduate students majoring in Chinese international education, and doctoral students majoring in Chinese international education. Among them, the postgraduate students include one-year postgraduate students, one semester postgraduate students, and four week postgraduate students. In 2020, 196 foreign student receiving institutions established international Chinese teacher scholarships in China. According to the relevant data and information of the international exchange and Cooperation Department of the Ministry of education, the number of countries and regions with 500 or more foreign students in

China has gradually increased. During this period, the number of international students from Uzbekistan did not reach 500 per year. In the case of comparison between the data of international students in China and Uzbekistan, the number of international students from Uzbekistan has increased rapidly under the background of education cooperation between the two countries.

Education comparison between China and Uzbekistan ***Teaching scale***

With the improvement of Uzbekistan’s education laws and regulations and the reform of the education system, important changes have taken place in Uzbekistan’s education policy, especially foreign language teaching policy. After the promulgation of the national talent training plan act, foreign language education was conducted in the “language education” section. Foreign language has not yet received its due attention as a special subject. In terms of class hours, full-time schools carry out universal education in grades 5 to 9, mainly focusing on English teaching. After students are promoted to grade 10, Students with further foreign language learning needs can choose a second foreign language in the elective courses. Uzbekistan has formally planned the foreign language course in general education as a separate subject, which also confirms the diversified development path of foreign language education. Besides English, German, French and Spanish, there are other languages such as Chinese, Arabic, Korean and Japanese. The adjustment of Uzbekistan’s educational policies, especially foreign language teaching policies, has made it possible for China and Uzbekistan to carry out exchanges and cooperation in Chinese language education. Moreover, the development of Chinese language education exchanges and cooperation between China and Uzbekistan is also closely related to the further development of Sino Uzbek diplomatic relations. The total number of Chinese language learners in Uzbekistan is constantly increasing, and the number of people receiving education is also gradually increasing.

Teachers

The teachers of the Confucius Institute are mainly composed of Uzbekistan local

teachers, Chinese national public teachers and Chinese teachers volunteers. Uzbekistan's local teachers include associate professors, lecturers, teaching assistants and other teachers, as well as young teachers and associate doctors. The educational cooperation activities between the two countries are carried out frequently. Every year, there are Chinese national public teachers, and every year, there are volunteer exchanges of Chinese teachers. Teacher training is not only an important link in the construction of teachers, but also an important guarantee to improve the quality of school education. The construction and improvement of teacher training system is a systematic project, which mainly includes three parts: training courses, management system and effect evaluation. The teacher training system is not static, but should be dynamically adjusted according to the needs of teachers, schools and society, so as to stimulate the willingness of teachers to participate in training and improve the training effect. To establish a teacher centered training system, it is necessary not only to formulate a training policy oriented to serving teachers and build a cross school learning and training platform, but also to establish a teacher training service network system, build a variety of teacher training forums, and establish a teacher learning and training community to better serve the needs of talent training and education development.

Courses and teaching materials

The Ministry of national education of Uzbekistan is responsible for the teaching of compulsory education. Compulsory education in public schools is completely free. The compulsory education period is shown as 11 years. Students have the right to transfer to secondary vocational schools after graduation from grade 9. Secondary vocational schools have a two-year system. National secondary vocational schools did not recruit students in the 2019–2020 academic year. This is because in the past two years, secondary vocational schools have adjusted their majors in order to meet the “international education standard classification” and start new teaching courses according to the needs of the employment market. However, they all belong to the Ministry of higher and secondary specialized education of Uzbekistan from

the academic year 2020–2021. In terms of education, Uzbekistan pays more attention to the talent training and market demand of vocational education, which is essentially the demand for “educational opportunities” and “educational products” of vocational education, mainly occurring in the “entrance” and “export” links of secondary vocational education. The demand of society for talents is diverse, which requires that the training of talents in secondary vocational education should match the diversified needs of society. When carrying out vocational education, it should “take root in the region and serve the region”, which requires that its development not only follow the laws of vocational education, but also consider the needs of regional economy and society, adjust the professional structure and training plan of vocational education according to the development of regional economy and society and the dynamic changes of industry, broaden the communication and connection channels between secondary vocational education and economic society, We will form diversified channels for “import and export” personnel training, build an “Overpass” between secondary vocational education and external demand, and realize the “coupling” development between personnel training of secondary vocational education and market demand.

The Ministry of higher and secondary specialized education of Uzbekistan has universities (undergraduate and master's degree) and secondary vocational schools. The long-term goal of Uzbekistan is to promote education modernization and support national modernization. In the reform stage, we will particularly encourage the development of market-oriented private primary schools and secondary schools. Private schools and training institutions in the service industry are relatively more valuable for investment, and the teaching quality is quite high. The three-year secondary vocational education is an important part of Uzbekistan's continuing education system. The country's education law stipulates that secondary vocational education is organized by two educational institutions, namely academic colleges and vocational colleges, both of which provide free three-year secondary vocational education. The secondary vocational education

center reports to the Ministry of higher education and secondary vocational education and is responsible for coordinating work and providing methodological support. In academic colleges, students can choose the fields of study (HUMANITIES, science and technology, land) to improve their knowledge level and learn the skills required for further education in higher education institutions. Vocational colleges should ensure the in-depth development of students' professional talents, abilities and skills. Graduates of vocational colleges can also apply to higher education institutions to continue to receive higher education. Vocational colleges provide the academic knowledge needed to enter higher education institutions, organize vocational training related to employment, and provide opportunities for teenagers and adults to learn and master life skills. In recent years, education cooperation activities between China and Uzbekistan have been actively carried out. Most of the activities are actively applying for project approval, and teachers are organized to compile textbooks

for relevant courses. Some textbooks have been compiled and published. In addition, the State supports the corresponding publication of Uzbek and Chinese Uzbek bilingual reference materials in Chinese textbooks.

Concluding remarks

With the adjustment of Uzbekistan's education policy and the further close diplomatic relations between China and Uzbekistan, the cooperation and exchanges between China and Uzbekistan in the fields of offering education courses, cooperation related majors, building Confucius Institutes and sending overseas students have greatly promoted the exchanges and cooperation between the two sides in the field of Chinese Language Education. At the same time, there are still some difficulties and problems in the exchange and cooperation in the field of Chinese language education, such as policy adjustment, financial support, teacher selection, textbook preparation, and Confucius Institute construction, which need to be analyzed in depth.

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© Zhao Rong
Contact: 3068916499@qq.com

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