

# EU Sanctions Regulation 833/2014, Article 12g, No-Russia Clause

# EU Sanctions Regulation 765/2006, Article 8g, No-Belarus Clause

## 1. Contract Basis and Obligation

The parties to this contract confirm that they comply with all relevant sanctions and embargoes, in particular Regulation (EU) No. 833/2014 and Regulation (EU) No. 765/2006 as amended. This clause is based on Article 12g of Regulation (EU) No. 833/2014 (No-Russia Clause) and Article 8g of Regulation (EU) No. 765/2006 (No-Belarus Clause), which explicitly prohibit the re-export of certain sanctioned goods to Russia and Belarus.

## 2. Prohibited Actions

The contractual partner undertakes to ensure that neither the goods supplied nor parts thereof, services, or technologies provided under this contract are delivered, forwarded, or made available directly or indirectly to Russia or Belarus or used in these countries. This applies in particular to:

- All sanctioned goods listed in the annexes to Regulations (EU) No. 833/2014 and No. 765/2006, as well as dual-use goods and technologies that could strengthen industrial or military capacities in these countries.
- Any actions that may facilitate the circumvention of sanctions by third parties, including resale or re-export to contractors acting in the interest of Russia or Belarus.

## 3. Transfer and Use of Services

The contractual partner guarantees that no transfer of the supplied goods, services, or technologies will occur in a manner that violates the provisions of this clause. The contractual partner is also obliged to take appropriate measures to ensure that all third parties involved in the use or processing of the supplied goods also comply with sanctions.

The contractual partner must ensure that subcontractors or supply chain partners involved also comply with the provisions of the No Russia and No Belarus Clause. 2

## 4. Control Obligations for Compliance

The contractual partner is obliged to conduct regular checks and audits to ensure that no violations of the clause occur. These measures include, among others:

- **Supply Chain Verification:** A detailed analysis and documentation of the entire supply chain to ensure that no transmission or circumvention by third parties in the supply chain occurs. This also includes obtaining and verifying compliance statements from suppliers and subcontractors.
- **Penalties and Sanctions Audits:** The contractual partner conducts regular internal audits to identify and address possible risks associated with re-exports to Russia or Belarus. The audit results must be submitted to the client upon request.
- **Documentation Obligations:** The contractual partner undertakes to keep all relevant documents and records related to compliance with the sanction requirements for at least five years and to present them to the client or competent authorities upon request.

## 5. Remedies in Case of Violation

In the event of a detected or suspected violation of the No Russia / No Belarus Clause, the contractual partner is obliged to take all appropriate remedial measures without delay. These include:

- 1) **Notification to the Competent Authority:** Violations of this obligation must be reported immediately to the Federal Office of Economics and Export Control (BAFA). The notification can be sent informally to the specially established reporting address ([Melderegister-Sanktionen@bafa.bund.de](mailto:Melderegister-Sanktionen@bafa.bund.de)).
- 2) **Review and Termination of the Business Relationship:** The contractual partner reserves the right to review the business relationship with the other party and, if a breach of this clause is detected, to terminate it immediately. The review may also include an evaluation of supply chain partners and subcontractors to prevent further breaches.

## 6. Liability and Compensation

If the contractual partner violates this clause, they are obliged to compensate for all direct and indirect damages resulting from a violation of Regulations (EU) No. 833/2014 or No. 765/2006. This includes fines, penalties, and other costs caused by non-compliance with EU sanction regulations.

## 7. Duration of the Clause and Compliance with Sanctions

This clause applies for the entire term of the contract and remains in force even after the termination of the contract, as long as the EU sanctions under Regulation (EU) No. 833/2014 and Regulation (EU) No. 765/2006 are in effect or legally required. The contractual partner is obliged to monitor changes to the relevant sanction regulations independently and to comply with the contract accord