

Milan Mitić, PhD student

*Faculty of Law for Commerce and Judiciary in Novi Sad University Business Academy in
Novi Sad, Attorney at Law at Stankovic & Partners Law Office Niš
e-mail address: milan.mitic@stankovicandpartners.com
Contact telephone: 064 24 11 905.*

ARTIFICIAL INTELLIGENCE IN UNCITRAL MODEL LAW ON AUTOMATED CONTRACTING

Abstract:

With the development of information technologies, trade has moved from traditional fields to a virtual environment. Today, artificial intelligence-based software and systems whose function is the automation of contractual relations are widespread. The preparation of the contract model, the negotiation phase, the submission of the offer and its acceptance, the conclusion of the contract, changes to the concluded contract, its execution and termination can take place today without the participation of people or with their minimal participation. Contracts are created and executed between humans and AI systems, but also between two or more AI systems automatically and/or autonomously. Not only humans but also machines enter into contractual relations with or without human control and intervention. In the era of artificial intelligence, UNCITRAL, through the solutions given in the UN Convention on the Use of Electronic Communications in International Contracts and the Model Law on Automatic Contracting, is trying to respond to the challenges that this technology brings to private-law contractual relations and contract law. UNCITRAL's working group IV on electronic commerce created technologically neutral legal rules that recognize the legal force of contracts concluded in this way. The subject of this paper is the analysis of UNCITRAL's Model Law on Automated Contracting, using the normative and comparative law method, with the aim of presenting a brief history of its creation, showing its structure, the principles on which it rests and the norms it contains. The norms were then discussed in the light of the Law on Artificial Intelligence of the European Union and the conditions it sets for the use of artificial intelligence, all for the sake of a more complete and comprehensive understanding of the regulatory framework that is emerging and exists in the sphere of contracting automatization, as well as pointing out the gaps that are more difficult to fill in the application of artificial intelligence in this area.

Keywords: *Automated Contracting, Artificial Intelligence, UNCITRAL, Model Law,*

INTRODUCTION

The United Nations Commission for International Trade Law - UNCITRAL contributed to the development of international trade relations through the creation of legal rules that regulate those relations. Through its normative activity by creating texts of conventions, model laws, recommendations, rules and instructions, UNCITRAL significantly influenced the unification of private legal rules of international trade law.

With the development of information technologies, trade has moved from traditional fields to a virtual environment. UNCITRAL's working group IV for electronic commerce, as a response to this trend in the 1980s, started work on the creation of legal rules that could regulate commerce in the electronic space as well as commerce that takes place through information technologies. This is how the Recommendation to governments and international organizations on the legal validity of computer records was created. After these recommendations in the field of electronic commerce, the Model Law on Electronic Commerce, the Model Law on Electronic Signature, the Model Law on Electronic Transfer of Records, the Model Law on the Use and Cross-Border Recognition of Identity Management Services and Trust Services, the Model Law on Automated Contracting and the UN Convention on the Use of Electronic Communications in International Contracts were created.

In the era of artificial intelligence, UNCITRAL, through the solutions given in the UN Convention on the Use of Electronic Communications in International Contracts and the Model Law on Automated Contracting, is trying to respond to the challenges that this technology brings to private-law contractual relations. Today, artificial intelligence-based software and systems whose function is the automation of contractual relations are widespread. The preparation of the contract model, the negotiation phase, the submission of the offer and its acceptance, the conclusion of the contract, changes to the concluded contract, its execution and termination can take place today without the participation of people or with their minimal participation. Contracts are created and executed between humans and AI systems, but also between two or more AI systems automatically and autonomously. The subject of this paper is the analysis of UNCITRAL's Model Law on Automated Contracting, using the normative and comparative law method, with the aim of presenting a brief history of its creation, showing its structure, the principles on which it rests and the norms it contains. The norms were then considered in the light of the "Artificial Intelligence Law" of the European Union (P9_TA(2024)0138) and the conditions it sets for the use of artificial intelligence, all for the sake of a more complete and comprehensive understanding of the regulatory framework that arises and exists in the sphere of contracting automation, as well as pointing out the gaps that are more difficult to fill in the application of artificial intelligence in this area.

EMERGENCE OF MODEL LAW ON AUTOMATED CONTRACTING

The work of UNCITRAL on regulating the use of information technologies in international trade and for international trade is quite long. It started in the second half of the eighties of the last century, but intensified after 2000, when the expansion of the Internet, computers and other technologies began, which simplified, accelerated and reduced the costs of international trade relations. Automation has long been viewed as a tool to improve trade through its potential to reduce transaction costs, increase efficiency and create economic benefits in various trade activities¹. The accelerated development of artificial intelligence and systems based on it has made it possible for traditional institutes such as the declaration of the will of subjects in law, conclusion of contracts, fulfillment - implementation of contracts from the sphere of subjects of international private-legal - trade relations to be transferred to the "jurisdiction" of artificial intelligence or as it is often called virtual agents in the works².

1 Uncitral model law on automated contracting with guide to enactment, str. 5, e-ISBN 978-92-1-154264-6, 2024

2 In the following text, the term artificial intelligence will be used to include both the concept of artificial intelligence and the concept of an artificial intelligence system as given in the Law on Artificial Intelligence

UNCITRAL's work on the analysis of the impact of artificial intelligence on international trade and on international trade agreements began in 2018 when, at the fifty-first session, the need to deepen discussions on the use of modern technologies in international trade was highlighted, as well as that working group IV had already compiled a list of legal topics related to the use of modern technologies³. Wendehorst considers contracts to be the legal blood stream of the digital economy, pointing in particular to the fact of their increasing automation in terms of negotiation, conclusion and execution through advanced artificial intelligence⁴. It should be borne in mind that UNCITRAL stated in several documents that the introduction of new technologies, including artificial intelligence for automated contracting, can create obstacles in the digital economy⁵. However, R.E. Puhek believes that while natural intelligence serves life, artificial intelligence helps the former serve life better, in which sense it can be said that artificial intelligence will help the development of trade relations and create economic improvement for humanity⁶.

In 2020, UNCITRAL created a legal taxonomy related to the application of artificial intelligence in the digital economy, entitled Legal issues for the digital economy - artificial intelligence.

In 2022, Working Group IV (Electronic Commerce) at the fifty-fifth session of UNCITRAL, held in New York from June 27 to July 15, was given a mandate to, in the first phase, prepare a proposal for provisions that will refer to automated contracting, while later, in the second phase, it would work on changes to those provisions in order to harmonize them with the needs of international trade.

In 2023, proposals were made for the provisions of the future model law, which partially regulated the field of automated contracting. The work continued with the aim of supplementing the text of the model law with provisions that will regulate liability, as well as provisions that would regulate the issue of who belongs to the results of the operation of artificial intelligence during the automated conclusion of contracts.

At the 57th session of the UNCITRAL Commission, held from June 24 to July 12 in New York, the Model Law on Automated Contracting (abbreviated: MLAC) was adopted, which fulfilled one of the initially set tasks of Working Group IV, while further work continues on the regulation of the issue related to contracts on the transfer of data.

of the European Union (P9_TA(2024)0138).

3 Official Records of the General Assembly, Seventy-third Session, Supplement No. 17 (A/73/17), para. 253 (b).

4 Wendehorst, C. (2024). Discussion Draft: Principles for AI in Contracting (Version 2.1). **Journal of European Consumer and Market Law**, 13(1), 43-60. <https://kluwerlawonline.com/journalarticle/Journal+of+European+Consumer+and+Market+Law/13.1/EuCML2024007>

5 Official Records of the General Assembly, Seventy-ninth Session, Supplement No. 17 (A/79/17), para. 239v Note submitted by Czechia on legal aspects of smart contracts and artificial intelligence A/CN.9/960 from 30.05.2018. page 2. See also: Uncitral model law on automated contracting with guide to enactment, str. X, e-ISBN 978-92-1-154264-6, 2024

6 Puhek, R.E. (2025). Artificial intelligence & Common Sense. *Open Journal of Political Science*, 15, 94-103., <http://doi.org/10.4236/ojps.2025.151007>

STRUCTURE AND PRINCIPLES OF MODEL LAW

The model law on automated contracting does not have a binding effect, but represents a model - a recommendation or guideline to states and other international actors on how they can regulate mutual relations when using artificial intelligence and other automation systems for the purpose of negotiation, conclusion of contracts and their execution. It consists of ten articles that regulate: 1) Definitions, 2) Field of application, 3) Interpretation, 4) Technological neutrality, 5) Legal recognition of automated contracting, 6) Legal recognition of contracting in computer code and the use of dynamic information in automated contracting, 7) Attribution of actions performed by an automated system, 8) Unexpected actions performed by an automated system, 9) Requirements related to information and 10) Non-avoidance. From the content, the conclusion follows that it does not regulate the subject area comprehensively but partially, leaving room for the application of existing legal rules to those issues that are not expressly regulated by it. Traditional legal rules, principles and principles of contract law are directly applied to all relationships that are not specifically regulated by the model law.

The model law rests on the principle of party autonomy, the principle of technological neutrality and the principle of non-discrimination. The principle of autonomy of the parties is reflected in the freedom of the contracting parties to choose the way in which they will negotiate, draw up the contract, conclude the contract, i.e. change or execute it, as well as whether they will use an automated system for this or not. The parties to the contract are also free to choose the type of automated system they will use and thus can choose deterministic or non-deterministic systems, systems based on artificial intelligence or preprogrammed software. The principles of technological neutrality and non-discrimination are closely related and can be viewed together in the context of the model law. The model law does not discriminate against automated systems regardless of whether they are based on artificial intelligence or not, i.e. it does not differentiate on what technology they are based on. It also does not discriminate between traditional contracts and contracts concluded through automated systems. Contracts or actions that occur during the life cycle of the contract will not be treated less favorably simply because they arose or are a consequence of the operation of the automated system⁷. On the other hand, technological neutrality is reflected in the fact that the model law does not refer to any specific technology, but gives an equal chance to any technology used for the automated conclusion of contracts. According to Article 4, no provision of the model law requires the use of an automated system or a specific method in an automated system for the creation or execution of a contract⁸. Koops states that technological neutrality when drafting legal rules must include the principle of non-discrimination of one technology in relation to another, that the regulation must not hinder the development of technologies and that it must be sustainable, that is, it can be applied over a long period of time regardless of the constant evolution of technology⁹. The model law thus applies to automated systems that are based on artificial intelligence, predictive or not, with a greater or lesser degree of autonomy, but also to any other systems and technologies for contracting automation. Thus, the same can be applied to software systems that use mathematical models to make decisions about undertaking a transaction, which systems are pre-programmed and that follow given instructions and facts that occur

7 Uncitral model law on automated contracting with guide to enactment, str. 9, e-ISBN 978-92-1-154264-6, 2024

8 Uncitral model law on automated contracting Article 4

9 Koops, B.J., (2006) Should ICT Regulation Be Technology-Neutral? Information Technology & Law Series, 9, pp. 77-108. DOI: https://doi.org/10.1007/978-90-6704-665-7_4

during the exchange of messages and undertake defined activities¹⁰. When certain issues are not regulated by the model law, these principles must be applied¹¹.

CONTENTS OF THE MODEL LAW

The field of application of the law model is determined for situations in which automated systems are used for the creation or execution of contracts through data messages, regardless of whether it is the stage of creation of the contract, during the duration of the contract or during its execution. The model law can be applied to the formation of an offer and the acceptance of offers, as well as to changes in the contract and its termination. In practice, the law can be applied only in certain phases or in all phases of the life cycle of the contract if automated systems are applied in them. Artificial intelligence can be used in the phase of creating the text of the contract proposal, in order to provide the contracting parties with a proposal for regulating the relationship or to send an offer for the conclusion of a contract of a certain content.

However, the model law does not regulate issues that are important for the creation of automated systems, their commissioning or their operation and use. Other regulations would apply to the above-mentioned issues. Thus, the Law on Artificial Intelligence of the European Union would be applied to the automated system based on artificial intelligence in the territory of the EU. An automated system based on artificial intelligence should not use subliminal techniques but would have to meet the requirements regarding 1) risk management system, 2) data and data management, 3) technical documentation, 4) record keeping, 5) transparency and provision of information to persons in charge of releasing the system, 6) human supervision and 7) accuracy, robustness and cyber security.

An automated system for the purposes of the model law is defined as a computer system that is capable of performing an action without the necessary review or intervention of a natural person. Automated systems are considered to be systems that are programmed to work in a predetermined way or in an undetermined way, which means:

- that with systems that work in a predetermined way for the same information input, the same output result is obtained;

while

- with systems that work in an unspecified way for the same information input, there is no certainty that they will give the same output - result, which is characteristic of artificial intelligence¹².

This definition of an automated system corresponds to the trend of technological neutrality of legal rules, which, on the one hand, simplifies the application of legal rules,

10 Mitić M. & Pavlović Z., (2023), Portfolio investicije i informacione tehnologije [Portfolio investments and Information technology], Zbornik radova XX međunarodnog naučnog skupa „Pravnički dani – Prof. dr Slavko Carić, Pravni fakultet za privredu i pravosuđe u Novom Sadu, p.634

11 Uncitral model law on automated contracting Article 3 paragraph 3

12 Mitić M. (2024), Veštačka inteligencija i decentralizovani delovodnik: Nadogradnja međunarodnih trgovinskih odnosa [Artificial intelligence and Distributed ledger: Upgrading of international trade law], Zbornik radova XXI međunarodnog naučnog skupa „Pravnički dani – Prof. dr Slavko Carić, Pravni fakultet za privredu i pravosuđe u Novom Sadu, p.726

while on the other hand, it enables application to a greater number of technological solutions and even those that do not exist at the moment. Artificial intelligence systems defined by the EU Artificial Intelligence Law may fall under the definition of automated systems from the model law, but automated systems do not necessarily have to be artificial intelligence systems, bearing in mind that automated systems are not always based on artificial intelligence. The definition of automated systems is broader and more comprehensive than the definition of artificial intelligence systems. They have in common that both of them include artificial intelligence of different degrees of autonomy, deterministic and non-deterministic, which functions through specific hardware, in the first case through computer hardware, while in the second case, machine hardware. From the point of view of the law model, artificial intelligence systems that work with a greater or lesser degree of autonomy can be validly applied.

Contracts are created, modified or terminated by automated data messaging. Automated systems exchange data messages that represent information created, sent, received or stored by means of electronic, magneto-optical or similar means. A very similar definition of a data message is contained in the Convention on the Use of Electronic Communications in International Agreements (hereinafter: the New York Convention), which defines a “data message” as information created, sent, received or stored by means of electronic, magneto-optical or similar means, including but not limited to electronic data exchange, electronic mail, telegram, telex or telecopier¹³.

Contracts created through automated systems or contracts executed through automated systems will not be denied validity. The model law recognizes the validity of such contracts or execution of contracts regardless of the fact that a natural person did not perform a check or participated in any other way in the creation of changes or execution of the contract, but was carried out by artificial intelligence. The essence of this provision according to Wendehorst is that it suggests that contracting through advanced artificial intelligence systems is possible¹⁴. Also, validity is recognized by contracts contained in computer code, but also by actions related to the creation of such contracts, which is a consequence of information originating from a source whose information changes constantly or periodically. The validity of these agreements will not be challenged merely because their provisions are contained in computer code or because the information about the provisions and the provisions themselves are found in a source who's information constantly changing. For Barnheiser, the codability of the contract is reflected in the possibility that the input parameters during the formation of the contract or the output results of that process in the form of contract execution can be presented in regulated instructions that are subject to automation through computer code¹⁵. The draft guide for making provisions on automated contracting, the UNCITRAL secretariat points out that the legal doctrine raised the issue of the right to recognize and give meaning to contracts in the form of a code, bearing in mind that their provisions are not expressed in natural language or accessible to natural persons¹⁶. Regardless of the aforementioned model law, it equates

13 United nation convention on the use of electronic communications in international contracts 2005

14 Wendehorst, C. (2024). Discussion Draft: Principles for AI in Contracting (Version 2.1). *Journal of European Consumer and Market Law*, 13(1),43-60. <https://kluwerlawonline.com/journalarticle/Journal+of+European+Consumer+and+Market+Law/13.1/EuCML2024007>, page18

15 Barnhizer, D. (2016). Contracts and Automation: Exploring the Normativity of Automation in the Context of U.S. Contract Law and E.U. Consumer Protection Directives. *Yearbook of Antitrust and Regulatory Studies*, 9(14), 15-42. <https://doi.org/10.7172/1689-9024.YARS.2016.9.14.1>

16 UNCITRAL, (2024), Draft guide to enactment of the provisions on automated contracting, Note by the Secretariat, A/CN.9/1179, p. 10

contracts concluded with the use of artificial intelligence without human intervention to contracts in the creation of which humans directly participated. However, the model law does not impose on contractors that they must use only automated systems for contracting. On the contrary, in this regard, the model law is neutral and non-discriminatory, leaving it up to the contractors to choose the contracting technique - whether it will be in electronic form using electronic tools and automated systems, or whether it will be in traditional paper form.

Parties to a contract using automated contracting systems may agree on procedures by which actions taken by the automated contracting system will be attributed to one of the contracting parties. Contractors can, before engaging in automated contracting, draw up a framework contract on automated contracting that will regulate issues related to the automated contracting process, leaving automated systems to conclude individual contracts. It should be noted that automated systems can play a significant role in the conclusion of those framework contracts. If such an agreement-contract does not exist or is inapplicable, the action taken by the automated system is attributed to the contractual party that used the automated system for that purpose. The occurrence of an unexpected error - a failure in the operation of the automated system cannot be a reason for disputing that it was undertaken at the expense of the party that used the system. However, in a situation where the party to whom the action of the automated system is attributed could not reasonably have expected such an action while the other party knew or could have known that the party to whom the action was attributed did not expect such an action, then the other party cannot expect benefits from such an action, i.e. such an action does not produce an effect for it. The fact that the contract was created and/or executed through an automated system does not exempt any party from the consequences of that contract, nor can the parties be released from the consequences of non-compliance with positive regulations by referring to the fact that they used automated contracting systems.

In practice, artificial intelligence in the automation process is mostly applied in the phase of contract creation in order to draft a contract model proposal for a specific business operation, then in the negotiation phase to analyze the offered contract and in the phase of contract execution following the parameters and dynamics of the implementation of the contracted business operation. For automated contracting, a sensitive field is the declaration of will as a formative element of the contract, which can be expressed only by subjects in law, namely natural persons directly and legal persons indirectly through their management bodies. Giving declarations of will by artificial intelligence systems is still not widely accepted in practice, but analyzing the content of the model law, we can conclude that it does not dispute the possibility that artificial intelligence can give declarations of will that will lead to the creation, change, execution or termination of contracts and such declarations of will and such contracts will be recognized as having legal force and validity and will not be challenged on that basis.

CONCLUSION

The process of automation of contract law, which began with the creation of paper contract models, today in the era of modern technologies is receiving new automation tools in the form of more or less autonomous systems of artificial intelligence, which the new UNCITRAL law model recognizes and regulates normatively. Without diminishing the value of traditional ways of contracting and executing contracts, the legal model not

only recognizes them but also promotes new technologies and new techniques in contract law. The model law provides solutions related to automation in contract law from the point of view of modern technologies, among which is not only artificial intelligence, but also machine learning, deep learning, smart contracts and other technological solutions. It creates the possibility of filling a gap in the existing positive regulations in the field of contract law that exist in situations where artificial intelligence appears in the life cycle of the contract. Artificial intelligence is recognized as having the ability to validly create, conclude, amend and execute contracts, regardless of whether a natural person has performed any verification. Contracts created and executed by artificial intelligence will be considered valid and the consequences arising from such contracts will go to the parties that used artificial intelligence. The model law clearly determines to whom the results of the “work” of artificial intelligence belong, even in situations where unexpected results or malfunctions of artificial intelligence occur. The principles of technological neutrality and non-discrimination on which the law model rests give it a wide field of application to various emerging forms of artificial intelligence (machine learning, deep learning, etc.) as well as forms that will appear in the future. However, we should not ignore the fact that the existing legal rules can still respond to the challenges posed by modern technologies in the field of contract law, which the model law recognized, leaving it up to the contractors to arrange their relations in a way that suits their interests. It remains to be seen in the future how much and in what way the UN member states will implement the model law in their legislation, as well as to what extent its provisions will be found in the contracts of economic entities.



Milan Mitić, doktorand

*Pravni fakultet za privredu i pravosuđe u Novom Sadu,
Univerzitet Privreda akademija u Novom Sadu,
advokat u Advokatskoj kancelariji Stanković i partneri Niš
e-mail adresa: milan.mitic@stankovicandpartners.com
kontakt telefon: 064 24 11 905.*

**VEŠTAČKA INTELEGENCIJA U UNCITRAL-OVOM MODELU
ZAKONA O AUTOMATIZOVANOM UGOVARANJU**

Apstrakt:

Sa razvojem informacionih tehnologija trgovina je sa tradicionalnih polja prešla u virtuelno okruženje. Danas su rasprostranjeni softveri i sistemi bazirani na veštačkoj inteligenciji čija je funkcija automatizacija ugovornih odnosa. Priprema modela ugovora, faza pregovaranja, upućivanja ponude i njen prhvata, zaključenje ugovora, izmene zaključenog ugovora, njegovo izvršenje i prestanak danas se mogu odvijati bez učešća ljudi ili uz njihovo minimalno učešće. Ugovori nastaju i izvršavaju se između ljudi i AI sistema ali i između dva ili više AI sistema automatski i/ili autonomno. Ne samo ljudi nego i mašine stupaju u ugovorne odnose sa ili bez kontrole i intervencije ljudi. U eri veštačke inteligencije UNCITRAL kroz rešenja data u Konvenciji UN o upotrebi elektronskih komunikacija u

međunarodnim ugovorima i Modelu zakona o automatizovanom ugovaranju pokušava da odgovori izazovima koje ova tehnologija nosi za privatno-pravne ugovorne odnose i ugovorno pravo. UNCITRAL-ova radna grupa IV za elektronsku trgovinu je kreirala tehnološki neutralna pravna pravila koja ovako zaključenim ugovorima priznaje pravnu snagu. Predmet ovog rada je analiza UNCITRAL-ovog Modela zakona o automatizovanom ugovaranju, primenom normativnog i uporedno-pravnog metoda, sa ciljem da se predstavi kratak istorijat njegovog nastanka, prikaže njegova struktura, principi na kojima počiva i norme koje sadrži. Norme su potom razmatrane u svetlu Zakona o veštačkoj inteligenciji Evropske Unije i uslova koje on postavlja prilikom upotrebe veštačke inteligencije a sve radi potpunijeg i svestranijeg razumevanja regulatornog okvira koji nastaje i koji postoji u sferi automatizacije ugovaranja kao i ukazivanja na praznine koje se teže popuniti u primeni veštačke inteligencije u ovoj oblasti.

Ključne reči: *Automatizovano ugovaranje, Veštačka inteligencija, UNCITRAL, Model zakona,*

LITERATURE:

1. Barnhizer, D. (2016). Contracts and Automation: Exploring the Normativity of Automation in the Context of U.S. Contract Law and E.U. Consumer Protection Directives. Yearbook of Antitrust and Regulatory Studies, 9(14), 15-42. <https://doi.org/10.7172/1689-9024.YARS.2016.9.14.1>
2. European Parliament legislative resolution of 13 March 2024 on the proposal for a regulation of the European Parliament and of the Council on laying down harmonised rules on Artificial Intelligence (Artificial Intelligence Act) and amending certain Union Legislative Acts (COM(2021)0206 – C9-0146/2021 – 2021/0106(COD)) (P9_TA(2024)0138).
3. Koops, B.J., (2006) Should ICT Regulation Be Technology-Neutral? Information Technology & Law Series, 9, pp. 77-108. DOI: https://doi.org/10.1007/978-90-6704-665-7_4
4. Mitić M. & Pavlović Z., (2023), Portfolio investicije i informacione tehnologije [Portfolio investments and Information technology], Zbornik radova XX međunarodnog naučnog skupa „Pravnički dani – Prof. dr Slavko Carić, Prava fakultet za privredu i pravosuđe u Novom Sadu, p.634
5. Mitić M. (2024), Veštačka inteligencija i decentralizovani delovodnik: Nadogradnja međunarodnih trgovinskih odnosa [Artificial intelligence and Distributed ledger: Upgrading of international trade law], Zbornik radova XXI međunarodnog naučnog skupa „Pravnički dani – Prof. dr Slavko Carić, Prava fakultet za privredu i pravosuđe u Novom Sadu, p.726
6. Official Records of the General Assembly, Seventy-ninth Session, Supplement No. 17 (A/79/17), para. 239v Note submitted by Czechia on legal aspects of smart contracts and artificial intelligence A/CN.9/960 from 30.05.2018. page 2. See also: Uncitral model law on automated contracting with guide to enactment, str. X, e-ISBN 978-92-1-154264-6, 2024
7. Official Records of the General Assembly, Seventy-third Session, Supplement No. 17 (A/73/17), para. 253 (b).
8. Puhek, R.E. (2025). Artificial intelligence & Common Sense. Open Journal of Political Science, 15, 94-103., <http://doi.org/10.4236/ojps.2025.151007>
9. UNCITRAL, (2024), Model law on automated contracting with guide to enactment, p.

- 5 p. 9, e-ISBN 978-92-1-154264-6,
10. UNCITRAL, (2024), Draft guide to enactment of the provisions on automated contracting, Note by the Secretariat, A/CN.9/1179, p. 10
 11. United nation convention on the use of electronic communications in international contracts 2005
 12. Wendehorst, C. (2024). Discussion Draft: Principles for AI in Contracting (Version 2.1). *Journal of European Consumer and Market Law*, 13(1), 43-60. <https://kluwerlawonline.com/journalarticle/Journal+of+European+Consumer+and+Market+Law/13.1/EuCML2024007>, p. 18