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ALGORITHMIC CONTRACTS IN MODERN CONTRACT LAW – CONCEPT, LEGAL NATURE, AND FUNDAMENTAL LEGAL ISSUES

ABSTRACT: The development of digital technologies has led to noticeable changes in the manner in which contracts are concluded and performed. Within this framework, algorithmic contracts have emerged as one of the forms of contemporary contracting. The subject matter of this paper is the analysis of algorithmic contracts in modern contract law, with particular emphasis on their concept, legal nature, and relationship to the traditional contract, the electronic contract, and the smart contract. The aim of the paper is to determine whether algorithmic contracts constitute a new legal institution or merely a specific form of contemporary contracting based on the application of digital technology, as well as to identify the fundamental legal issues arising in connection with their conclusion and performance. The paper is theoretical in nature and is based on the normative and comparative legal methods, along with an analysis of relevant domestic and foreign literature and legal sources. The main hypothesis of the paper is that algorithmic contracts do not constitute a separate and autonomous legal institution, but rather a specific form of contemporary contracting in which the existing rules of contract law continue to apply, subject to certain

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particularities arising from the use of digital technology and automation. The analysis shows that algorithmic contracts do not fall outside the framework of the general rules of contract law, but that there are certain distinctions of a qualitatively legal nature relating to issues of consent, attribution of decision-making, control over performance, and liability for the outcome of the automated process. Their significance, therefore, does not lie in the creation of a new branch of contract law, but in the fact that they clearly reveal the limits of the existing one.

Keywords: *algorithmic contracts, contract law, digital society, electronic contract, smart contract, automation of contracting.*

1. Introduction

The development of digital technologies has had a profound impact on nearly all segments of modern society. Changes in communication, data exchange, market relations, and economic activity have also brought changes in the way contracts are concluded, performed, and monitored. A contract no longer appears solely as a textually formulated agreement concluded through the direct contact of the contracting parties. Increasingly, it is a legal relationship that relies, to a greater or lesser extent, on digital infrastructure, pre-set rules, and automated processes. In this sense, contract law has not remained outside the broader transformation of digital society (Scholz, 2017). Domestic literature further confirms that digitalization affects not only the external form of business activity but also the very way in which the contracting process is understood. Stojšić Dabetić and Mirković (2022) proceed from the view that the digital economy and digital society are changing contract law and contracting practice, with digital technology becoming an integral part of the modern contractual cycle. For that reason, the issue of contracting in the digital society is not merely a question of technical medium, but also one of the transformation of legal thinking about contract.

Within these developments, the issue of algorithmic contracts stands out in particular. The topic is both contemporary and methodologically demanding. At the level of terminology alone, it is clear that complete stability does not exist. Specifically, the literature uses the expressions “algorithmic contracts,” “smart contracts,” “smart legal contracts,” “automated contracting,” and “AI in contracting.” This is not merely a question of language, but has a much broader dimension. Behind the different terms lie different theoretical starting

points. Precisely for that reason, a serious legal analysis must first clarify what is meant by an algorithmic contract and how it differs from other related forms of digital contracting (Scholz, 2017; European Bank for Reconstruction and Development [EBRD], 2018; Wendehorst, 2024).

The importance of the topic does not arise solely from technological novelty, however unquestionable that novelty may be. It is legally significant because it opens up classical questions of contract law under new conditions. This applies in particular to consent, attribution of decisions, contract performance under conditions of automation, legal certainty, and the liability of the contracting parties. In other words, algorithmic contracts attract attention not because they would automatically create new law, but because they put the fundamental assumptions of existing contract law to the test. That is where their true significance lies (Oliver, 2021; Wendehorst, 2024).

The subject matter of this paper is the analysis of algorithmic contracts in modern contract law, with particular emphasis on their concept, legal nature, and relationship to the traditional contract, the electronic contract, and the smart contract. The aim of the paper is to determine whether algorithmic contracts constitute a new legal institution or merely a specific form of contemporary contracting based on the application of digital technology, as well as to identify the fundamental legal issues arising in connection with their conclusion and performance. The main hypothesis of the paper is that algorithmic contracts do not constitute a separate and autonomous legal institution, but rather a specific form of contemporary contracting in which the existing rules of contract law continue to apply, subject to certain particularities arising from the use of digital technology and automation.

The research is theoretical in nature and is based on the normative and comparative legal methods, along with an analysis of relevant domestic and foreign literature. The paper first examines the concept of algorithmic contracts and their emergence in modern digital society, then their legal nature and the fundamental legal issues arising from them. A separate part of the paper is devoted to the domestic legal framework and to contemporary comparative developments in a borderline sense, in order to show that algorithmic contracts are not merely a theoretical possibility, but a topic that is already entering the sphere of positive law and regulatory attention (United Nations Commission on International Trade Law [UNCITRAL], 2024; Regulation (EU) 2023/2854).

2.The Concept of Algorithmic Contracts and Their Emergence in Modern Digital Society

The conceptual definition of algorithmic contracts is not simple, and the reason for this is not merely the novelty of the topic or the term itself. The problem also lies in the fact that the literature neither uses precisely the same language nor proceeds from identical assumptions. The most useful point of departure is nevertheless offered by Scholz (2017), according to whom algorithmic contracts are contracts in which an algorithm determines the obligations of one party, either before the conclusion of the contract or after its conclusion, when it serves as a mechanism for the further determination of the content of the relationship. Such a definition is important because it does not reduce the topic solely to the stage of performance, but also encompasses those situations in which the algorithm influences the selection of terms, negotiations, or the subsequent shaping of the contractual relationship.

Domestic literature further illuminates this topic through the idea of the algorithmization of contracts. Stojšić Dabetić and Mirković (2022) state that the algorithmization of contracts is a specific technical procedure that constitutes a precondition for the use and creation of electronic contracts and that may be designated as the algorithmic conversion of contracts. In their view, this procedure entails the technical process of encoding the text of the contract, that is, translating contractual clauses into computer code. This approach is significant because it shows that algorithmic contracts need not be reduced solely to smart contracts, but may be understood more broadly as the result of transforming contractual content into a technically structured form. On that basis, one point should immediately be clarified: an algorithmic contract is not necessarily a contract without human participation. Nor is it necessarily a contract that must be based on blockchain technology. Its distinctiveness does not lie in the complete removal of the human element, but in the fact that algorithmic rules acquire a legally relevant role in the formation or performance of the contractual relationship. It is precisely here that the difference from the classical conception of contract begins, as well as the reason why this topic should not be reduced to a mere technical innovation (Scholz, 2017; Cvetković, 2021).

The relationship between the algorithmic contract and the electronic contract is relatively clear. An electronic contract is a broader concept and refers to a contract concluded electronically, regardless of the degree of automation. By contrast, an algorithmic contract presupposes a higher level of technological involvement, since it includes the use of an algorithm as a

means that affects the formation or realization of the contractual relationship. Thus, every algorithmic contract is, as a rule, part of the broader field of electronic contracting, but not every electronic contract is at the same time an algorithmic contract (Scholz, 2017).

The relationship between the algorithmic contract and the smart contract is considerably more complex. EBRD (2018) makes a useful distinction between smart contract code and a smart legal contract, thereby showing that software code and a legal contract are not the same thing, even when they are functionally connected. Durovic and Lech (2019) further point out that the enforceability of smart contracts depends on the relationship between the formal language of code and the traditional language of contract. This means that the smart contract is a technologically narrower and more specifically defined concept, whereas the algorithmic contract is a broader analytical framework. The smart contract may therefore be viewed as a distinct, technologically specific form of algorithmic contracting, but not as its synonym.

This distinction may be further supported by domestic authors. Stojšić Dabetić and Mirković (2022) define smart contracts as computer code with contractual significance, that is, as a computer program created with a high degree of security, guaranteeing that a predetermined action will be carried out once certain conditions are fulfilled. Such a definition is useful precisely because it emphasizes automated performance as the central feature of the smart contract. This further confirms that the smart contract should be regarded as a narrower and technologically more specific concept, whereas the algorithmic contract may encompass broader situations in which an algorithm influences the formation or realization of the contractual relationship.

3. The Legal Nature of Algorithmic Contracts

The question of the legal nature of algorithmic contracts constitutes the central issue of this paper. The fundamental dilemma is this: do they represent a new legal institution, or a special form of contemporary contracting that still remains within the framework of existing contract law? At this point, it is not enough to remain with the general formula that “technology is new, but the law is old.” The problem is, in essence, significantly more complex. If the algorithm takes over part of the functions that were previously directly linked to human decision-making, then the question arises whether only the technique of contracting is changing, or whether its legal structure is changing as well (Scholz, 2017; Oliver, 2021).

There is reason to advance the thesis of the pronounced distinctiveness of algorithmic contracts. If an algorithm selects terms, dynamically determines the price, reacts to real-time data, or automatically performs an obligation without subsequent human intervention, then such a relationship clearly departs from the classical image of contract as a textually formulated agreement between two minds entering directly into a legal relationship. This is where a genuine theoretical problem arises. Not because algorithmic contracts would automatically create new law, but because they call into question the extent to which classical categories can encompass new forms of contractual behavior without greater difficulty (Scholz, 2017; Linarelli, 2022). Even so, the more convincing conclusion is that algorithmic contracts do not constitute a separate and autonomous legal institution. They arise within the framework of already existing categories of contract law: offer, acceptance, consent, performance of obligations, and liability for breach of contract. What changes is the technical manner in which particular elements of the contractual relationship are shaped, carried out, or controlled. The algorithm does not replace law; rather, it becomes a means through which part of the contractual relationship is organized. It is for this reason that it is more accurate to speak of a technologically intensified form of contracting than of a new contractual institution (Cvetković, 2021; Wendehorst, 2024). This conclusion, however, is not sufficient if it remains at the level described above. Nor is it true that “existing law resolves everything without difficulty.” The limit of such a view emerges when the algorithmic process becomes non-transparent, when the decision-making process is difficult to understand in advance, or when human control over performance becomes minimal. In such situations, it is no longer sufficient merely to identify the formal existence of a contract. It is also necessary to answer the question of how the decision is attributed, how far the other party could genuinely understand the functioning of the relationship, and where the limits of acceptable automation lie. It is precisely at this point that algorithmic contracts do not destroy contract law, but compel it to explain its own assumptions more precisely (Scholz, 2017; Wendehorst, 2024).

Contemporary international developments confirm such an approach. The UNCITRAL Model Law on Automated Contracting of 2024 does not aspire to create a separate and closed system of new contract law. Its logic is different: it seeks to facilitate the use of automation in contracts, including AI techniques, smart contracts, and machine-to-machine transactions, and to supplement existing law where specific difficulties arise. The very structure

of this Model Law shows that the dominant legal direction is toward the adaptation of contract law, rather than toward its separation.

4. Fundamental Legal Issues of Algorithmic Contracts

4.1. Consent and the Conclusion of Contract

The first fundamental legal issue concerns consent and the conclusion of contract. In classical contract law, consent constitutes a precondition for valid contractual binding force. In the case of algorithmic contracts, the problem arises when the algorithm does not serve merely as a technical channel of communication, but actively participates in the selection of terms, the acceptance of the offer, or the subsequent determination of the content of the relationship. At that point, the question is no longer merely whether a contract exists, but also how the will expressed through the operation of the algorithm is to be legally attributed (Scholz, 2017; Oliver, 2021). At this juncture, it is not enough to say that “there is a human being behind the algorithm.” Such a formula is accurate as a starting point, but it is too coarse. Oliver (2021) rightly problematizes the possibility of equating algorithms with classical agents. If a person is not directly acquainted with all the particular terms that the algorithm accepts or generates, then consent does not disappear, but becomes more difficult to prove and interpret. The issue, therefore, is not whether the law recognizes indirectly expressed will at all. Rather, the issue is how far such indirectness can go without undermining the basic idea that a contract is the result of a legally relevant decision of the contracting party.

In domestic literature, this issue is further illuminated through the institution of the electronic agent. Stojšić Dabetić and Mirković (2022) point out that in practice a presumption is adopted that the user of an electronic agent has manifested consent to conclude a contract concluded by that electronic agent, and that such consent is already manifested by the very fact that the user has decided to use and program it for the conclusion of certain contracts. The authors further emphasize that the electronic agent has neither legal capacity nor contractual capacity, but is regarded as a tool of the user, so that its activities are attributed to the owner or user. This view is of particular importance for the topic of algorithmic contracts, because it shows that technology may participate in the conclusion of a contract without thereby becoming an autonomous legal subject.

Linarelli’s (2022) approach is also useful, since it connects the issue of AI in contracting with the broader philosophical question of shared

intentionality and objectified contractual intention. This approach helps to show that classical contractual intention need not disappear merely because the technical modality changes. But the more complex the algorithmic layer becomes, the greater the need to define more clearly the limits within which the result may be attributed to the contracting party using such a system. It is precisely here that one sees that algorithmic contracting does not require new law, but rather a more precise interpretation of existing law. Domestic authors also point out that the digital context does not diminish the importance of offer and acceptance as the key elements of the contractual cycle, but it does alter the manner in which they are expressed and normatively understood. In this sense, the specific features of electronic contracts in modern digital society should be observed precisely in the context of the key points of the contractual cycle—offer and acceptance—while the digital environment and the use of various forms of digital technology affect the formulation of the contract, the definition of contractual obligations, and the automated application, that is, the performance and interpretation of contracts (Stojšić Dabetić & Mirković, 2024).

4.2. Contract Performance Under Conditions of Automation

The second fundamental legal issue concerns contract performance. It is precisely at this stage that the practical significance of algorithmic contracts is most clearly visible. When the terms have been defined in advance and the algorithm or code automatically reacts upon the fulfillment of certain preconditions, contract performance may become faster, more efficient, and more predictable. In its document, EBRD (2018) identifies efficiency, reduced costs, and certainty of performance as important reasons for using smart contracts.

Similarly, Stojšić Dabetić and Mirković (2022) describe smart contracts as contractually structured mechanisms shaped through code, ensuring that a predefined action is executed once the relevant conditions have been fulfilled. This confirms in domestic literature as well that automated performance is one of the most important characteristics of this type of contracting and that the practical significance of algorithmic and smart contracts is most clearly visible precisely at the stage of realizing contractual obligations. However, automation of performance also has its price. Sklaroff (2017) warns precisely at this point of the “cost of inflexibility”: the more a contractual mechanism is transformed into code, the less space remains for adapting to the specific situation, for correction, deviation, or intervention that may be necessary in

classical contract law in order for performance to remain fair and functional. This insight is important because it shows that automation is not merely a technical advantage, but also a source of new rigidity.

In the context of the foregoing, Durovic and Lech (2019) also show that the enforceability of smart contracts cannot be resolved exclusively at the technical level, but only in conjunction with traditional contract law. The problem does not end with the fact that code is capable of executing something. The legally relevant question is whether such performance is sufficiently connected to a valid contractual framework, whether there is room for correcting an error, and how to treat situations in which the code produces a consequence that is technically correct but legally disputable. It is here that algorithmic contracts most clearly demonstrate that code is not a substitute for law, but rather a new zone of strain upon it.

4.3. Legal Certainty and the Liability of Contracting Parties

The third fundamental legal issue concerns legal certainty and the liability of the contracting parties. In classical contracts, liability is relatively easily linked to the conduct of a specific party. In the case of algorithmic contracts, the situation may be more complex, particularly where a harmful or undesirable consequence is the result of an automatic process that is not fully transparent or understandable to the user. Therefore, the issue of legal certainty cannot be separated from the issue of who bears the risk of the choice, programming, control, and use of the algorithmic system (Scholz, 2017).

The broader discussion of “algorithmic accountability” is also useful here. Although Coglianese and Lampmann (2021) do not write primarily from the perspective of contract law, they show that contract may also serve as a mechanism for allocating responsibility and controlling algorithmic behavior. This insight is significant for the present topic as well, because it shows that legal certainty does not depend solely on ex post judicial reaction, but also on how the contracting parties have allocated risks, control obligations, and standards of transparency ex ante. Liability in algorithmic contracts is therefore not merely a question of damages, but also of the proper contractual design of the relationship from the very beginning.

Contemporary international texts further confirm that this problem is resolved more through the adaptation of existing legal rules than through the creation of an entirely new regime. Wendehorst (2024) presents her principles as a set of proposed legal principles intended to guide the application of existing law and the development of new law in relation to automated contracting.

Similarly, the UNCITRAL Model Law on Automated Contracting (2024) seeks to remove legal obstacles to automated contracting and to provide a basis for the legal recognition of automation and AI in the formation and performance of contracts. This confirms that the central task of law is to strengthen legal certainty within the existing framework, rather than to create a completely separate legal world of algorithmic contracts.

5. Overview of Domestic Law and Comparative Legal Solutions

As regards domestic law, it may be said that the legal system of the Republic of Serbia provides a foundation for electronic contracting and broader digital business, but not a specially elaborated regime for algorithmic contracts as a distinct category. The Law on Electronic Commerce (2009) governs, *inter alia*, rules relating to the conclusion of contracts in electronic form, while the Law on Electronic Document, Electronic Identification and Trust Services in Electronic Business (2017) governs electronic documents, electronic identification, and trust services. At the same time, the Law on Obligations (1978) remains the general framework for contractual relations. This means that domestic law possesses a normative basis for electronic and digital contracting, but does not specifically regulate algorithmic contracts as an autonomous category.

Domestic literature is not yet abundant, but it is not insignificant either. In addition to Cvetković's paper "Contract as Algorithm: Introductory Considerations," (2021) bibliographic and textually verified sources show a continuing interest in the broader relationship between digital society and contract law. Along the same lines, Cvetković, in analyzing contractual relations in the crypto-asset market, points out that such relations continue to be governed by the principles and rules of classical contract law, notwithstanding the specific features arising from the application of blockchain technology (Cvetković, 2023, p. 229). Particularly important are the works and monograph of Stojšić Dabetić and Mirković, because they connect the digitalization of contracting, the electronic contract, the electronic agent, the algorithmization of contracts, and smart contracts. This demonstrates that domestic legal scholarship is not opening this topic through a single concept alone, but through a broader set of interconnected issues that together lead to the contemporary question of algorithmic contracting (Stojšić Dabetić & Mirković, 2022; 2023; 2024).

In comparative legal terms, contemporary developments move in the direction of the gradual legal recognition of automated contracting, but without the creation of a single and closed system of special rules for algorithmic contracts. In 2024, UNCITRAL adopted the Model Law on Automated Contracting with the aim of facilitating the use of automation in contracts, including AI, smart contracts, and machine-to-machine transactions. At the European level, Regulation (EU) 2023/2854, known as the Data Act, regulates fair access to and use of data and, within that framework, introduces rules relevant to smart contracts in certain data-sharing arrangements. This means that automated contracting is no longer merely a doctrinal issue, but also a matter of positive legal attention.

It follows from the foregoing that both domestic law and contemporary international developments move in the same general direction: automated contracting is being legally recognized and is becoming increasingly important, but for the time being it is not being singled out as an entirely autonomous area of contract law. This further confirms the basic hypothesis of the present paper (UNCITRAL, 2024; Wendehorst, 2024).

6. Discussion

The analysis carried out shows that the basic problem of algorithmic contracts is incorrectly framed if it is reduced solely to the question whether they constitute a new legal institution. Such a framing is admittedly attractive, because algorithmic contracting at first glance truly departs from the classical image of contract: part of the content may be determined in advance through programmed rules, performance may be automated, and in certain situations human intervention becomes minimal. It is therefore not difficult to understand why contemporary literature does not view this topic merely as a technical innovation, but as a challenge to the basic categories of contract law. Scholz (2017) proceeds from the view that an algorithm may determine the obligations of a party both before and after the conclusion of the contract, while Oliver (2021) further shows that algorithms cannot simply be equated with classical agents. In this sense, the thesis that algorithmic contracting opens space for a qualitatively new legal issue is not without foundation.

However, it is precisely at this point that a clear distinction must be made between technological novelty and legal autonomy. The fact that a contractual relationship is formed or performed with the help of an algorithm still does not mean that the basic structure of contract law has thereby been abandoned. The most important questions remain the same: who consented, to what did

they consent, what is the content of the obligation, when was it performed, and to whom are the undesirable consequences of the automated process to be attributed. If those questions remain central, then algorithmic contracts also remain within the sphere of contract law, albeit as its technologically intensified form. It is for this reason more convincing to speak of the transformation of modalities of contracting than of the emergence of a new institution (Wendehorst, 2024; Linarelli, 2022).

Such a conclusion is further confirmed by contemporary international developments. The UNCITRAL Model Law on Automated Contracting of 2024 explicitly does not purport to establish a complete code of automated contracting. On the contrary, it introduces supplementary rules of legal recognition specifically tailored to automated contracting. The very architecture of this instrument shows that international developments do not move toward the separation of automated contracting from contract law, but toward its refinement wherever classical rules become insufficiently precise. This point is important because it demonstrates that even the most recent international approach starts from continuity rather than discontinuity (UNCITRAL, 2024).

Nevertheless, even the view that “existing law is sufficient” must not remain too comfortable. It is sustainable only if it is clearly stated where present-day law suffers its greatest strain. First, this is the issue of attribution. When an algorithm accepts an offer, changes the parameters of a contractual relationship, or produces an unexpected result, it is no longer enough merely to state that there is a human decision behind it. It is necessary to determine more precisely the limits within which the result of the algorithmic process may be attributed to the party using it. Second, this is the issue of disclosure and legal certainty. The more complex and less transparent the system is, the weaker the assumption that the other party could reasonably foresee how the contractual relationship would unfold. Third, this is the issue of the correction of automated performance. Smart contracts and other models of automated performance increase efficiency, but at the same time reduce the room for subsequent legal and factual adjustment to a particular situation. It is precisely here that what Sklaroff (2017) warns about becomes especially clear: a high degree of automation increases the price of rigidity (Durovic & Lech, 2019).

This conclusion is not foreign to domestic literature either. When Stojšić Dabetić and Mirković (2022) point out that digital technology changes the basic postulates of contract law, while at the same time the electronic agent is still regarded as a tool of the user whose acts are attributed to that user, they in fact confirm the same basic idea: technology significantly changes the way contracts function, but does not eliminate the need for legal rules

of attribution, liability, and control. It is precisely in this that the real complexity of algorithmic contracts lies—not in the fact that they create new law, but in the fact that they compel existing law to undertake a more precise self-examination.

For that reason, the basic conclusion of this paper may be further specified. Algorithmic contracts do not constitute a distinct legal institution, but neither are they merely a digital variation of the classical contract without more serious consequences for legal analysis. Their significance lies precisely in the fact that they test the limits of existing contract law: they do not destroy it, but they compel it to respond more precisely to questions of attribution, transparency, control, and liability. In that sense, algorithmic contracts are not new law, but they are the point of greatest pressure upon classical conceptions of attribution of will and control over performance (Scholz, 2017; Wendehorst, 2024; UNCITRAL, 2024).

7. Conclusion

Algorithmic contracts represent one of the forms of contemporary contracting in the conditions of digital society. Their emergence is connected with the broader development of electronic commerce, digital platforms, algorithmic decision-making, and the automated performance of contractual obligations. Although the terminology in this field is still not fully uniform, it is sufficiently clear that we are dealing with contractual relationships in which an algorithm has a legally relevant role in the formation or performance of the parties' obligations. The analysis carried out shows that algorithmic contracts do not constitute a distinct and autonomous legal institution. Their legal nature rather points to the conclusion that they are a specific form of contemporary contracting in which the existing rules of contract law are applied, subject to certain specificities arising from digital technology and automation. For this reason, the basic hypothesis of this paper may be regarded as confirmed.

The most important legal issues relating to algorithmic contracts concern consent, the conclusion of contract, automated performance, legal certainty, and the liability of the contracting parties. However, it is precisely those issues that show that algorithmic contracting is not merely a trivial technological upgrade of the classical contract. It represents the point at which the limits of existing contract law are most clearly visible. Accordingly, algorithmic contracts are not new law, but they are a serious challenge to its interpretation and further development. Domestic authors dealing with contracting in the digital society further confirm that the same issue has already been recognized

within our own legal framework. Contract is increasingly moving toward a digitally and algorithmically structured form, yet it is still assessed through the categories of positive contract law. For precisely that reason, algorithmic contracts represent more a challenge for the more precise interpretation and development of contract law than a basis for its abandonment (Stojšić Dabetić & Mirković, 2022; 2024).

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Conflict of Interest

The authors declare no conflict of interest.

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ALGORITAMSKI UGOVORI U SAVREMENOM UGOVORNOM PRAVU – POJAM, PRAVNA PRIRODA I OSNOVNA PRAVNA PITANJA

APSTRAKT: Razvoj digitalnih tehnologija doveo je do vidljivih promena u načinu zaključivanja i izvršenja ugovora. U tom okviru pojavljuju se i algoritamski ugovori, kao jedan od oblika savremenog ugovaranja. Predmet rada jeste analiza algoritamskih ugovora u savremenom ugovornom pravu, sa posebnim osvrtom na njihov pojam, pravnu prirodu i odnos prema klasičnom ugovoru, elektronskom ugovoru i pametnom ugovoru. Cilj rada jeste da se utvrdi da li algoritamski ugovori predstavljaju novi pravni institut ili samo poseban oblik savremenog ugovaranja zasnovan na primeni digitalne tehnologije, kao i da se ukaže na osnovna pravna pitanja koja nastaju u vezi sa njihovim zaključenjem i izvršenjem. Rad je teorijskog karaktera i zasnovan je na normativnom i uporednopravnom metodu, uz analizu domaće i strane literature i relevantnih pravnih izvora. Osnovna hipoteza rada jeste da algoritamski ugovori ne predstavljaju poseban i samostalan pravni institut, već poseban oblik savremenog ugovaranja u kome se postojeća pravila ugovornog prava primenjuju uz određene specifičnosti koje proizlaze iz upotrebe digitalne tehnologije i automatizacije. Analiza pokazuje da algoritamski ugovori ne izlaze iz okvira opštih pravila ugovornog prava, ali da postoje određene distinkcije kvalitativnog pravnog karaktera vezane za pitanja iz domena saglasnosti volja, pripisivosti odluke, kontrole izvršenja i odgovornosti za rezultat automatizovanog procesa. Njihov značaj zato nije u stvaranju novog ugovornog prava, već u tome što jasno otkrivaju granice postojećeg.

Ključne reči: *algoritamski ugovori, ugovorno pravo, digitalno društvo, elektronski ugovor, pametni ugovor, automatizacija ugovaranja.*

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