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**Title:** Wykładnia umów zredagowanych z wykorzystaniem generatywnej sztucznej inteligencji (AI) / Interpretation of contracts drafted using generative artificial intelligence (AI)

**Source:** Kwartalnik Prawa Prywatnego („Quarterly of Private Law”)

Year: 2024, vol.: XXXIII, number 2 pages: 197-249

**Keywords:** artificial intelligence, generative artificial intelligence, AI, contract interpretation, interpretation, contract

**Discipline:** Law (Civil Law)

**Language:** Polish

**Document type:** Article

**Publication order reference:** University of Warsaw [[k.riedl@wpia.uw.edu.pl](mailto:k.riedl@wpia.uw.edu.pl)]

**Abstract:**

The dramatically increasing capabilities of artificial intelligence (AI) raise questions about its impact on contracts and their interpretation. Progress in this area will be, however, gradual. It is therefore likely that, before autonomous AI-based contracting becomes the norm, AI-based tools will only be used to assist in the process of contract drafting (which is already the case). The initiative to enter into a contract and the determination of its subject matter or purpose, as well as the submission of declarations of intent themselves, will thus remain with the contracting parties, but the drafting itself will be delegated to generative AI. Such assumption raises the question of whether this particular way of drafting a contract – while leaving the decision to conclude it to a human being – should have any impact on its interpretation. The purpose of this paper is to answer the question whether the interpretation of these contracts should be different from that of the contracts concluded in the traditional way and, if so, how the existing tools (methods, interpretation guidelines) should be applied or adapted in this respect. The analysis is conducted from the perspective of the Polish law (Art. 65 of the Civil Code), but it can be easily extrapolated to many other legal systems where the combined method of interpreting declarations of intent is also adopted. The analysis leads to the conclusion that the existing model of interpretation, as well as the instruments developed within its framework, remain appropriate and sufficient for the purpose of interpreting contracts drafted using generative artificial intelligence. They do, however, require the interpreter to take into account the peculiarities of AI as an element of the situational context (Article 65 § 1 of the Civil Code) and thus impose additional requirements on the interpreter in terms of knowledge and experience in this field. Moreover, the difficulty of ascertaining the intentions of the parties in

contracts drafted in this way means that the combined method of interpretation will generally emphasise the rules of objective interpretation rather than subjective interpretation.