International Journal of Advance Scientific Research
(ISSN – 2750-1396)
VOLUME 06 ISSUE 08 Pages: 26-30
OCLC – 1368736135

Journal Website: http://sciencebring.com/index.php/ijasr

Research Article

Legal Issues of Using Generative Artificial Intelligence in International Commercial Activity

Submission Date: June 20, 2026, **Accepted Date:** July 16, 2026,
Published Date: August 05, 2026
Crossref doi: https://doi.org/10.37547/ijasr-06-08-03

Kurbonov Behruz Anvar ugli
Master's student, University of World Economy and Diplomacy, International Business Law, Uzbekistan

Abstract

The article examines the legal problems of using generative artificial intelligence in international commercial activity. It addresses the validity of transactions and the allocation of liability where contracts are prepared by algorithmic means, the protection of intellectual property and trade secrets, and the cross-border transfer of data. A comparative legal analysis is offered of the approaches taken by the European Union (Regulation 2024/1689), UNCITRAL (Model Law on Automated Contracting, 2024) and international organizations. On this basis, proposals are formulated for improving the legislation of the Republic of Uzbekistan.

Keywords

Generative artificial intelligence, international trade, AI Act, automated contracting, attribution of actions, trade secrets, intellectual property.

Introduction

The rapid spread of generative models has changed the very nature of international commercial activity. Companies use such systems to prepare contracts, analyse legislation, support negotiations and assess commercial risks. Yet the classical institutions of private international and commercial law took shape without regard to the autonomous capabilities of modern computational models, and this has given rise to new questions concerning the validity of transactions, the allocation of liability and the protection of information.

International Journal of Advance Scientific Research
(ISSN – 2750-1396)
VOLUME 06 ISSUE 08 Pages: 26-30
OCLC – 1368736135

ISSN-2750-1396

The present paper proceeds from the premise that the development of generative AI calls not for the creation of a separate branch of law, but for the consistent adaptation of the existing institutions of contract, corporate and private international law. It is precisely this approach that is enshrined in the most recent international instrument on the subject – the UNCITRAL Model Law on Automated Contracting, adopted on 11 July 2024 [3]. The aim of the article is to show how the current regulatory framework copes with four pivotal problems – liability for a model's errors, the protection of intellectual property, the protection of trade secrets and the cross-border transfer of data – and what conclusions follow from this for the law of Uzbekistan.

1. Generative AI as a factor in the transformation of international commerce

A generative model differs from earlier means of automation in that it does not merely execute a predefined algorithm but produces new content – the text of a contract, an analytical memorandum, a draft clause. EU Regulation 2024/1689 (the AI Act) defines an artificial intelligence system as a machine-based system that operates with some degree of autonomy and, based on input data, generates outputs – predictions, recommendations, decisions or content [1, Art. 3]. This broad definition captures generative models, yet leaves deterministic scripts outside its scope, which matters for the precise classification of the instrument in use.

The practical use of generative models is not uniform and depends on the nature of the transaction, the industry and the allocation of contractual risks. In some cases the model serves merely as an auxiliary tool for the lawyer; in others it independently prepares a draft agreement that the party then signs with minimal review. It is on the degree of this autonomy that the acuteness of the legal questions considered below depends.

The scale of the phenomenon lends the matter practical urgency. The digital economy is steadily expanding the share of cross-border transactions mediated by software, as the data of international surveys of digital trade attest [12]. The technological foundation of generative systems lies in the so-called foundation models – trained on vast bodies of data and capable of adapting to a wide range of tasks, including legal ones [11]. It is precisely the versatility of such models, hitherto uncharacteristic of automation tools, that gives rise to the novelty of the legal problems.

2. Validity of transactions and allocation of liability

The use of a generative model in preparing a contract does not, in itself, vitiate the transaction. This conclusion is directly supported by the UNCITRAL Model Law on Automated Contracting. A contract may not be denied legal effect on the sole ground that it was concluded or performed with the aid of an automated system [3, Art. 5]. In this way, the principle of technological neutrality – which traces back to the 1996 Model Law on Electronic Commerce [4] – is secured at the international level. For cross-border sales this conclusion is reinforced by the principle of freedom of form laid down in the 1980 Vienna Convention, under which a contract for the international sale of goods need not be concluded in writing and may be proved by any means [2]. Consequently, the involvement of an algorithmic tool in preparing the text raises no formal obstacle to the validity of the transaction.

Liability is a more complex matter. A typical scenario is telling that a model preparing a foreign-trade contract reproduces a non-existent edition of the Incoterms or formulates an arbitration clause with an unworkable reference to an arbitral institution that does not exist. The

International Journal of Advance Scientific Research
(ISSN – 2750-1396)
VOLUME 06 ISSUE 08 Pages: 26-30
OCLC – 1368736135

losses from such an error fall on the contracting party, while the model's developer limits its own liability through the terms of use. The key role here is played by the rule of attribution where the actions performed by an automated system are attributed to the person on whose behalf, or in whose interest, the system is used [3, Art. 7]. In other words, the argument that "it was the model, not the party, that erred" does not release one from the consequences – the risk falls on the one who deployed the tool.

Situations in which the system produces a result that the party neither foresaw nor authorised deserve separate attention. The Model Law offers an optional rule on such "unexpected actions", permitting the consequences of the system's autonomous behaviour to be challenged under certain conditions [3, Art. 8]. As applied to generative models, which are prone to factual errors, this rule acquires particular significance and merits reception by the national legislator.

Given that the developer of the model, the service provider and the user each contribute simultaneously to the result, the concept of distributed liability appears well-founded – one under which the burden of losses is apportioned according to each participant's role and its ability to control the risk. Such a construction accords with the logic of the AI Act, which distinguishes between the obligations of the provider and those of the user (deployer) of the system [1, Art. 3].

3. Intellectual property, trade secrets and cross-border transfer of data

The second cluster of problems concerns intellectual property. Questions arise both over the use of protected works in training models and over the legal regime of the generated result. In its 2024 analytical report, WIPO points directly to the need to verify rights in the training data and to document the human contribution to the creation of the result, since the protectability of the generated product depends upon this [7]. For international commerce this means that a party incorporating AI-generated content into contractual documentation bears the risk of third-party claims of copyright infringement.

The third cluster is the protection of trade secrets. Transferring confidential information to external cloud-based generative AI services may result in the loss of its protected status if the provider uses the data supplied to further train the model. Enterprises must therefore reckon simultaneously with contractual confidentiality obligations, restrictions on data export and the requirements of personal-data protection legislation. International surveys of the digital economy note that cross-border data flows have become a distinct object of regulation, and that the divergence of national regimes raises the cost of compliance for companies operating across several jurisdictions [6].

Finally, the AI Act introduces transparency requirements of relevance to international dealings. From 2 August 2026, providers and users of generative systems are required to ensure the machine-readable marking of synthetic content and to notify persons that they are interacting with AI [1, Art. 50]. Providers of general-purpose models additionally maintain technical documentation and disclose it to integrators [1, Art. 53]. Because the Regulation applies also to foreign providers whose systems affect the EU market, these requirements likewise reach Uzbek companies working with European counterparties.

4. Comparative legal analysis and proposals for the Republic of Uzbekistan

A comparison of the approaches reveals a movement towards a common model. The European Union pursues risk-based regulation through the AI Act, allocating obligations by level of risk [1]. UNCITRAL develops the horizontal

International Journal of Advance Scientific Research
(ISSN – 2750-1396)
VOLUME 06 ISSUE 08 Pages: 26-30
OCLC – 1368736135

ISSN-2750-1396

principle of technological neutrality and of the attribution of the actions of automated systems [3]. The recommendatory instruments of the OECD and WIPO complete this picture with standards of transparency and responsible use [5; 7]. For all the differences in instruments, the three levels converge on a single point the actions of the system are tied to a person or an organisation, not to the system itself.

Uzbek law is in part prepared for these challenges. The electronic form of a transaction is recognised by the Civil Code and by the Law "On Electronic Commerce" [8; 9], while the circulation of digital assets is regulated by Presidential Decree No. UP-121 of 27 April 2022, which defined crypto-assets and vested the National Agency for Prospective Projects with the functions of a regulator [10]. At the same time, the participation of generative systems in the formation of contractual intent, and the attribution of their actions, are not directly regulated – which leaves a gap in both classification and the allocation of liability.

On the basis of the foregoing it is proposed, first, to enshrine the principle of technological neutrality on the model of Article 5 of the UNCITRAL Model Law, so that the use of an automated system does not, in itself, affect the validity of a contract. Second, to introduce a rule attributing the actions of an automated system to the person who uses it, adopting the construction of Article 7 of the same instrument. Third, to establish transparency requirements for the foreign-trade use of generative AI, together with rules for allocating liability among the developer, the service provider and the user. Such a set of measures would ensure the compatibility of national regulation with international approaches without creating a separate branch of law.

Conclusion

The use of generative artificial intelligence is becoming a settled element of international commercial activity, and the law, on the whole, copes with it through the adaptation of classical institutions rather than their replacement. Two rules remain a priority for the legislator – technological neutrality and the attribution of the system's actions to a human being – both already secured at the international level by the 2024 UNCITRAL Model Law. For the Republic of Uzbekistan, the most promising course is the harmonisation of national legislation with these approaches, while preserving the principles of freedom of contract and good faith.

References

Normative legal acts and international instruments

1. Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence (Artificial Intelligence Act) // OJ L, 12.07.2024.
2. United Nations Convention on Contracts for the International Sale of Goods (CISG). Vienna, 11 April 1980.
3. UNCITRAL Model Law on Automated Contracting. Adopted 11 July 2024 // Report of UNCITRAL, 57th session, A/79/17, Annex IV.
4. UNCITRAL Model Law on Electronic Commerce with Guide to Enactment. 1996.
5. Civil Code of the Republic of Uzbekistan (Part One) of 21 December 1995 // lex.uz.
6. Law of the Republic of Uzbekistan of 29 September 2022 No. ZRU-792 "On Electronic Commerce" // lex.uz.
7. Decree of the President of the Republic of Uzbekistan of 27 April 2022 No. UP-121 "On measures for the further development of the sphere of crypto-asset circulation" // lex.uz.

Scholarly and analytical literature

International Journal of Advance Scientific Research
(ISSN – 2750-1396)
VOLUME 06 ISSUE 08 Pages: 26-30
OCLC – 1368736135

8. OECD. Recommendation of the Council on Artificial Intelligence (OECD AI Principles). OECD/LEGAL/0449 (2019, updated 2024).
9. OECD Digital Economy Outlook 2024. Paris: OECD Publishing, 2024.
10. WIPO. Generative AI: Navigating Intellectual Property. Geneva: World Intellectual Property Organization, 2024. 16 p.
11. Bommasani R. et al. On the Opportunities and Risks of Foundation Models. Stanford University, 2021. arXiv:2108.07258.
12. UNCTAD. Digital Economy Report 2024. Geneva: United Nations, 2024.