I shall address some emerging dimension of contracting in the ICT-based infosphere, focusing on artificial contractors (contracting algorithms/intelligent agents) and on active (self-enforcing/self-monitoring) contracts (contractual algorithms).

First I shall address the embeddedness of contractual activities in active, responsive, and connected informational environments. I will argue that in such environments a vast expansion of contractual interactions is indeed likely, since contracting enables distributed autonomous collaboration between humans and diverse artificial entities, and between such entities. Contractual relations will be established with both virtual and physical artefacts, as interactions with physical artefacts takes place through their interconnected digital interfaces.

I will then distinguish two dimensions of artificial agency, mere automaticity and autonomy, and focus on how contracting make take place with and between autonomous artificial entities. I will characterise the idea of artefactual autonomy as including three aspects: independence of action, high level cognitive skills, adaptive/teleological architecture. I will deploy the concept of cognitive delegation to characterise the peculiarities pertaining to entrusting contract-making to artificial agents, relying on their ability to collect information, process it, and adopt appropriate choices on the basis of their knowledge.

This will lead me to consider, whether and to what extent we need to change our legal conceptions for dealing with autonomous artefactual contractors, and in particular, whether we need to assume that artificial autonomous contractors are "mere tools", so that all of their declaration (and accompanying attitudes) must be traced back to their users. I will argue that, on the contrary, we may attribute intentional states (intentions, goals, and beliefs) also to computer systems, and that such systems may have indeed ability to perform declarations and engage in commitments. Even though artificial agents have no legal personality, the commitments they undertake can be legally binding, having effects on their human or corporate users. In fact, while not possessing a human psychology, a computer system may possess those basic attitudes and capacities that are needed for the purpose of engaging in contracts, at least to the extent that attitudes and capacities in a computer system are needed to finalise and express a contractual declaration.

Therefore, in principle, we will be able to apply the basics of contractual law also autonomous artificial contractors. Adjustments may however need to be devised, considering that algorithmic contractors may possess certain contractually relevant capacities (e.g., critical reflection, ability to understand contextual information, etc.) to a sub-human level, while possessing other capacities (e.g., speed, ability to processing vast amount of digital information, etc.) at super-human level. The law also has also to cope with the interconnectedness of computer systems, whose cognitive processes may involve distributed intelligence. The analogy with human organisations may be relevant in this regard.

Finally, I shall address the emerging automated contracts, which themselves, become informational agents, able to implement their clauses without the active participation of the contracting parties.
I shall argue that a boost to contracting is likely to result from the combination of autonomous contractors and automated contracts. Autonomous contractors may indeed prepare and agree upon automated contacts, while the latter may provide for the impartial implementation of the agreement.