
Legal Responsibility Arising from Intellectual Property in The Age of Artificial Intelligence

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Abstract

The tremendous development in the field of information revolution -in the modern world-has led to have new copyright infringement through the digital environment. Therefore, there had to be a revolution in law to standing against the information revolution to put a limit for the copyright infringement in the digital environment. Also, it has become necessary to resort to new protection techniques which are presented in more effective technology arrangements by the writers to form a strong deterrent for any kind of copyright infringement. This will enable them to have control over their workbooks and prevent others to reach them, unless they are authorized. The technology development has led to have new technical means that revoke the arrangements set by the writers, and as a result having free of charge workbooks. Thus, this study manifests the extent of confrontation of the Federal Law No. 7 of 2002 of copyrighting against the cases of evading the technical protection used by the copywriters, and the extent of its harmony with the provisions of the international conventions, specially the first internet treaty (WIPO Copyright Treaty-1996) and the second internet treaty Performance and Phonograms Treaty-1996).

The great development in the field of information technology has had a tremendous impact in all walks of life, but it has created challenges that differ in nature from those that existed before the invention of the Internet. Issues arising from copyright and associated with modern technology, including the Internet

Through this research, the researcher will deal with the legal protection of technical measures in the digital environment in accordance with the UAE law in the first topic, and the international protection framework in the second topic
research importance:

The importance of this study lies in the fact that it deals with the issue of making copyright available in the digital environment in accordance with UAE law. The emergence of digital works has led to the necessity of establishing controls to protect copyright and neighboring rights from various aspects of infringement, and then this study came to present a perception of the violations and to reveal ways of Providing protection for these rights, whether in the UAE law or international conventions, as the ease of piracy acts in the digital environment has led to the loss of the rights of authors, whether literary or financial, and the author faces great difficulties in protecting his right.

Keywords: contractual-liability, artificial intelligence, responsibility, damage, infringement.

Introduction:

The obligation is the point of convergence of the regulative way of thinking of common regulation and, truth be told, of all general sets of laws. Common responsibility is one of the significant issues since it connects with the vast majority of the freedoms of individuals at present arrangement; each individual has the option to safeguard his privileges, no matter what their source. The UAE administrator understood the significance of community obligation, coordinated it, and planned it as per extraordinary standards, near Islamic regulation (Law). At the point when it specified from the Common Exchanges Regulation that: "In the absence of any applicable provisions in this regulation, the designated authority shall establish regulations consistent with Islamic law."

On the other hand, things he gets some information about it. Obligation, generally, is characterized as: "The assent coming about because of disregarding one of the obligations shared with an individual, whatever the wellspring of this obligation". A common risk is "the commitment of an individual to repay the harm he caused to someone else on the grounds that he penetrated a commitment forced on him".

In this study, we will expose the fallacy or damage in the causal relationship between man-made reasoning, the harmful demonstration it produces, and the legal accountability for it.

A- The Contractual Liability for Artificial Intelligence:

Legally binding obligation doesn't have any significant bearing except if the circumstances for its application aren't met. The punishment comes about because of penetrating legally binding commitments in light of the fact that the agreement is the legislation regarding contracting parties, so it's important to regard its substance and not disregard it. The obligation should be held by the client to the contract who disregarded the details of the agreement, and remuneration should be caused. How many remunerations is spread out in the actual agreement, and in the event that it's not indicated, the court can decide it upheld the misfortune endured by the setback.

Harm is the underpinning of common risk regulation, common responsibility in Egypt depends on blunder though in the UAE, it is concluded by a demonstration of damage.

Government High Court expresses; "Each mischief to an outsider obliges the practitioner to ensure the damage, and that the court should inspect the three components of obligation, which is the event of the encroachment, that the practitioner doesn't reserve the option to play out the demonstration from which the damage happened, or purposely that demonstration..."

Here, the examination raises the investigation of two speculations that might confront the harmed when the harm happens, which are: to be the machine or the development of man-made consciousness, For example, self-driving cars and smart robots working in the modern and clinical sectors, as well as devices that work independently of people. In this case, the main speculation is that the nodal obligation comes into play, and the second speculation is that the proposal is claimed by a few of the culprits including those who are responsible for working it when something bad happens, which brings up the issue of non-authoritative responsibility.

Understanding, the basic structures, rests on the triangulation of act, harm, and the causal relationship between them as the basis for authoritative responsibility. Also, the last's liability is laid out. It is verified that he didn't carry out what he was focused on.

First, there must be an actual agreement between the parties (in order for the agreement to be completed, the parties must agree on the agreement's fundamental components), second, one of the parties must breach one of the commitments of that agreement, & third, the party breaching the authoritative commitment must do so because of the debt holder, and finally, the casualty will be the bank.

" For this, the examination is necessary on the idea of mistake and the components of blunder. "

A1: The error:

Blunder, a foundation of legally binding responsibility is the indebted person's inability to play out his commitment emerging from the agreement. deliberately/carelessly.

The types of mind-boggling mistakes are outlined in:

The worker for hire's inability to play out his commitment completely or somewhat.

- "Postpone in execution."
- "Mistakes in implementation, in that they do not conform to the agreed-upon framework."

The relating obligation regarding man-made reasoning depends on the accessibility of three mainstays of the first is: the legally binding blunder, which is the disappointment of the proprietor of the machine, or the proprietor of the development, to carry out its commitments emerging from the closed agreement, or the defer in the execution of these commitments or flawed execution, and furthermore: the harm, which is: "Each mischief that an individual incurs for his body, cash, honor or friendship", (and assuming that the mischief is caused by a break of a legally binding commitment, pay is to be made as per the arrangements of the agreement ensure).

third: the causal relation, at which the presence of harm from a mistake isn't adequate, however, should be the blunder, (the unsafe demonstration), by the same person who caused the harm, and the leaser bears the weight of demonstrating causation, which is expected, the same length as, the bank lays out proof of both the blunder and harm, the debt holder bears the weight of trying to deny the causality and for failing to honor the execution of the agreement is because of an unfamiliar reason, and the unfamiliar reason might be force majeure or An unexpected occasion, the casualty's shortcoming, or the issue of an outsider.

That is, on the off chance that the man-made brainpower machine committed an error because of an imperfection in its modifying, which prompted for an outsider contractor to fix it. The outsider, here, would reserve the option to guarantee the refutation on the agreement by documenting a nullification claim versus the developer or planner who is the first partaker of the agreement.

It is also reasonable for a third party to demand payment from either the software engineer or creator for the damage he caused. Also, the last choice can make a reference to the person who made the savvy program, since he is responsible for the mistake in the coding and plan of such a program.

Additionally, outsiders might guarantee not against the developer or architect but rather against the financial backer or client of the insightful program who fostered the product or the fundamental calculations to make up for the harms brought about by him in light of wrong programming or calculations.

Here, the inquiry emerges about how common obligation can emerge for the blunder radiating from the man-made brainpower machine without the software engineer's shortcomings or the data section.

In principle, the analyst accepts that it is feasible to give progressed ages of man-made brainpower machines with the capacity to work freely and not just naturally. That truly intends that through the improvement of man-made brainpower, these machines will actually want to arrange, arrange, and adjust the guidelines they contain and inspire directions New and investigated. Here the issue might emerge questioning the proprietor for the hand in the innovation in the field of common responsibility and the demonstration of hurting creative projects assuming there is no assembling deformity and erroneous programming was sent by the financial backer.

"Others can't allude to the shrewd program as an autonomous legitimate individual since it doesn't have the lawful ability to close agreements, and in this way, there is no authoritative obligation. Does the UAE general set of laws require the improvement of exceptional regulations for artificial intelligence?"

A2: Damage:

- The Concept of Damage

Harm is defined as "a real bad thing that happened to the lender and a bad thing that got worse as a direct result of not being able to keep a promise."

The concept of damage is in the understanding and genuine premium of the harmed individual, in his cash or individual, or at the very least the mischief caused for an individual as a result of one of his privileges, and damage is the fundamental and critical component of legally binding liability. All things considered, it is the premise of this obligation since it is the object of the commitment to redress, so the pay is designated and expected. How much pay relies upon how much harm.

An illustration of this in computerized reasoning is on the off chance that a clinical robot utilized in the treatment and careful tasks analyze a particular condition. The task was done to get rid of the gallbladder, and the robot got rid of another part that wasn't needed.

Certain people distinguish between the terms "unsafe" and "hurtful"; the former refers to unmistakable and fundamental moral components, while the latter refers to the adjudicator's monetary assessment of these components. Getting pay and when the harmed individual demonstrates his entitlement to get remuneration will emerge, and the date of the harm.

A3: Terms of Damage:

Fiqh embraced a few circumstances that should be satisfied, and these circumstances are gotten from the pertinent lawful texts, however their numbers contrast. Four, however the one which incorporates these sentiments views that as the greater part of them manage similar decisions and the distinction between them in combining more than one condition; given the presence of a huge collection of statute writing, we will take a gander at these terms to some degree momentarily, as per the accompanying division:

"It is important to determine when the harm happens in the authoritative risk for computerized reasoning, that few circumstances are sourced:"

- Damage To Be Realized:

The harm caused by the event will be evaluated by the adjudicator. The harm is significant because it is a misfortune caused by the harmed individual or a lost increase. "As though a traveler going on a traveler transport supported a physical issue that caused him an extremely durable inability that delivered him incapable to work all through his life, then, at that point, he will reserve the privilege to make up for the harm that he will maintain. Without a doubt, from now on, because of this deficiency.

- The harm should be immediate:

Direct harm is the normal consequence of non-execution or defer in satisfying the commitment. "

Expected Damage:

- "Subsequently, there is no pay for it, in contrast to in misdeed for direct harm, regardless of whether it is unforeseen. "Direct harm should be predictable, and it is typically the predictable harm when the agreement is closed. With respect to startling harm, the contracting gatherings won't go to it."

- Causation

It isn't adequate for the borrower's authoritative obligation to hurt the loan boss. All things considered, there should be a causal connection between the debt holder's misstep and the harm straightforwardly emerging from the blunder. The third is the causal relationship's mainstay of obligation, an error-free component. The borrower and there might be harm to the leaser without that mistake being the reason for the harm. "

At the point when he demonstrates that the harm he has caused results from the account holder's inability to carry out his legally binding commitment. The borrower should deny the causation by demonstrating that the harm is because of an unfamiliar reason he had zero influence over, for example, force majeure or an unexpected mishap. On the other hand, the shortcoming of the loan boss or the issue of a not outsider supplant him in that frame of mind of the agreement. The rule is that demonstrating a causal relationship falls on the bank guaranteeing pay.

B: How Ai and Causation Can Cause Harm:

A hurtful demonstration/mischief in general is an infringement of the harmed individual's genuine premium, either in cash or in person (16).

"The risk that comes from breaking a legally binding promise is called legally binding responsibility. The obligation that comes from breaking a promise that isn't legally binding is called a misdeed, non-legally binding responsibility, or responsibility for a confusing show of force." The harm and the causation relation the mainstays of common obligation emerging from clever equipment or development.

Besides, it is chosen by the Government High Court's legal executive under Article (282) of the Administrative Common Exchanges Regulation, "Each damage to others obliges the practitioner, regardless of whether he is no discriminator, to ensure the mischief."

Besides, the accompanying article, the law specifies that "the damage is immediate/causing, and assuming it is immediate, the assurance is essential, and there is no condition for it."

In the event that an imperfection in the contracted robot caused the harm, others were hurt. Thus, the harmed individual has the option to allude to the workplace with a case for destructive demonstrations. Obligation for hurtful demonstrations is for the most part characterized as "the circumstance emerging outside the extent of the agreement, and the wellspring of obligation to it is the Sheria". " For risk, for unsafe demonstrations to be laid out, three points of support are required: the encroachment, the mischief, and the causal relationship.

B1: Error/Infringement.

"Encroachment" signifies a deliberate or unexpected deviation in the way of behaving that an individual should stick to in any case or oversight.

In view of the former and notwithstanding the legitimate distinction in deciding the method for the substance of the mistake, its premise in the lawful obligation that we have made sense of and nitty gritty is as per the following:

1. "The encroachment component (the substantial component of the blunder):"

Encroachment is a violation of the general legal promise to not hurt other people. It is a complete departure from how a normal person should act because it goes beyond the limits that a person should keep in his behavior. For instance, the law recommends lighting vehicles around evening time and not surpassing an accessible speed. Following the law is an encroachment, and the encroachment happens in the event that an individual purposefully hurts another, i.e., deliberately.

In such manner, the model on which the encroachment is predicated has been introduced as a part of the mistake, as far as whether the basis is emotional or objective, where the emotional rule alludes to the abstract individual seeable of the individual from whom the way of behaving happened, so this way of behaving or move should be thought about moreover to making viable a lot of contemplations, including age, orientation, legitimate status. Furthermore, the conditions of the general setting in which the test was done. This means that while holding an individual strictly liable, we look at how much he appreciates the work he did. This means that a person can't make a legal mistake unless he accepts that he made a mistake.

Concerning the objective rule, it takes a gander at the way of behaving of the natural individual or the standard individual in the very conditions that encompass the practitioner, so the demonstration is classified as an encroachment on the off chance that the conventional individual doesn't perform it in similar conditions in which the capable individual was, and the demonstration isn't arranged as an encroachment on the off chance that the normal individual acts in similar conditions in which the mindful individual was.

As needs be, embracing the individual model shows the genuine abstract contemplations that require the specialist to uncover. Likewise, to the way that they contrast starting with one individual then onto the next, One could say that perhaps the absolute standard and the destiny of such an average person was the most logical starting point. This is what both the French and the Egyptians agreed on when it came to common sanctioning.

This is because their thoughts are evident and understood, and they don't change based on the person. This helps get rid of bias among people when it comes to the possibility of payment.

It guarantees that it doesn't fluctuate starting with one practitioner then onto the next. Consequently, we are before the guideline of correspondence for all practitioners so the public outcomes in recharging is accomplished.

B2: The Mainstay of Discernment or Segregation (The Ethical Component of Mistake):

The discernment here implies that the infringer can segregate among revelation and classification. Article (158) of the United Arab Emirate's Common Exchanges Regulation states, "the non-discriminator youth has no alternative to spend his income and all of his activities are Unlawful," thus he is aware that the harm he creates extends beyond himself. Furthermore, is diverged from Article (164/1) emphasizes the need for separation by claiming that a person is accountable for his illegal actions when he gives them and is the discriminator of them, and that the insane are not responsible for their dangerous actions to others, while infringing on the rights of Others. And from an unmistakable break of the obligations similar to these privileges, in light of the fact that, the lawmaker's talk on these obligations is coordinated to individuals with separation, and assumes in everybody the stock of separation and opportunity. He anticipates the possibility of the damaging results of his actions, excluding any indication that he understood at the time of execution of said harmful demonstration without separation, or absence of opportunity.

Appropriately, the non-discriminator child is insane and has lost his faculties as a result of an accident. Like the alcoholic, debilitated, and trance inducer. These are not considered responsible for their activities' backwardness of understanding and segregation.

B3. Harm:

-The idea of harm:

Harm is a big part of misdeed risk, and making a mistake isn't enough for misdeed responsibility. In any case, this mistake should bring about mischief to other people, and harm semantically is: "against the advantage, or at least, you hurt the proprietor and advantage from it."

"There is more than one kind of mischief. It is mischief to other people, and the damage here is unmistakable or moral. The mischief is arranged by the unmistakable or the ethical advantage."
Harm pictures".

"The harm coming about because of mishaps with savvy machines (robots) might be unmistakable harm since it will influence an individual's cash, which could be lital harm to the individual's standing and honor."

1. Substantial Harm:

The individual experiences one of his freedoms connected with his monetary responsibility. However, it is the monetary loss and lack of profit that the casualty suffers, and it is not entirely set in stone by a measure of cash as though an individual was harmed because of a self-controlling vehicle was harmed and experienced an actual handicap." "Given the existence of the harm, the location of the injury, or the nature of the impairment preventing the victim from acquiring, such mischief should be within reach." "possibly that the harm occurs from here on out, however it should be guaranteed that it happens. As though the harmed individual is harmed, this injury will deteriorate, coming about in, for instance, removal or super durable handicap. Here the quick loss of the individual is redressed, and the appointed authority can offer the harmed individual the chance to at long last re-visitation of the individual during a particular period to gauge the pay's worth.

2. Moral Harm:

In the event that the unmistakable harm is that the mischief caused for the casualty in an extremely non-monetary premium, then the ethical harm comprises a harm to the mental perspectives and moral contemplations that make the mental and profound presence of the impacted individual." Harm to a person's reputation or physique can be just as damaging as damage to his bank account, and both types of damage are handled in the context of the violation of moral and moral values. Moreover, one's demonstration is capable of causing either form of harm. As in the case of the accident in which the victim's substance was deformed, this type of injury might have both physical and moral implications. In the case of a female victim, the moral injury is related to the mental suffering he endured as a result of the deformation, and the physical harm is related to the physical deformities that occurred as a result of the deformation.

Damages resulting from the use of artificial intelligence are subject to judicial liability in the United Arab Emirates, with the requirements for such damages being laid out in Article (22).

The following are examples of several kinds of mischief:

Doing injury to the human body morally, such as through inflicting wounds or distorting the body via a demonstration that is detrimental to the human body. Moral injury to human honor, such as criticism, affronts, and foul unceasing attack on his nobility, and moral harm that effects the sentiments and sensations of the individual, such as the assault on his conviction and his ability to practice his confidence. As a bonus, moral harm is done to a person in a good way by using his name or family name in a real or illegal protest.

B4: Terms of Damage:

- The harm done by the conflict has a ripple effect, influencing the legal rights and region of the individual who was impacted.

- If the harm has a lawful reason or is on a genuine region, it is compensable. However, doesn't disregard public request and ethics. It falls on the spirit and kills it, and all physical processes are upset. In addition, this part of this obligation initially incorporated the wrongdoing obligation, the premise of which is discipline(25). The Harm should be private to the individual guaranteeing it.

A solicitation for pay is just acknowledged from the oppressed individual or a legitimate limit, like the specialist or the overall replacement. That is just from the uses of the "no claim without interest" rule. A claim called an individual claim is founded, and this assignment stays in any event, for the people who are not able to document it as an absence of mindfulness. What is implied by this condition is that the Harm is by and by distress on the candidate (the offended party), so the Harm is to the casualty's body or cash.

- Causation:

Causality is the third mainstay of obligation, a free mainstay of blunder or harm.

The law recognizes the causation relationship as "an immediate connection between the misstep committed by one individual and the damage incurred by another, which is the harmed." The reason for hurt is a three-sided relationship comprising of an action word, a subject, and an impact” .

Furthermore, since this is not sufficient for duty to exist, one person made a blunder or cruel demonstration, and another person was harmed as a result. However, if the petitioner can show that the injury resulted from an external factor over which he had no control, he can disprove the existence of a causal link between the alleged wrongdoing and the resulting damages.

According to the expert, the foundation of responsibility rests on the existence of a causal relationship between deed and damage. It isn't enough for the demonstration to happen and for damage to be caused for common risk to happen. All things considered; this act should be the reason for this damage. Aside from this, the importance of the causal connection among act and damage. Since, without the accessibility of this relationship, there is no liability, nodal and non-legally binding liability, between the software engineer and fashioner. On the other hand, the proprietor of smart projects (robots) gives three points of support, the activity, which is the blunder, or the harm that is addressed in their inability to carry out their commitments emerging from the agreement or Defer in the execution of these commitments or deficient execution, the harm is demonstrated. There is a causal connection between the demonstration and the harm.

Conclusion:

The scientist arrived at a bunch of resolutions and suggestions. Concerning the issue of common responsibility for the legitimate risk coming about because of the creation in the time of man-made reasoning, this issue actually experiences an absence of administrative guideline because of the shortfall of specific lawful texts directing the activities of this development of harms and results. Since its administrative texts govern the regular and legal individuals authorized by law that character, the fundamental rules of the UAE Common Exchanges Regulation can be used to demonstrations of the development.

"Here, the scientist will introduce the main outcomes that have been recorded, and afterward the analyst will depend on recognizing the main proposals that the Emirati administrator needs to execute by and by:

Results:

1. Recent advancements in mechanical technology have driven the assembly and design of more intelligent machines. Man-made intelligence technology, "that has begun to also be utilized throughout various fields of life, including" "industry, farming, wellbeing, training, homegrown help, and armed services perspectives," among others "because of their own exactness throughout tasks and their capacity to keep going for a very long time." long compared to people.
2. "The idea of intelligent devices has been characterized as a device customization done electronically as per computerized reasoning innovation, as it can break down and pursue suitable choices in various conditions and environments."
3. To compensate victims and ensure their safety in accordance with the law, "the UAE administrator drew out an assurance on the duty for items and machines and devices that demand unusual intelligence, including dazzling machines." This blunder is to be expected, and the other side can't be shown until the novel cause is spelled forth, so as to lessen the burden of proof for any claims made against the casualty in order to ensure admission to one side to pay.
4. "The causal connection between the demonstration of the savvy machine and the mischief to the impacted individual depends on an assembling/programming deformity in production of brilliant machine, that are controlled of the proprietor, administrator or client, over its activity."
5. "Remuneration is the principal motivation behind the common obligation framework, and pay is reached out to responsibility for harms of savvy machines. Whether it is remuneration in kind, or consequently to incorporate genuine and moral harm, the individual answerable for paying pay might pay his obligation by demonstrating the unfamiliar reason."

Recommendations:

1. "The analyst suggests, the lawmaker, the need of authorizing exceptional regulation managing. All parts of the potential mischief brought about by robots working with man-made consciousness programs and their projects," in the entirety of its angles, "demonstrate instances of protection infringement by computerized reasoning projects, as well as instances of cross-over of the hurtful demonstration between more than one party."
2. "The requirement for authoritative mediation with new standards deciding obligation for remuneration for harms brought about by wise machines," "as indicated by the kind of the machine; in light of the issue of man-made reasoning and not the proprietor, designer, producer, client or administrator."
3. "The incorporation of technical subjects and the development of cutting-edge technologies into classroom curriculum at an early age facilitated the spread of a humanistic worldview, scientific inquiry, and technological innovation across the country."
4. "Growing the foundation of cutting edge places and labs for innovative work in man-made brainpower innovation."
5. "The need for collaboration between Bedouin nations to foster Middle Easterner developments in computerized reasoning and to grow the holding of nearby and global contests in this field."
6. "It conducts more in-depth legal investigations and hosts worldwide conferences to research and discuss about the problem of understanding the legal duty of intelligent machines in the age of man-made intelligence that threatens this existing reality."

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