

RESPONSIBILITY OF ARISING OF VIOLATION OF TRADE SECRETS

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Abstract

A trade secret is confidential, commercially valuable information that provides a company with a competitive advantage. In this regard trade secrets are crucial which are depended on not only competition law but also industrial property. To succeed in the global marketplace, for most of firms depend upon their trade secrets, which increasingly are becoming their most valuable intangible assets. Since trade secrets are vital information that a businessman or businesswoman might overcome other competitors. However essence of trade secrets causes its inefficient legal protection. We discuss in this paper responsibility of arising of violation of trade secrets in no contractual relationships.

Keywords: trade secrets, responsibility, non-contractual relationships.

Introduction

This Study investigates the legal and economic structure of trade secrets protection in the world. The final recommendations advocate for legislative initiative on trade secrets protection in some part of world and highlight the areas where intervention would be most beneficial in terms of balanced economic growth and competitiveness for the Internal Market. While it has been said that an “exact definition of a trade secret is not possible”¹, a trade secret generally consists of confidential, commercially valuable information². One U.S. federal court has described trade secrets as follows:

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¹ Restatement (First) of Torts 757, comment b (1939).

² Uniform Trade Secrets Act 1(4), Two fundamental concepts under the Uniform Trade Secrets Act: 1) Trade Secret derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. 2) Trade Secret is the subject of efforts that are reasonable under the circumstances to maintain its secrecy,

A trade secret is really just a piece of information (such as a customer list, or a method of production, or a secret formula for a soft drink) that the holder tries to keep secret by executing confidentiality agreements with employees and others and by hiding the information from outsiders by means of fences, safes, encryption, and other means of concealment, so that the only way the secret can be unmasked is by a breach of contract or a tort³. Whether information qualifies as a “trade secret” under federal or state law is a question of fact that may be determined by a jury⁴. A jury may consider several factors in assessing whether certain material is a trade secret, including (the extent to which the information is known outside of the company; the extent to which it is known by employees and others involved in the company; the extent of measures taken by the company to guard the secrecy of the information; the value of the information to the company and to its competitors; the amount of effort or money expended by the company in developing the information; and the ease or difficulty with which the information could be properly acquired or duplicated by others⁵).

Trade Secrets

1. Definitions of Trade Secrets

As of January 2014, the Uniform Trade Secrets Act (“UTSA”) has been enacted, in one form or another, by 48 states and the District of Columbia, Puerto Rico and the U.S. Virgin Islands⁶.

The UTSA was completed by the Uniform Law Commissioners in 1979, and amended in 1985. The UTSA defines a trade secret as: information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

http://www.uniformlaws.org/shared/docs/trade%20secrets/utsa_final_85.pdf.

³ *Con Fold Pac. v. Polaris Indus.*, 433 F.3d 952, 959 (7th Cir. 2006) (citations omitted), <http://www.lexology.com/library/detail.aspx?g=953e92fc-482d-49b3-a3b3-4eb16dc1d7ef>.

⁴ View a sample of this title using the Read. Now feature, The Most Cited Authority in Trade Secret Cases. Milgrim on Trade Secrets is the most frequently cited treatise in trade secrets law. Written by two recognized experts with practical experience in all aspects of trade secrets protection and litigation, it is cited as “the authority” in over 200 trade secret cases, including 11 state and federal cases in the past two years alone. See more at: <http://www.lexisnexis.com>.

⁵ Restatement (First) of Torts 757, comment b (1939).

⁶ <http://www.uniformlaws.org/LegislativeFactSheet.aspx?title=Trade%20Secrets%20Act>.

- (i) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and
- (ii) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

In legal term, responsibility is accountability for actions which is assigned to a person. In addition is categorized to civil and criminal responsibility. Civil responsibility has two components of contractual responsibility and non-contractual. Contractual responsibility obligation to compensate for losses incurred as a result of non-performance of the contract .In this article will be discussed responsibility of arising from disclosing secrets among the commercial rights holder and violator that there is any contracts. All of information which has potential and actual economic value and will be accessed illegally is called trade secrets. It is called information unclosed too, moreover it is unknown for people generally and that is vital for supporting the development of new ideas. Definition of trade secrets consists of information, independent economic value, Anonymity, unavailability. In addition trade secrets owner should perform reasonable activities for maintaining privacy and secrecy of data and information. Any information that has economic value or potential value because they are competitive is unknown. And easily accessible except through illegal and legal owner is not taking proper measures to protect the confidentiality of trade secrets. Trade secret is information which information is not disclosed and it is used to support new ideas which have fundamental importance as well as it is not known for publicity. A trade secret is any formula, pattern; device used to collect information on the business that you are almost independent economic value and to gain an advantage among those who are not aware of it or it is not exploited.⁷

2. The Basic Principles of Trade Secrets

- (i) Restatement of Torts

A trade secret may consist of any formula, pattern, device or compilation of information which is used in one's business, and which gives him an opportunity to obtain an advantage over competitors who do not know or use it. It may be a formula for a

⁷ Abbasi, Solmaz. Mehdi Pour Ghazvini, Parasto, Trade secrets and how to support them/Available at: www.ceit.aut.ac.ir.

chemical compound, a process of manufacturing, treating or preserving materials, a pattern for a machine or other device, or a list of customers. It differs from other secret information in a business in that it is not simply information as to single or ephemeral events in the conduct of the business, as, for example, the amount or other terms of a secret bid for a contract or the salary of certain employees, or the security investments made or contemplated, or the date fixed for the announcement of a new policy or for bringing out a new model or the like. A trade secret is a process or device for continuous use in the operation of the business. Generally it relates to the production of goods, as, for example, a machine or formula for the production of an article. It may, however, relate to the sale of goods or to other operations in the business, such as a code for determining discounts, rebates or other concessions in a price list or catalogue, or a list of specialized customers, or a method of bookkeeping or other office management⁸.

(ii) Restatement of Unfair Competition

A trade secret is any information that can be used in the operation of a business or other enterprise and that is sufficiently valuable and secret to afford an actual or potential economic advantage over others⁹.

(iii) What types of Information can be a Trade Secret

Trade secrets can be formulas, processes, methods and techniques (know-how), machines, products; plans designs, patterns, customer lists, and business information can be a trade secret. The following are examples of information that have been found to be a trade secret¹⁰:

- The formula for the soft drink Coca-Cola
- A formula for hair conditioner
- A process for manufacturing a vaccine
- A process for manufacturing synthetic diamonds

⁸ Restatement (First) of Torts 757 (1939), Milgrim on Trade Secrets.

⁹ Restatement (Third) of Unfair Competition 39 (1995), the Restatement of Unfair Competition.

¹⁰ Trade Secrets – The Basic Principles and Issues, ABA Litigation Section “Core Knowledge” Project, November 2014, Ronald T. Coleman, Jr. – Parker, Hudson, Rainer & Dobbs, LLP, Angie M. Hankins – Stroock Stroock & Lavan, LLP, Linda K. Stevens – Schiff Hardin LLP, <http://www.uniformlaws.org/LegislativeFactSheet.aspx?title=Trade%20Secrets%20Act>.

- Know-how such as operating procedures, training manuals and process standards for using equipment to make adhesive resin sheeting

3. Information Undisclosed

Trade secrets' examples are enormous, and then it is so difficult to count them. However they could be mentioned as scientific and technical, commercial, financial, systematic, computerized information. Despite of other kinds of intellectual ownership, trade secrets have not specific time duration. For example copyright law has 17-37 years for supporting in a lot of countries and trade secrets are sustained until they have relevant competencies and condition. Laws and juridical procedures emphasize on protection of crucial data always, although somebody believe it will lead to censorship and will ban free information flow. Consequently it will cause prevention of the principle of free competition. Rules and precedents, always insist on protecting valuable data are, however, some believe that the protection of trade secrets should be limited; because, it is a huge obstacle to reach free information flow. In addition,

Unacceptable threats imposed on the possible displacement of employees and unfavorable effect on improving innovation and finally disrupt free principle flow. These comments in no way, is not acceptable and justified based on the analysis of trade secret protection, basic strategies of moral rules known and encourage innovation, and prevent unfair competition and "Business Ethics" commercial transaction that the right people on their territory.

Article 39 of TRIPS agreement defines “undisclosed information” as information that¹¹

1. “Is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question;
2. Has commercial value because it is secret; and
3. Has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret¹²”.

¹¹ See more Protection of Trade Secrets: Overview of Current Law and Legislation, Brian T. Yeh, Legislative Attorney, April 22, 2016 & Congressional Research Service, www.crs.gov.

(A) Techniques of Protection of Trade Secrets

Although owner of trade secrets has important role for protecting them, but the following techniques are mentioned:

(i) Physical and Reasonable Security

To archive properly and information inaccessibility could help company trade secrets protection. For example Coca-Cola formulas are maintained in Atlanta Bank which is accessible by just two people at the same time. Therefore, formula of the drink have not disclosed after so many years. Hopefully this kind of support is very strong, exceptional and rarely need to find¹³. Although, reasonable efforts to maintain the confidentiality of trade secrets of the type carried out and it is need to keep this secret arming of the company.

(ii) Non-Disclosure Contract

By the non-disclosure agreement, parties agree to keep secret information and refrain from disclosing them. Hence, if a person breach the contract, other side could complain him/her to the court and request him/her damages. A lot of kinds of trade secrets could be protected by Non-disclosure contract, especially in web and computer companies. These contracts could be established verbal or written. Moreover written contracts are used more, because proof of disclosure verbal secrets is so difficult. The best way to maintain the secrets is non-disclosure them. Under the agreement, the parties undertake not to disclose secret information to maintain and disclose them. Therefore, If Individual contract own to violate the party Violation Contract and the disclosure most of secrets on beware as well damages incoming on own of the court Demand Slow¹⁴.

However, in the case of employees who are required to maintain the confidentiality of any company's trade their employer, the conclusion of such an agreement is not always necessary. Different types of trade secrets to conclude this agreement can be supported by the contract. Use non-disclosure agreement, at the corporate level, especially Internet companies and the computer used. Therefore, the only people, who have a secret relationship,

¹² TRIPS Agreement, art. 39, para. 1, available at http://www.wto.org/english/docs_e/legal_e/27-trips_04d_e.htm#7.

¹³ Rezaei Far, Mehdi, Legal protection of trade secrets electronic/ www.rezaeefar.ir.

¹⁴ Najafi, Tavana, Amin, Ali, (1928), Criminal law protection of trade secrets in Iran and America federal law, law Islamic publication, Vol.3(2).

are legally required to keep the information secret. In terms of the contract in accordance with the principle of freedom of contract is recognized that the nature and the conclusion of contracts and how they are governed. Concluded that, as proof of an oral agreement, especially in the case of the need to prove the confidentiality of information, problem Violation of trade secrets in relationships outside the contract.

Non-contractual responsibility or outside of contract will be existed when two person have not any agreement and one of them will damage other person. The assumption that the person does not have a contract with each other and one of them intentionally harms or offense to other, non-contractual liability or out of the contract is fulfilled. It is said that the responsibility for enforcement, liability arising from breach of duty is primarily prescribed by law. Such a breach of duty to the people as a whole, and that the proceedings to claim damages calendar has not been compensated. The first non-contractual liability and describe the elements of a violation of trade secrets and non-contractual relationships under scrutiny placed¹⁵.

(iii) Non-Contractual¹⁶ Responsibility and its Foundations

There is a non-contractual obligation where a person who is responsible for loss sustained by another person is required to compensate the victim, in cases not linked to the performance of a contract, such as traffic accidents, environmental damage or defamation. Nowadays, civil responsibility term is used absolutely, and its special meaning is used in non-contractual issues. This responsibility is performed in various countries by different titles. For example in common law systems Tort law or tortious liability are used and in Islamic law tortious liability is applied. Today, if the term is applied to civil liability or otherwise absolute sense if we specifically mention it; we must search for its non-contractual.

(iv) Destructive Action

Damaging agent that is responsible for the compensation to other harmful acts attributed to him. If the agent is responsible for his own actions and harmful act is an act done without legal person. Article 1 of the law of civil liability is to be included is the person responsible for damage. Whoever intentionally or as a result of recklessness without legal authorization to life or health or property or freedom or dignity or business reputation or to any

¹⁵ Amini Far, Rahmat Allah, Civil liability, Legal Collection, Vol. 4(16).

¹⁶ http://ec.europa.eu/justice/glossary/non-contractual-obligations_en.htm.

other rights established by law can damage materially and mortally¹⁷.

(v) Cause Damage

In Iran civil law, there is no material loss or damage as a main pillar of the famous civil liability not included; however: In cases such as the 221 and the 226 and 223 words is used damage and the definition of the term as no mention of damage and silence of the law in this regard because it is evident. Furthermore, in Articles 1 and 2 of the law of civil liability to the disadvantage mentioned. Loss should be ascertained from It can be seen that the loss of his compensation claim agent must be proven. Because according to the principle of risk cannot be based on who is responsible for knowing and therefore compensable loss of one of these the loss is ascertained. What is worthy of reflection is essential that yet, and later of the tragedy that happened. In this connection, some believe that the need to offset future losses on contracts is the responsibility of the coercive, some also come with a separation between losses and probable losses, loss of the first kind, and they are compensated for losses that are probable future losses are realized or not, are not compensable. Causality relation between the harmful act and the cause damage.

To fulfill the responsibility to verify the existence of causality between harmless and harmful act is caused by the loss of the verb and the result is a loss of the verb. The incident led to the incident should be considered essential conditions for the realization of the loss is not proven that no loss¹⁸.

There is also mentioned in Article 331 of the indirect relationship is emphasized. The latter part of Article 1 shows the law of civil liability of the person responsible for the loss due to the practice. The first part of Article 2 of the Act that the injury suffered if the action causes damage to the material or spiritual responsibility and suggest the need for causality relation between the injury suffered and the loss.

(vi) Fault

Fault civil liability is one of the fundamental principles and rights at least as one of the major responsibilities of the counts. According to this article if the person intentionally or imprudence resulting in damage to another will be responsible for

¹⁷ <http://www.thefreedictionary.com/destructive>.

¹⁸ Ghasemzadeh, Morteza, (1342), principle of civil liability, Mizan Publication, Vol. 4.

compensation and without committing responsibility for one's fault. The fault detection must conduct a reasonable and prudent person would consider reasonable and comply with the norms of human behavior is a prerequisite caution.

(vii) Inevitable Disclosure

Units costs a lot of research and training of human resources in order to achieve valuable information as well as consumed large amounts of their trade secrets that will inevitably be placed at the disposal of employees. May persist after training or the separation of the company and are willing to join the competition. If there is a non-competition agreement, will be in accordance with the provisions of the Treaty, but in the absence of such an agreement, in principle employee can be entered in competitive activities. The employee may have a new position, a position that its disclosure or use of trade secrets is unavoidable. It is known that the inevitable disclosure¹⁹. Skeptics have commented on the issue of freedom of movement of employees and argue that economic growth is largely dependent on competition.

One of the important factors that provide competitive field is displacement specialist employees. Moreover, applying the theory of economic grows opportunities for new companies looking to do more business opportunities, using the expertise and innovation²⁰.

4. Third Party Liability

The third person in ways other than direct contact with the owner of a trade secret and regardless of whether or not aware of the confidentiality of information. For example, the new employer that the employee's former owner of a trade secret, the information to be aware of, or the exchange of personal information to persons other than the owner of the trade secret has been studied, are a third party. The person who has nothing to do with the holder of the secret illegally attained and those who happened to have received information from a third party are considered. Party may resort to illegal means, such as theft or economic espionage, secrets and is appropriate in this case is criminal liability. For example, if a computer program without stipulating the confidentiality of the information it is happened to see in your email; while, Recognizes the value of information, will be

¹⁹ Shahidi, Mehdi, (1943), Works contracts and commitments, scientific and cultural splendor Press Association, Tehran, Vol 1.

²⁰ Alsan, Mostafa, Trade secret rights in the age of information technology, Justice Legal publication. Vol.11.

committed to secrecy. The third obligation of secrecy, in such a situation is rules of fairness. Furthermore, commitment to impartial, third party, circumstances that he knew that they had received a trade secret and subject to nondisclosure and confidentiality returns. Iran's rights cannot be vague notion of fairness to the task and the obligation and responsibility to speak to the third violation of a person's behavior in such a situation common. Noting that in some cases, third parties can be prohibited from using or disclosing the information is not public yet. Send to e-mail you information widely among different parties, releases, and public awareness about the secrets he has not proven very difficult. The assumed lack of knowledge of the trade secret; the third party is made aware of the mistake of trade secrets. As an example, he was sent to the wrong fax number, or recklessness of others to acquire information. For example, one of the servants of the owner of a trade secret, in speaking of her indiscretion, he revealed the secret without reference to its secrecy, while the third is not aware of data latency however, not make a commitment to uncover the secrets of his and if, such person shall not be found liable. But if party in any way, such notice will inform the holder of the secrets of the confidentiality of information, other information or expose them to make. Another issue that should be mentioned in this connection, that the third condition²¹.

Considers trade secret information, but imagine achieved through the legal right to use them. Question whether it is possible to prevent the use of such personal? Certainly, her commitment to the remains, but courts generally acts with the intent that such person. And in most cases, major investments secrets, legitimate to assume that they have permission to use court orders, due to the ban on the use of trade secrets, because major damage to a third party would be inconsistent with the goodwill they had to buy Ari continued exploitation of secrets considered permissible²². At this time, the owner of the trade secret rights, pay the buyer the faith. The intention of the owner is essential. In the framework of law, it is clear that the judge would not have, because such purchases, however, is considered a usurper.

²¹ Sadeghi, (1342), Comparative study to determine the competent authority to deal with lawsuits violation of trade secrets in the digital space, Quarterly Journal of Commerce, Vol. 11.

²² Eghbali Derakhshan, Mohammad Hanifeh, (1940), intellectual ownership and its position in law, Kanoon magazine, Elias, Stephan, "Trade Secrets Law, An Overview", 1998: aa: [www.Marketingtnday.rnm.legal/trade secrets/html](http://www.Marketingtnday.rnm.legal/trade%20secrets/html).

5. Trade Secret Litigation

Holder before pleading to the type of information, that is at risk of abuse or evaluation. The most effective and the most serious possible and likely will be necessary to resort to the rules of criminal protection. Similarly Status, when confidential information will be placed in the holder's main competitors; he will be deeply unsatisfactory business performance. Usually prove undue appropriation of trade secrets specific complications associated with and in addition to being costly, the result is somewhat in contrast to other cases, hence, trade secret owners are less likely to be filed, unless the damage. Damage is enormous. Proving undue appropriation of trade secrets, less by direct evidence, it is possible and often demanding²³. Evidence to convince the court to verify the claim and, eventually, the judge is to assess. The arguments of the parties and witnesses, in particular, in this regard, decide. Against its former employee, the employer will send a clear message to those who sought to recruit specialists who sent him in the pursuit of their rights in violation of the fiduciary obligations and restrictive agreements, is determined. On the other hand, the employer appealed to the public's image will be negatively affected. It may be unpleasant impression to create a staff that includes trade secrets, intend to exploit and then drop them without the personal expertise in competition law, it is not value. Good public relations can partially offset the impression. Holder should be clearly stated that the pleading to support trade secrets nor taken any other purpose, such as to deprive employees of the neck or competitive advantage. Another important issue rose during court proceedings, to maintain the confidentiality of trade secrets; while addressing the controversy, because litigation is likely aware of competitors, consumers and the general public of confidential information Increases, and hence, prior estimates necessary measures to keep information secret, during the hearing. The demand for health care issue, a means of maintaining the confidentiality of trade secrets, secrets that the holder of the submission of evidence and documents relating to these data, because it will preserve²⁴.

There is a possibility that the other party other individuals who are somehow involved in the investigation. The holder can obtain information about trade secrets. Privacy protection is not enough,

²³ Rahbari, Ebrahim, Trade secret rights, Samt Publication, Vol. 1.

²⁴ Badini, Hassan, (1945), Philosophy of civil liability, Sahami Publication, Vol. 1.

especially when in the court documents, references to information is confidential, in which case, the holder is required to demand that if the court documents sealed and access to documents only possible with the permission of the court will be affirmed²⁵.

6. Breach of Contract

One of the ways to protect trade secrets is using a more accurate interpretation of provisions of contracts or restrictive. The contract is violated by ignoring the terms of the rights holder, the action due to violations. The first requirement of proof on open contracts thus proving the existence and validity of contracts restrictive, rent, license, share, and so on. Although the basic principle, the validity of the contract and the beneficiary of the contract but sometimes it does not need to prove the validity of this principle is reversed. The next requirement is to prove a breach of contractual obligations²⁶.

The condition is caused by damage to only want to show that the contract has not been Meta attained. For example, if a non-compete contract, employee commitment, but it does not become competitors for a certain time. This is the only other significant proof enough that if you want to be able to join the competition in dispute. Based on civil liability, the court is convinced that the misappropriation of trade secrets, cannot lead to claims based on violations. The proposed contract, so that civil liability litigation, except in special cases, it is a tacit acknowledgment of the lack of leadership, Ibrahim, the restrictive agreements on the protection of trade secrets law study in America, England, the contractual relationship. The rights of the holder of a trade secret if he wants to cause litigious proceedings should valid contract and breach of contractual obligations resulting damage is not proven²⁷.

Conclusion and Discussion

The available legal protection for trade secrets (undisclosed information) is in a broad initial sample of countries. Drawing on national and international material, the chapter develops and presents an indicator of the stringency of protection of trade secrets (the Trade Secrets Protection Index) and provides an assessment of variation in the available protection. The result is a

²⁵ Rahbari, Ebrahim, (1944), The role of restrictive agreements on the protection of trade secrets law study in America, England, France, Law research magazine.

²⁶ Katozian, Naser, (1945), Civil Rights, Requiring out-of-contract, Enforcement liability, Tehran Universit publication, Vol. 1.

²⁷ Emami, Hassan,(1040), civil law, Tehran University magazine, Tehran, Vol. 1.

finding that while the sample countries have some similarities, notably with respect to definition and scope of trade secrets, they have much more substantial dissimilarity with respect to implementation of protection for trade secrets. For example, differences are particularly pronounced in evidence gathering and discovery, protection of trade secrets during litigation, technology transfer requirements and the effectiveness of legal systems with respect to enforcement. This diversity is reflected in the wide range of scores in the Trade Secrets Protection Index. Such variation in the stringency of protection for trade secrets may influence firm-level decision-making and may have implications for some aspects of economic performance (in particular, in relation to innovation).

Support law of intellectual ownership is one of the most important of today's community. Scope and amount of support from wide application of investors, technology developers and the employees, consumers, following generation may provide benefits like innovation and achieve today's generation. Principle of protecting trade secret; despite all the arguments and the measures taken to limit the main survive. Definitely, world trade cannot be successful without protecting of secrets. Our current needs in the context of commercial transactions and consequently in terms of trade secret law, competition law, which limits the speed of the prediction rules explain these contracts. It is obvious that just look at the subject of the contract; due to the complexity of the issue of commercial competition cannot be achieved²⁸. Although the owner of the secrets of the trade secret protection plays a major role, because the owner of the trade secret has exploited his thought, and support the operation of the secret bonus.

References

1. Abbasi, Solmaz. Mehdi Pour Ghazvini, Parasto, Trade secrets and how to support them/Available at: www.ceit.aut.ac.ir
2. Alsan, Mostafa, Trade secret rights in the age of information technolog, Justice Legal publication. Vol.11
3. Amini Far, Rahmat allah, Civil liability, Legal Collection, Vol. 4(16)
4. Badini, Hassan, (1945), Philosophy of civil liability, Sahami Publication, Vol. 1

²⁸ Shahidi, Mehdi, (1943), Criminal law protection of trade secrets in Iran and America federal law, Publications Scientific and Cultural Council again, Tehran, Vol. 1.

5. Eghbali Derakhshan, Mohammad Hanifeh, (1940), intellectual ownership and its position in law, Kanoon magazine
6. Elias, Stephan, "Trade Secrets Law, An Overview", 1998: aa: www.Marketngtnday.rnmlegal/tradesecrets/html
7. Emami, Hassan,(1040), civil law, Tehran University magazine, Tehran, Vol. 1
8. Ghasemzadeh, Morteza, (1342), principle of civial liability, Mizan Publication, Vol 4
9. Katozian, Naser, (1945), Civil Rights, Requiring out-of-contract, Enforcement liability, Tehran Universit publication, Vol. 1
10. Najafi, Tavana, Amin, Ali, (1928), Criminal law protection of trade secrets in Iran and America federal law, law Islamic publication, Vol.3(2)
11. Rahbari, Ebrahim, Trade secret rights, Samt Publication, Vol 1
12. Rahbari, Ebrahim, (1944), The role of restrictive agreements on the protection of trade secrets law study in America, England, France, Law research magazine
13. Rezaei Far, Mehdi, Legal protection of trade secrets electronic/ www.rezaeefar.ir
14. Sadeghi, (1342), Comparative study to determine the competent authority to deal with lawsuits violation of trade secrets in the digital space, Quarterly Journal of Commerce, Vol. 11
15. Shahidi, Mehdi, (1943), Works contracts and commitments, scientific and cultural splendor Press Association, Tehran,Vol 1
16. Shahidi, Mehdi, (1943), Criminal law protection of trade secrets in Iran and America federal law, Publications Scientific and Cultural Council again, Tehran, Vol. 1