

Law Applicable To Damages Caused By Artificial Intelligence (Robots As A Model) (An Analytical Study)

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Abstract

It is expected that the world in the future will witness a great control of artificial intelligence over all the details of life. The smart cities that are being talked about by multiple countries will mean posing challenges facing legal and judicial institutions arising from the advanced technologies used by humans, including with regard to determining the law that is applicable to The damage caused by the robot, which raises the importance of forming a perception about the problem of the applicable law when there is a foreign element in the legal relationship, where various elements overlap within the framework of non-traditional relationships, leading to the identification of the most relevant laws in the conflict. Until this moment, the legal personality of the robot has not been recognized. We had no choice but to adapt the texts of the Iraqi civil law for the purpose of addressing this problem, whether in terms of the robot's civil responsibility or in terms of the applicable law.

Keywords: robot, artificial intelligence, contractual liability, tort, substantive liability, applicable law, attribution rules, conflict rules, error, damage, negligence, legal relationship, foreign element.

Introduction:

Robots are no longer science fiction but have become a reality we live in, and we see these machines and robots evolving to reach our human potential. As is well known, the legal rules prevailing in the Iraqi civil law, what if the perpetrator of the damage is a robot?)

Today, the robot is able to avoid dangers and think about safety precautions in the way humans follow⁽¹⁾, and this matter is the

point of separation in the robot's transition from the stage of the thing under guard to the object that the human being represents in bearing responsibility by force of law without assuming error.

In order to face the latest developments, the European Civil Code on robotics approved the idea of a human representative ⁽²⁾. But this legislative change was clear from it that it is just a prelude that will be followed by granting the robot a special future legal status as

stated by the European legislator ⁽¹⁾, and this approach to raising the rank of the robot is a cover up of the concept that we see calling it Virtual Personality Theory. In the light of this, this research aims to present the definition of the robot, its origin, some areas of its use and its types, the civil liability for the damages it causes with a statement of its effects, and the statement of the applicable law for the damages caused by the robot.

Research importance:

The importance of research in the adaptation of civil liability to face damage caused by robots. False responsibility will leave the injured without compensation because he must prove the error, and the responsibility for the supposed error (guardianship rules) will not benefit the dealer with the robot because it will represent the legal center of the injured and the guard at the same time, we are left with only the contractual responsibility that I see is the best. It is easy to prove the producer's mistake, but this ease may be followed by an anomaly if the victim is not the owner of the robot (buyer), but rather a person who does not have any contractual relationship with the producer. This feature does not exist for bot buyers.

Another problem may be raised by the multiplicity of people who contribute to the production of robots based on artificial intelligence, and then the lack of knowledge of the person responsible for the damage caused to the victim. Which requires the intervention of the legislator to establish a legal system that defines precisely how to deal with the face of damage caused by robots. After completing all this, we will move on to identifying the law applicable to the damage caused by the robot.

Research problem:

The research problem is that the Iraqi legislator did not find a legal solution to determine the civil liability of the robot, and therefore there is no solution before us except by adapting what we have texts to solve this problem, in addition to the proposals that can be made to confront this legislative deficiency.

(And given that the robot is a deaf thing, elevating the robot's entity towards being recognized as a person and giving it the virtual personality will mean accepting the idea of equality between machine and human and then risking human sovereignty in the future, as it seems to place the responsibility on the maker) or the programmer of the robot is illogical in some cases ; Because the machine's departure from behavior that is not related to industry or programming, but rather to the changing conditions of reality, whose models are infinite, cannot all be implanted in the guard bases, so humans have increased fear of damage caused by robots if they leave their automated system, which raises a problem that raises several questions, the most important of which are:

- Who bears the responsibility for these damages, and what is the legal nature of the responsibility for the actions of the robot, is it contractual or tortuous? What is the law applicable to it?

Research Methodology:

The research depends on the analytical approach to the legal texts and the legal opinions followed in this regard.

Search Plan:

For the purpose of understanding all the details of the research, we chose to divide it into two sections preceded by an introductory study, according to the following division:

The first topic - What is the robot.

The first requirement is the definition of the robot

The second requirement - the genesis of the robot and its types

The second topic - adapting the robot's civil liability and clarifying the applicable law for the damages it causes.

The first requirement - adaptation of the civil responsibility of the robot producer

The second requirement - the law applicable to the responsibility of the robot producer and the like.

Conclusion

Findings and Recommendations

The first topic - the nature of the robot:

Before we discuss the civil liability for robot damage and the law applicable to civil liability for it, we must first know what a robot is and what is the definition of a robot and its origin, by dividing this topic into two demands, we address in the first requirement the definition of a robot and its origin As for the second requirement, we will discuss the types of robots, as follows:

The first requirement - the definition of the robot:

There are several definitions about a robot, including that it is: an independent system that exists in the physical world that can sense its environment and can act to achieve some goals⁽¹⁾. The American Robotics Institute defines it as: "The robot is a reprogrammable, multifunctional, manual manipulator designed to move materials, parts, tools and special devices through various programmed movements in order to perform a variety of tasks⁽²⁾." (There is a definition set by the Japan Industrial Robotics Federation that states: A robot is a machine for all purposes, equipped with limbs and a memory device, and it is capable of rotating and replacing the human factor through the automatic performance of movements.⁽³⁾)

The second requirement: the genesis of the robot and its types:

The Czech writer Karel Capek was the first to use the word "robot" to denote a human being, which he wrote in 1920. The first use of the term "robotics" is credited to the American science fiction writer Isaac Asimov, who formulated the three basic laws of robotics, which it still governs the production of robotics industry until now. The first law: The robot must not harm the human being or cause him to be neglected by causing harm to any human being. As for the second law, the robot must obey the orders of the human being issued to him, except for orders that conflict with the first law.⁽⁴⁾ As for the third law: the robot must protect its existence as long as this does not conflict with the first and second laws⁽⁵⁾.

It is understood from this that not every robot is capable of thinking, so in order to prove this characteristic to it, it must have the ability to analyze and learn from the environment in which it is located, so that

it can analyze the data and determine the size of the problem and then make a decision.

As for the types of robots, there are many types of robots, and the most important types can be summarized as follows:

First - military robots⁽¹⁾.

Second - Medical robots: They are used in treatment and diagnosis.

Third - Legal robots: robots were used in arbitration, as the newly manufactured robots were provided with high models of artificial intelligence⁽²⁾.

The second topic - Adapting the civil liability of the robot and clarifying the applicable law on the damages it causes:

Jurisprudence differed about adapting the civil responsibility of the robot between contractual, tort and objective liability. Before we enter into the civil liability of the robot, we must clarify two issues: The first issue relates to the inability to recourse to the robot for compensation, because so far the robot has not been recognized as legal personality, and even if we acknowledge recognition of this legal personality that we do not recognize for those who criticized it, the lack of financial disclosure of the robot It means the ineffectiveness of compensation unless a compensation fund is established for the responsibility of the robot, and therefore the doctrinal debate that has been raised and which we will adopt according to the Iraqi civil law fluctuates between contractual, tort and objective liability, so the robot producer or whoever is in the same position is responsible for the compensation. Through these outputs, we will show the applicable law on the civil liability of the robot.

Based on what we have presented, we will divide this topic into two demands. In the first requirement, we will clarify civil liability for damages caused by the robot. As for the second requirement, we will explain the law applicable to the damages caused by the robot:

The first requirement - adjusting the civil liability of the robot producer and the damages to be compensated:

In this application we will try to adapt the different types of civil liability according to their traditional function, and analyze them to show whether they can be applied to damages caused by robots. Because the application of strict, tort, or subject liability to damages caused by robots depends on the circumstances that led to the occurrence of such damages. This is what we deal with in this requirement by dividing it into three branches. We assign the first to contractual liability, the second to objective liability, and the third to tort liability, as follows:

Subsection One: The contractual liability of the robot producer or the like:

If a valid contract arises between the injured party and the responsible person, and the damage is the result of the contracting party's breach of his contractual obligation, then the contractual liability is the one that imposes itself on the judgment of this breach. This saying is true if the robot was damaged by its purchaser. This solution seems sound and easy with regard to the one who received the ownership of this robot from its producer, so there is no difficulty in proving the producer's mistake in this case, since any damage resulting from breach of the contractual obligation achieves the error

corner⁽¹⁾. There is also no difficulty in the issue of compensation for all the direct expected damage, as the grave error will impose itself to compensate for those damages based on Article (169) of the Iraqi Civil Code⁽²⁾. The failure of the product - the robot in our example - to achieve the expected safety makes its producer responsible for any damage to its buyers. In this way, the provisions of contractual liability shall apply, if the robot is not delivered in accordance with the terms and conditions of the contract concluded between the seller (the product or the like) and the buyer⁽³⁾. It is clear that a robot is merely a commodity or a mutual product. Therefore, some jurisprudence believes that applying the rules of traditional liability in case of breach of contract does not cause any problem⁽⁴⁾. It is useless to the producer to argue that there is a clause in the contract that excuses him or reduces his contractual liability towards the creditor,⁽⁵⁾ Because bodily damages cannot be agreed upon as an exemption, they fall within the scope of the grave error stipulated in Article 169, paragraph 3 of the Iraqi Civil Code, on the one hand, and that this agreement is considered a violation of public order, on the other hand⁽⁶⁾.

Finally, we say that the rules of contractual responsibility seem to be the best and easiest to prove to the injured party that the availability of its two conditions - the correct contract and the damage resulting from the contractual breach -, but with that, the contractual responsibility will not fulfill the purpose and will not provide adequate protection if the damage was not inflicted by the recipient of a contract. The solution in the event that the user of the purchase of the robot suffers damages, will

he return to the contractual responsibility of the employer, for example, under the work contract, or can he refer directly to his producer, and what is the ruling in the event that a family member of the purchaser of the robot suffered such damages, and what is the ruling on compensation for moral damages. The Iraqi legislator did not recognize it in the contractual responsibility and limit it to the tort responsibility?

Because of the inability to answer these questions, the jurisprudence considered that this issue will create an abnormal situation and a difference in the treatment of the injured from the same source of damage. Referring to the responsibility of the employer will absorb the moral damage that afflicts the worker, according to Article 1 of the effective Retirement and Social Security Law No. (39) for the year 1971⁽⁷⁾, The same applies to those who were harmed by the robot without a contractual link between them and the producer of the robot, as they have the choice in this case between recourse to the owner of the robot or its actual guardian for compensation according to the rules of guardianship or to fall back on the faulty liability of its producer or whoever is in his judgment, and here it will be preferred. The aggrieved return according to the rules of guarding, which absorb all direct damage on one side, and even absorb moral damage on the other, and therefore the abnormal situation will impose itself strongly in these cases⁽⁸⁾.

To sum up: The contractual liability is characterized by reliance on damage by facilitating the burden of proving the element of error. Once the buyer of the robot or whoever is in his judgment is

injured, even if he was gifted to him, he can refer directly to the producer or those in his judgment based on the theory of accessories according to Articles (536 and 537).⁽¹⁾ of the Iraqi Civil Code. Whether the series of contracts is homogeneous, such as a sale followed by a sale, or heterogeneous, such as a sale followed by a gift ⁽²⁾ or a contract ⁽³⁾. We believe that good faith in contracts is the best basis to sue the seller along with the theory of the aforementioned attachments, and our approach is supported by part of the jurisprudence that the obligation to guarantee bodily damages that result from breaching the contractual obligation, which is called the obligation to guarantee safety, can be established based on Article 150 Paragraph (1) of the Iraqi Civil Code ⁽⁴⁾, which states that: “The contract must be executed in accordance with what it contains and in a manner consistent with what is required by good faith”⁽⁵⁾. In an explanation of the text of this article on the sales contract, we say: Good faith extends to include damages that occur due to the danger of the robot and the damages that may result. And good faith is either by making pre-contractual statements, which is what the contracting party must do towards the other contracting party by making contractual statements (when forming the contract) to find sound, complete and enlightened consent ⁽⁶⁾, and the obligation to disclose - or pre-contractual notification – finds its basis in it ⁽⁷⁾, Or it is a contractual obligation to warn of the dangers of a defective product.

So, it is a requirement of good faith that the contracting party not absolve himself of responsibility towards the other contracting party by inserting a clause in the contract

that exempts him from bodily harm that may affect the other contracting party.

Subsection Two - The Objective Responsibility of the Robot Producer:

European directive resides ⁽⁸⁾, Liability of the producer on the principle of liability without fault (Strict Liability)) in the event that the damage resulted from a defect in the product. If more than one person (manufacturer, supplier or importer) is responsible for the same damage, the liability is joint, ⁽⁹⁾ It is not required according to the directive to claim compensation on the basis of the discovery of fault on the part of the manufacturer. The authors of the directive assert that, according to its provisions, although the applicable system is objective liability that is based on the defect rather than the error, it is nevertheless not sufficient to establish liability that the product causes harm to others. Rather, it requires that the product be defective, and that the defect is the cause of the damage claimed ⁽¹⁰⁾.

Article VI of the European Directive defines a defective product as a product in which lawful safety is not available, which can wait. This is what the French legislator has adopted in Article 1386/4 of the French Civil Code, which says that “a product is defective in the eyes of the law when it does not comply with the safety expected of it by law.”

We believe that the application of objective responsibility to the product in its current state is very difficult, because it is not possible to determine the defect of the product in situations in which damage occurs as a result of behavior learned by the

robot from the environment in which it is used, and therefore it is difficult to accurately determine the defect that led to the damage⁽¹⁾, This is on the one hand, and on the other hand, we say that there is no legislation in Iraq that establishes responsibility on the basis of defect, or what is called objective responsibility.

The Iraqi Consumer Protection Law No. (1) of 2010 defined the producer called (the supplier) in Article One VI as: "Every natural or legal person who is a producer, an importer, an exporter, a distributor, a seller of a commodity or a service provider, whether he is an original or an intermediary." mother of an agent. It is worth noting that the Iraqi legislator has tried to make everyone who transports the commodity into the hands of the consumer responsible, but he did not clarify the rule of solidarity with regard to the multiplicity of officials, nor did he specify any time period during which the consumer can refer to the producer or those in his judgment if there is no agreement on Warranty between the consumer and the producer.⁽²⁾ He referred to the general rules of civil law in the event of the consumer suffering bodily or material damage.

Section Three - Tort Liability of the Robot Producer:

Tort liability is the general liability system that is applied to the civil wrong committed by one person against another person without there being a contractual relationship between them, and it means the obligation of the person to compensate for the damage arising from his fault or the fault of those under his control or things under his control, such as an animal or

Building or other inanimate objects⁽³⁾, Within the limits established by law,⁽⁴⁾ It is worth noting that the Iraqi legislator did not regulate special provisions related to determining the legal liability of the robot, and therefore the text of Article 231 imposes itself if the damage was caused by the failure to exercise the required care in guarding by the owner of the robot (buyer), in the event that third parties suffer damage resulting from The robot, but if the purchaser of the robot suffers damage resulting from it, we can only apply the provisions of contractual liability as mentioned above.

However, in some circumstances, and at the time of the damage, it is difficult to determine who has the authority to control the robot, for example, if its owner lends it to his friend, does the borrower become his guardian? Is the ruling different if the contract is a deposit contract?

Jurisprudence has recognized in certain circumstances the transfer of custody, as it considers that the obligation to guard can be transferred to one of the persons to whom the owner entrusts the use or preservation of the thing, and who has the right to manage and supervise it, and take the necessary measures to prevent damage⁽⁵⁾, The custodian of a thing is not necessarily its owner, as it can be the borrower, the renter, or the one entrusted with it,⁽⁶⁾ And in the case of the theft of the robot, the guard is transferred to the thief, and there is no effect because his control over the thing is illegal⁽⁷⁾, What matters is actual control⁽⁸⁾, Not under legal control⁽⁹⁾.

There is also a tendency in jurisprudence to distinguish between guarding formation

and guarding use ⁽¹⁾, given the complex nature of things, in particular AI-based robots. The first is left to the manufacturer, who has more information about the function of the product than the custodian, and the second is left to the custodian ⁽²⁾. However, this distinction raises many practical difficulties for the injured, which is to know the cause of the damage ⁽³⁾, Is it due to the components of the thing or its use, which leads to the loss of the main benefit of being responsible for things, which is the exemption of the injured from searching for the cause of the accident ⁽⁴⁾.

As for the position of the Iraqi legislator regarding the issue of lending the robot to a person and this robot caused harm to him or to others, here we distinguish between two cases by combining the naked texts (Articles 850-860) of the Iraqi Civil Code:

The first case: If the damage caused to him or to a third party is the result of a defect in the robot: here the lender is responsible for this damage, and the borrower returns to him by guaranteeing all the damages incurred by him due to that defect if he guarantees the safety of the robot or hides its defect ⁽⁵⁾.

The second case: If the damage to the borrower is the result of the borrower's misuse of the robot, then there is no guarantee on the lender towards the borrower, unless he fails to inform the borrower about the danger of its use and guarantees it, whether the damage affects the borrower or otherwise. ⁽⁶⁾

I think that this ruling is consistent with the lease agreement ⁽⁷⁾ and the deposit ⁽⁸⁾

We still have one last question about the extent to which it is permissible to agree on mitigating or exempting tort liability. We answer this question in the negative, because the rules of tort liability are from public order, so the responsibility of the producer can be tightened. As for exemption or mitigation, it is not permissible because it is related to public order, whether this agreement was made before the damage occurred. ⁽⁹⁾ But it is permissible to do so after injuring the victim by concluding a reconciliation contract between the injured party and the producer ⁽¹⁰⁾, This is based on Article 704, Paragraph 2 of the Iraqi Civil Code ⁽¹¹⁾.

The second requirement: the law applicable to damages caused by the robot:

After we have recognized that the responsibility of the producer or holder of the robot ranges between contractual and tortious liability, which does not go beyond the framework of the research, we have left to ask about the applicable law for the damages caused by the robot.

The answer is different if a third party wanted to file a lawsuit against the producer or owner of the robot based on Article 231 of the Civil Code than if the injured party was the purchaser of the robot or the one who guarded it according to a contract between him and its owner, then he returns under the contractual responsibility to the owner of the robot and has no right to recourse against Its producer because there

is no contractual relationship between them.

With regard to tort liability, many Arab laws have gone to subject non-contractual obligations to local law ⁽¹⁾, in which the incident giving rise to the obligation occurred, and this is what was stipulated in the first paragraph of Article (27) of the Iraqi Civil Code, which stated: ⁽²⁾.

It is the local law that determines the basis on which the responsibility of the robot guard for the harm it causes to others is the penalty for the robot's action with regard to whether it is an error that must be proven, or whether it is an assumed error that can be proven or not, and it is concerned with the conditions and basis of responsibility and cases of denial ⁽³⁾, Noting that the conditioning of the assumption of error is subject to the subsequent conditioning and is not considered a preliminary conditioning subject to the law of the judge's country, unless the legislator in the law of the judge's country makes each of the responsibility for personal actions and responsibility for things an independent basis of attribution ⁽⁴⁾.

The local law here means the law of the place where the robot act took place and the damage was caused, for example, the owner or guard of the robot is responsible for the damage caused by the robot when the error and damage occurred in the same country ⁽⁵⁾.

Although the rule of application of local law is taken by the majority of laws, it is not absolute and there are exceptions to it that are outside the framework of our research.

Also, the application of the rule of the law of the place of occurrence of the harmful act is a result of considering that this law is the most appropriate to the special international relationship, so there is no difficulty in determining this law if the harmful act occurred and the damage was achieved in the territory of one country, because the compensation claim is subject in this case the law Your Excellency, however, there may be difficulties that may arise with regard to our research in the following cases:

First: Contractual liability mixed with non-contractual liability: Civil liability arising from a harmful act is mixed with contractual liability arising from breach of a contractual obligation, which often leads to a difference in the adaptation of liability and whether it is contractual or tort? . The law governing adaptation is the responsibility of the judge to determine the basis of the contract, whether it is based on contractual liability or tort liability. It is true, and the damage resulted from a breach of the contractual obligation. Here, the liability is contractual, and what is stipulated in the first paragraph of Article 25 of the Iraqi Civil Code, which states: (The law of the state in which the contracting parties have the common home of the contracting parties shall apply to contractual obligations, if they are united, and if they differ, shall apply. The law of the country in which the contract was concluded, unless the contracting parties agree or it appears from the circumstances that another law is intended to be applied.

Second - The difficulty of determining the local law when the elements of responsibility are

distributed over the territory of several countries:

If the robot is an automatic responder and insults others because of a defect in it, for example, while it is in Iraq, and the other is in another country, and the most correct in jurisprudence is to give the injured person the right to choose the law that is best for him, which may be the law of the state of error, or the law of the state of harm ⁽¹⁾, Note that this opinion does not contradict the text of Article 27, paragraph 1 of the Iraqi Civil Code.

With regard to contractual liability, we say that the law to be applied to it is what is stipulated in Article 25, paragraph 1 of the Iraqi Civil Code, which states: "1. The law of the state in which the contracting parties reside in shall apply to contractual obligations if they are united, and if they differ, a law shall apply to the contractual obligations. The state in which the contract was concluded, unless the contracting parties agree or it appears from the circumstances that another law is intended to be applied.

Based on this text, the Iraqi legislator has set several attribution controls through which the law applicable to the responsibility of the robot producer or whoever is in the same position as its owner may relinquish his possession under a contract between him and those who gave up possession of the robot in his favors, which are:

a. The law of express will:

This law is represented by the explicit choice between the contracting parties of the law of a particular state by including it as one of the clauses of the contract, so it

will be applicable in the event of a breach of the contractual obligation. If the robot was imported from Japan and it was agreed that the applicable law in the event of any conflict is the Iraqi law, then the Iraqi law is the chosen law and must be applied, whether the lawsuit is filed in Iraq or in Japan. ⁽²⁾

B. The Law of Implicit Will:

If the contracting parties have not agreed on a specific law governing their contractual obligations, the implicit will is extracted through what the judge discovers for the purpose of determining the applicable law, as if a clause is included in the contract that the Iraqi courts are the ones to consider the dispute if it arises between the two parties. Considering that this agreement is a presumption of the application of Iraqi law. ⁽³⁾

c. Law of the Common Domicile of Contractors:

If both contracting parties are domiciled in the same country, then this law is applicable even if the two contracting parties have concluded their contract in another country. This law is considered a backup officer that is not resorted to except in the event that the law of the express or tacit will is not known ⁽⁴⁾.

D- Law of the place of conclusion of the contract:

The law of the country of concluding the contract is applied if the law of the will and the common domicile is not reached, and the arrangement is gradual as we presented and not by choice. ⁽⁵⁾

Conclusion :

In our research, we found a number of results and recommendations, which we clarify in the following points:

First - the results:

Among the most important results we obtained are the following:

- 1- We cannot consider a robot as a guardian, a follower or an agent, and the robot may not be held accountable for the damages caused by its actions, due to the fact that it does not have the legal personality that allows it to enjoy independent financial disclosure.
- 2- The person responsible for the damages of the robot is determined in the idea of guarding based on the type of guard. If it is proven that the damage is due to an internal defect in the machine, he asks the configuration guard “the manufacturer and programmer” and if the damage is due to misuse, he asks the guard of usage “the investor or the user.”
- 3- The theory of the human representative according to European civil law, means that the manufacturer, owner, user or operator is the representative of the robot and bears responsibility for compensating the injured as a result of operating errors by force of law, and that the basis of the theory is the transition from a system of guarding things with supposed error, to a system Prosecution of error and duty to prove.
- 4- The robot cannot be held accountable for the infringement committed by it, since it is a machine that is moved by programming, and the owner or holder of the robot is responsible for it towards others according to the theory of guarding.
- 5- We also learned that the Iraqi legislator did not allow compensation for moral damages in contractual liability, even if it resulted in bodily harm, although we have an interpretation of Article 169, paragraph 3 of the Iraqi Civil Code in line with what the jurist Abdul Razzaq Al-Sanhouri said, which is represented by the reversal of responsibility from contractual responsibility. To tort in the event of fraud or serious error, this does not mean a reversal of it, and the aggrieved person assesses it on the basis of tort liability. Rather, the extent of compensation will extend to include all direct damage, including moral damage. Because saying otherwise would create an anomaly that would allow full compensation to third parties and not be allowed by the contractor who is often the buyer of the robot and who has paid money to get it.
- 6- The law applicable to the damage caused by the robot ranges between the law of will and other attribution controls decided by the Iraqi legislator and the tort responsibility that finds its basis in guarding, but what should be noted is that adapting the dispute presented to the Iraqi judge to reach the applicable law It is done according to Article 231 of the Civil Code, because according to Article 17/1 of the Iraqi Civil Code, the adaptation is subject to the law of the judge’s country (ie, the Iraqi law in our example), and the terms and conditions of custody are according to the law of the place of the incident that created

the obligation because it is a subsequent adaptation.

Second - Recommendations:

1. It is envisaged that the judicial decisions that will be issued by a sober judiciary will play a role in developing the legal concepts related to creating an integrated legal organization, especially with regard to the issue of adjusting civil liability resulting from the damages caused by the robot.
2. It is necessary to pay a degree of attention to aspects related to consumer protection when developing special attribution rules related to determining the law applicable to issues related to the use of modern technologies, including those related to the purchase, supply or sale of robots, as well as the attribution rules related to tort liability that may find a place. To apply for accidents resulting from its use, so that the injured party is given the option to specify the law applicable to the accident, as long as it is not the party causing the error that led to the realization of the damage.
3. It is important to set attribution rules specific to the applicable law, provided that they are sufficiently detailed to cover the assumptions of the existing overlap or interference for the damage caused by the robot.
4. Invitation to codify the rules of private international law in its narrow sense, as the available rules in the civil law in force provide only a general treatment in the fields in which these rules apply, which means that there is a necessity towards adopting detailed texts to define the law

applicable to the categories of legal relations that include a foreign element, and on the guidance of the trends of jurisprudence and modern legislation.

5. Invitation to the Iraqi legislator to address the issue of compensation for moral damage in the contractual responsibility to address the abnormal situation that will be achieved in the examples that we have given in our research.
6. Amending the text of Article 169, paragraph 3, which states: "If the debtor has not committed fraud or a serious mistake, the compensation shall not exceed what is normally expected at the time of contracting in terms of loss or gain."

The proposed amendment is as follows:

"If the debtor has not committed fraud or a serious mistake, the compensation shall not exceed what is normally expected at the time of contracting in terms of loss or gain that is missed. The compensation includes, in addition to physical damage, moral damage as well, whether it arises independent of the bodily injury or was generated by it."

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