Breakdown: CSDDD and the Omnibus I amendments analysed*

*Updated as of 15 December 2025

Existing Directive (EU) 2024/1760	Provisional Agreement	Main article references	Preferred by Nature Observations
Transition plan for climate change mitigation			
Companies must implement a transition plan for climate change mitigation, to ensure compatibility of business model and strategy with the goal to limit global warming to 1.5 °C.	**Requirement eliminated**	***Article 1: Subject matter*** *Art. 1(c)* ***Article 22: Combating climate change*** *Art. 22(1) and (3)*	Companies are **no longer required** to adopt and put into effect (actively implement) a transition plan for climate change mitigation that ensures their business model and strategy are compatible with the transition to a sustainable economy and the goal of limiting global warming to 1.5 °C, in line with the Paris Agreement and the EU Climate Law (EU) 2021/1119. Similar wording between EC and Council mandates removed the word "put into effect" in relation to the climate change mitigation transition plan, emphasising the adoption of a transition plan but not removing the obligation to implement it. However, the EP went further, eliminating the transition plan altogether. The last approach won out.
Size threshold for companies with obligations			
EU based companies: 1000+ employees & net worldwide turnover of EUR 450million or more. **Non-EU based companies**: turnover of EUR 450million or more generated within the EU.	**EU based companies**: 5,000+ employees & net worldwide turnover of EUR 450million or more. **Non-EU based companies**: turnover of EUR 1.5 billion or more generated within the EU.	***Article 2: Scope*** *Art. 2(1a) and (2a)*	In line with the Council and EP mandates, the number of companies subject to the directive is **significantly reduced**. Now, only EU-based companies with more than 5,000 employees on average and a net worldwide turnover of more than EUR 1.5 billion have obligations under the directive. The same threshold of EUR 1.5 billion applies to companies based in countries outside the EU. However, this applies to the size of their turnover generated within the European Union. Thresholds for parent companies are also raised.

Obligations for engagement with stakeholders			
Wide definition of 'stakeholder' **5 processes for which stakeholder engagement is obligatory**	**Narrower definition of 'stakeholder'** **3 processes for which stakeholder engagement is obligatory**	***Article 3: Definitions*** *Art. 3(1n)* ***Article 13: Meaningful engagement with stakeholders*** *Art. 13(3)*	The definition of stakeholders is **streamlined**, including by removing direct reference to critical stakeholder groups, such as consumers, national human rights and environmental institutions, and civil society organisations whose purpose include the protection of the environment. Furthermore, the overall requirement for engagement with stakeholders is **simplified** in relation to the number of due diligence processes, in which consultation with stakeholders is an *obligation*. 'Meaningful' engagement with stakeholders is now required: • when gathering information to identify, and then prioritise, adverse impacts (as per Articles 8 and 9) • when developing prevention or corrective action plans (Articles 10.2 or 11.2) or enhanced prevention or corrective action plans (Articles 10.6 or 11.7) • when adopting appropriate measures to remediate adverse impacts (Article 12). The 2 *removed* obligations for stakeholder engagement, include when companies are: • deciding to suspend or terminate a business relationship • developing qualitative and quantitative indicators for the monitoring (as per Article 15)
Harmonisation across the EU			
Restrictions on Member States to introducing national-level requirements, which diverge from the directive.	**Maintained**	***Article 4: Level of harmonisation*** *Art. 4(1) and (2)*	To facilitate harmonisation across the EU, Member States are not permitted to introduce, in their national law, provisions on human rights and environmental due diligence requirements to companies that *diverge* from the Directive. However, Member States are not prevented from introducing, in their national law, more stringent or specific provisions, such as in the regulation of specific products, services or other situations.

Due diligence obligations			
Implementation of a due diligence system, with key structural elements. **Integratation of due diligence into company policies & risk management systems** **Annex containing the list of rights and prohibitions included in international instruments**	**No change**	**Article 5: Due diligence** **Article 7: Integrating due diligence into policies & risk management** **Annex**	The required overall structure for conducting due diligence and the elements that comprise a due diligence system **remain the same**. However, the detail of some of these is modified in specific articles. Likewise, the requirement for companies to integrate due diligence into all their relevant policies and risk management systems Companies must identify, assess and then address actual and potential adverse impacts, relating to violations of rights or prohibitions of international human rights agreements and environmental conventions listed in the Annex. **No modification was made to these**.
Identifying and assessing actual and potential adverse impacts			
Companies must identify and assess actual and potential adverse impacts: • **Mapping of own operations, subsidiaries and chains of activities** • **Assessment, to understand where identified adverse are likely to occur and most severe.**	**Broadly maintained.** **Companies must** • **Conduct a general scoping exercise of own operations, subsidiaries and chains of activities** • **Then carry out the in-depth assessment, as current requirements.**	**Article 8: Identifying and assessing actual and potential adverse impacts** *Art. 8(2)(a) and (b)*	The provisional agreement **requires a 'risk-based approach'** by ensuring companies focus on areas where actual and potential adverse sustainability impacts are likely to occur or are most severe. Instead of systematically asking for information required of all business partners, companies must first conduct a general scoping exercise relying on reasonably available information. Based on the results of the scoping exercise, they must then carry out an in-depth assessment of adverse impacts in the areas where adverse impacts were identified to be either most likely to occur and/or most severe.

Restrictions on relying on smaller organisations			
Minimal efficiency measures and restrictions on obtaining information from smaller organisations	**Specific restrictions on obtaining information from smaller organisations**	**Article 8: Identifying and assessing actual and potential adverse impacts** *Art. 8(3) and (4)*	The provisional agreement contains **provisions to free up pressure on smaller companies**, with restrictions on relying on smaller organisations for information. For the purposes of the in-depth assessment, companies may request information from business partners with the following conditions: • only where this is necessary • only when the information cannot reasonably be obtained by other means (*for business partners with fewer than 5000 employees*). • prioritising partners where the adverse impacts are most likely to occur (*where the information can be obtained from more than one business partner*). • prioritising assessing the areas which involve direct business partners (*where adverse impacts are equally likely to occur or be severe in several areas*). Companies may make use of appropriate resources, such as independent reports, digital solutions, industry and multi-stakeholder initiatives and information gathered through the notification mechanism and the complaints procedure.
Prioritisation of adverse impacts			
Where not able to address all adverse impacts at once, companies must prioritise these, based on severity and likelihood. **Once the most severe and likely adverse impacts are dealt with, the lesser ones shall be addressed.**	**Maintained**	**Article 9: Prioritisation of identified actual and potential adverse impacts**	No substantial change to this Article requiring companies to prioritise adverse impacts based on their severity and likelihood. Only one added clause exempts companies from being exposed to penalties, in case they have prioritised and addressed a less significant adverse impact first.

Addressing potential adverse impacts			
Companies must take proportionate, risk-based measures to prevent potential adverse impacts. **Where prevention is not possible, they must adequately mitigate them.**	**Requirements maintained** **Modified requirements where potential adverse impacts cannot be prevented or adequately mitigated.**	**Article 10: Preventing potential adverse impacts** *Art. 10(6)*	Article 10 relates to the process by which companies take appropriate measures to prevent or (where prevention is not possible) to adequately mitigate potential adverse impacts. The provisional agreement keeps intact most of this article, revising only paragraph 6, relating to where adverse impacts cannot be prevented or adequately mitigated, Reference to termination as a last resort measure is removed. Additionally, as a last resort and until the impact is addressed, companies can: • refrain from 'entering into new' or 'extending existing', relations with a business partner in connection with where the impact has arisen, • suspend (*where permitted to do so*) the business relationship with respect to the activities concerned, including with a view to increasing its leverage, • adopt and implement an enhanced prevention action plan (*provided there is a reasonable expectation this will succeed*) for the specific adverse impact. Prior to suspending a business relationship, a company must assess whether the adverse impacts from suspension or disengagement might cause more harm than the adverse impact itself.
Addressing actual adverse impacts			
Companies must take appropriate measures to end actual adverse impacts. **Where this is not immediately possible, they must minimise the extent of the impact.**	**Requirements maintained** **Modified requirements where actual adverse impacts cannot immediately be ended.**	**Article 11: Bringing actual adverse impacts to an end.** *Art. 11(7)*	Similarly to Article 10, the provisional agreement keeps intact most of Article 11. This relates to the process by which companies take appropriate measures to end adverse impacts that are actually occurring, or to minimise the extent of the impacts which cannot immediately be brought to an end. However, paragraph 7 is revised, providing requirements as to when actual adverse impacts cannot be ended or adequately minimised. Reference to termination as a last resort measure is removed. Measures available as a last resort, and until the impact is addressed, are identical to those in Article 10.

Other obligations			
Where a company has caused or jointly caused an actual adverse impact, it provides remediation.	**No change**	**Article 12: Remediation of actual adverse impacts**	The overall requirements for remediation, where a company has caused or jointly caused an actual adverse impact, **remain the same**.
A notification mechanism and complaints procedure is required		**Article 14: Notification mechanism and complaints procedure**	The requirements remain unchanged in relation to: • complaints procedures, for entities with legitimate concerns regarding adverse impacts • notification mechanisms, where entities may provide information or concerns regarding actual or potential impacts.
Non-EU companies must designate an Authorised Representative		**Article 23: Authorised representative**	Non-EU companies operating with obligations under the directive must appoint an authorised EU-based representative to act as the contact point for supervisory authorities.
Reduced frequency of monitoring			
Companies must carry out assessments – at least once every 12 months – to monitor the adequacy and effectiveness of their due diligence measures.	**Frequency revised to at least once per 5 years or whenever there are reasonable grounds to believe that the measures are no longer adequate or effective**	**Article 15: Monitoring**	Companies are required to **carry out periodic assessments** of their own operations and measures, those of their subsidiaries and those of their business partners, **to assess the implementation and to monitor the adequacy and effectiveness of their due diligence systems** to identify and address adverse impacts. The frequency of such assessments must now be: i) at least once per 5 years or ii) whenever there are reasonable grounds to believe that the measures are no longer adequate or effective or iii) if new risks of the occurrence of adverse impacts arise.
Company reporting on implementation of the directive			
Companies must report on their implementation of the directive.	**Maintained, with new date for the EC to adopt delegated acts which provide the content and criteria for reporting: 31 March 2029.**	**Article 16: Communicating** *Art. 16(3)*	The requirement for companies to report on their implementation of the directive is maintained. The only amendment to this Article concerns the date by which delegated acts setting the content and criteria for reporting are adopted. The new date of 31 March 2029 is 2 years later than the original date.

European single access point			
Companies will need to submit their annual statements to a collection body for the purpose of making it accessible on the European single access point (ESAP)	**New dates:** **31 December 2030: Each Member State must designate at least one collection body.** **1 January 2031: companies to begin submitting their annual statement to the collection body.**	**Article 17: Communicating** *Art. 17(1) and (3)*	Almost no revisions are made to Article 17, which relates to the European Single Access Point (ESAP), as established by Regulation (EU) 2023/2859. The ESAP is a centralised digital platform to provide public, structured access to financial and non-financial information disclosed by companies across the EU. However, two dates are pushed back by two years: • 1 January 2031 is the new date by which companies submit their annual statement to a 'collection body' to make it accessible on ESAP. • 31 December 2030 is the new date by which each Member State must designate at least one collection body.
Development of guidelines to support implementation			
Model contractual clauses: EC to adopt guidance to facilitate compliance with Articles10, 11 **EC to issue guidance on how companies should fulfil their due diligence obligations**	**New date for adoption of guidance: 26 July 2027** **Removed: the development of guidance on the climate transition plan.** **Deadlines to issued guidance: pushed back 6 to 12 months.**	**Article 18: Model contractual clauses** **Article 19: Guidelines** *Art. 19(3)*	In relation to voluntary model contractual clauses, the EC will adopt guidance to facilitate compliance with Articles 10 and 11. However, the date for adoption is pushed back 6 months, to 26 July 2027. To support companies, the EC (in consultation with Member State authorities and other stakeholders) will issue guidance on how companies should fulfil their due diligence obligations in practice. These include guidelines across a range of topics, including, but not limited to, general guidelines, sector-specific guidelines, and guidelines for specific adverse impacts. The deadline for issuing some of the guidelines is pushed back by 6 months to 26 July 2027. For others, the deadline is pushed back by 1 year to 26 July 2028.

Support measures			
Member States to implement accompanying measures to support companies and their business partners. **EC to establish a single helpdesk for companies seeking information, guidance and support**	**No change**	**Article 20: Accompanying measures** **Article 21: Single helpdesk**	Member states must implement accompanying measures to support companies and their business partners and to stakeholders, such as by setting up and operating individually or jointly dedicated websites, platforms or portals. EC is to set up a single helpdesk through which companies may seek information, guidance and support, to help them meet the requirements of the directive.
Penalties			
Maximum limit of monetary penalties must not be less than 5 % of the net worldwide turnover of the company.	**Monetary penalties must not exceed 3% of the net worldwide turnover of the company.**	**Article 27: Penalties** *Art 27(4)*	Article 27 lays out the obligations for Member States regarding pecuniary (monetary) penalties applicable to infringements of the provisions of the Directive in national law. Where monetary penalties are imposed, they are based on the company's net worldwide turnover. They **must not exceed 3% of the net worldwide turnover of the company**. The original wording of the law stated a maximum limit of the monetary penalties not less than 5% of the net worldwide turnover of the company. This change reduces the maximum possible fine by at least 40% (from 5% to 3%). Combined with the removal of national discretion to go higher, and the development of guidance to assist supervisory authorities in determining the level of penalties, these changes signal the EU is seeking maximum harmonisation of penalties.
Civil liability of companies and the right to full compensation			
Companies can be held liable for damage caused to a natural or legal person, provided that: i) the company intentionally or negligently failed to comply with Articles 10	**Civil liability not abolished, but its legal foundation, procedural accessibility and cross-border effectiveness are removed.**	**Article 29: Civil liability of companies and the right to full compensation**	Overall, Article 29 aimed to make civil liability for corporate due diligence failures enforceable, harmonised and accessible across the EU, while balancing fairness and procedural safeguards. It established that companies could be held civilly liable if they intentionally or negligently failed to comply with their due diligence obligations on adverse impact (Arts. 10, 11), and this failure caused damage to the rights or interests of natural or legal persons protected under national law.

and 11, and ii) as a result, damage to the natural or legal person was caused.		*Art 29(1), (2), (3), (4), (5) and (7)*	The provisional agreement reduces overall the directive's prescriptive force and softens companies' direct exposure to EU-level civil claims: • Removal of explicit reference to liability if a company intentionally or negligently fails to comply with Articles 10 and 11, leaving the subject of liability fully to national law. Scope and standard of liability shift from a harmonised EU-defined civil liability regime (based on specified due diligence failures) to a nationally determined framework, allowing Member States wide discretion. • Member States were to provide reasonable conditions allowing trade unions, NGOs or national human rights institutions to bring actions on behalf of injured parties, subject to national law. The removal of this provision does not remove liability, but weakens the practical ability to enforce it, especially in cross-border cases. Remaining in the provisional agreement: Member States must ensure that limitation periods do not hamper the bringing of actions for damages. These must be at least 5 years. The cost of proceedings must not be prohibitively expensive, so that claimants can seek injunctions.
Review			
EC to report on extending the scope of the directive to the finance sector. **EC to report on the implementation of the directive and its effectiveness and efficiency**	**Removed** **New Date: 26 July 2031** **Scope of the report is expanded**	**Article 36: Review and reporting**	Provisional agreement **removes the obligation** for the EC to report to the EP and Council on the necessity of extending sustainability due diligence requirements, in line with the directive, to the finance sector. The EC must submit a report to the EP and to the Council on the implementation of the directive and its effectiveness and efficiency in reaching its objectives, accompanied, if appropriate, by a legislative proposal. Deadline for this report is pushed back by 1 year to 26 July 2031. However, the scope of the report is expanded to include consideration as to whether companies with i) more than 1000 employees on average and a net worldwide turnover of more than EUR 450million and ii) companies operating in high-impact sectors, should be covered by the directive.

Transposition Date | Date of applicability			
Date of Transposition: 26 July 2027 **Enforcement date: various dates across 2028 and 2029**	**Date of Transposition: 26 July 2028** **Enforcement date: 26 July 2029 for all companies**	**Article 37: Transposition**	The Omnibus I "Stop-the-Clock" directive (EU) 2025/794 came into force in April 2025, revising the dates for transposition of the directive. The provisional agreement pushes back by 1 additional year, the date by which Member States adopt and publish the laws, regulations and administrative provisions necessary to comply with the directive. **New date: 26 July 2028**. The date of application (enforcement) of the national provisions of the directive is also reset to **26 July 2029** for all companies. The existing enforcement dates span 2028 and 2029. Additionally, the date by which companies report on their implementation of the directive (by publishing an annual statement) begins the **first financial year starting on or after 1 January 2030**.