The applicant's research objective concerns party autonomy in private international law, thus the autonomy of the parties in their legal relations that are both private law and international in nature, and where those relations arise from transnational contracts. Party autonomy is understood here as a possibility of the parties to influence the law applicable to their contract, by virtue of choosing the law of a certain State; or incorporating (choosing) a certain material legal act (this can be, for example: model law, which does not have a binding character). Studies on the international practice concerning transnational commerce prove that the chosen applicable law (and/or chosen material act) that applies to the international commercial contracts are critical for the parties. It is one of the main subjects of the negotiations, and in many cases an additional and crucial element of the dispute, as it simply influences the law applicable – needed for an assessment of a dispute that arose out of the contract. The determination of the applicable law, (or a chosen legal act), that applies to a certain contract is of crucial meaning for the parties, as in different legal systems, or in different legal material acts (including model laws), particular facts may lead to different outcomes when it comes to such things as an assessment of the validity of the contract or certain contractual provisions, such as, for example, the rights and obligations of the parties stemming from the contract. Currently, for the sake of the wide and new spectrum of possibilities as to the party autonomy in international private law, interpretative doubts often arise, along with divergent assessments as to the nature of that choice and the final outcome of the chosen instrument of private international law. The topic is very current – and in such an apprehension – not yet extensively presented. **The aim of the research** is formulating an assessment of whether party autonomy in private international law should be regarded as in the first part of the XX century, when the classical choice of law clause was of essential significance (on a conflict of law level), or whether in the XXI century, in light of a wide range of possible solutions as to the application of other legal instruments concerning party autonomy and the approach to the choice of law clause should be changed, and as a result to modify the methodology and interpretation of those choice of law clauses. Party autonomy can be manifested in two stages. Firstly in the traditional form, by means of influencing the applicable law (here, the applicable State law) that would apply to the international contract – i.e. the choice on the private international law level. Such a traditional choice of law means that the parties choose the law of a certain State, and its whole legal system, with all the obligatory laws. Secondly, the party autonomy can also be reflected through the choice of law on a substantive law level, thus choosing a certain material act (in particular a model law of a non-binding character, a so-called *soft law* act), without pointing to the law of any State. Within the choice of law on a substantive law level, in the XXI century many new material acts have come into existence, which parties can incorporate into their contracts. In addition to the two stages of party autonomy, the applicant will also make a survey over the two independent legal instruments: '*opt-out*' and '*opt-in*'. When it comes to the '*opt-out*' instrument, certain conventions often have an 'automatic' application to the legal relations arising from an international contract– they apply by virtue of the binding, obligatory law, the application of which can be excluded by the parties. Because of the fact that such an exclusion can be made by the parties, this instrument is named an '*opt-out*' instrument. However, when it comes to the 'optional instrument' (*opt-in*), the subject of the research will be based on an example of the mechanisms proposed in the draft of the EU regulation - the Common European Sales Law (CESL). Although CESL has been withdrawn, it does not preclude from the need to analyze solutions presented therein and the research over its legal character. In accordance with the draft, for the CESL to apply effectively, the parties need to make an explicit declaration on its application ('*opt-in*'), i.e. an active choice made by the parties. CESL here would be understood as a legal act that comes from the European legislator, but which has a very specific nature: a material (substantive) act, binding on all EU Member States, but not applying automatically, it has to be chosen (its specification is different from the two levels of the choice of law described above). **The reason for this research** topic is the intensified development of international relations within the exchange of goods and services, which justifies the importance of the consideration of legal instruments that allow parties to influence the applicable law regime, in accordance with which the contractual relation will be assessed. Therefore, the research covers the analysis of private law instruments that allow the law regime to be stipulated, which would apply to international contracts through a choice of law clause that reflects party autonomy. The appearance of new model laws in the past two decades concerning international commercial contracts and the attempt to create an optional instrument for sales contracts, prompted to consider the meaning and the scope of party autonomy in international private law. It also prompted an answer to the question about the role of the traditional choice of law instrument – on a private international law level – in the context of the new instruments currently available to the parties to international contracts. In addition, the reason for choosing the research topic is the fact, that there are opinions questioning the sense and the efficacy of the traditional instrument of private international law; in some circumstances, when the choice of substantive law level has been made, the need to search for the applicable State law is challenged. The applicant is far from sharing this view, but believes that such an opinion cannot be merely contested; in depth analysis is necessary in this respect in the XXI century.