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## **EUDR – Model Clause**

### **1. Scope of Application**

1. These provisions shall apply to all deliveries of [xxx] ("**Relevant Deliveries**") by [Contractual Party] to [Model Company].

### **2. Duty of Care**

1. [Contractual Party] guarantees that the Relevant Deliveries do not violate Art 3 of Regulation (EU) 2023/1115 on the making available on the Union market and the export from the Union of certain commodities and products associated with deforestation and forest degradation, in its applicable version ("**Deforestation Regulation**"). In particular, [Contractual Party] guarantees that the Relevant Deliveries are "deforestation-free" within the meaning of the Deforestation Regulation and "produced in accordance with the relevant legislation of the country of production" within the meaning of the Deforestation Regulation (hereinafter jointly referred to as "**Conformity**").
2. In order to be able to guarantee this at all times, [Contractual Party] shall guarantee in particular the following regarding Relevant Deliveries:

a) [Robust compliance system to oversee Conformity]

b) [Continuous risk assessment]

c) [Continuous and ad-hoc information sharing]

d) [Remedial steps]

### **3. Violation**

1. If [Contractual Party] violates an obligation specified in Clause [2], [Model Company] shall be entitled to demand full compensation from [Contractual Party].  
[More elaborate description based on type of contractual relationship.]

2. If [Contractual Party] violates an obligation specified under Clause [2], [Model Company] shall be entitled to demand contractual assurances from the [Contractual Party]. [More elaborate description based on type of contractual relationship.]
3. As long as the breach of an obligation referred to in Clause [2] continues, [Model Company] shall be entitled to [description of rules regarding suspension of contract].
4. If a material breach of an obligation specified in Clause [2] persists despite the remedial measures taken, [Model Company] shall be entitled to [description of rules regarding termination of contract].

#### **4. Final provisions**

- 4.1. This provision is an integral part of the contract between [Contractual Party] and [Model Company]. It shall apply in addition to the other contractual terms and conditions. [Rules in case of inconsistency between the main contract and this addendum.]

4.2. [Choice of law/jurisdiction]

4.3. [Further provisions]

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