

Application guidelines

Developing competence in law for sustainability (JURiB)

– Joint capacity building and development

Eligibility criteria

The call is open to researchers affiliated with one of the **six partner institutions**. The Principal Investigator (PI) must hold a position as associate professor or higher. Each project must involve **at least three of the six partner institutions**. A researcher may participate in multiple project applications but may submit only one application as PI.

Funding up to DKK 3 million per grant is available (excluding co-financing). Projects may run for a maximum of three years and must commence following agreement with the Steering Committee – but no later than six months from the grant award date.

Finance and budget

The application must use the **budget template**, which details the allocation of funds at both institutional and personnel levels.

Each partner is required to contribute a minimum of 10% co-financing of the total amount that the individual partner is applying for from the funding pool. Co-financing may take the form of time committed by permanent research staff (calculated based on current salary) or active co-financing (a cash contribution).

Eligible funds include:

- Salaries for research and educational activities, including:
 - Research assistants, PhD fellows* and postdoctoral researchers
 - Coverage of time for permanently employed senior researchers, subject to local rules and guidelines.
- Travel and meetings
- Other operating costs, including the development of educational activities
- Project supplements for postdocs, PhD and research assistants (DKK 200.000 per full-time equivalent corresponding to the applicable rate at the time of JURiB's grant award in 2025).

* It is possible to apply for up to **60% coverage of a PhD position**, as no funding is provided for the mandatory elements of the PhD programme.

No funding is provided for overheads or administrative support. JURiB has a dedicated project coordinator who manages and supports joint activities such as communication, workshops and conferences.

In the budget template, applicants must provide a brief explanation of 1) how the budget is distributed among the partners, and 2) what each individual operating cost item specifically covers.

Application process

The application deadline for funding is **31 March 2026 at 23:59 CEST**. All applications are expected to be fully processed by June 2026.

Submit your application through [**the application platform**](#).

The following documents must be attached as a single PDF file when submitting via the application platform:

- Completed project description template
- Completed budget template
- Completed timeline template (Gantt chart)
- Concise CVs for project participants (maximum one page per person)

Additional attachments should not be submitted and will not be considered in the evaluation.

Find all templates on [JURiB's website](#).

Template for project description

The project description must be prepared in accordance with the accompanying template and may not exceed three pages, including all references. References should be inserted as footnotes. The following formatting requirements must be observed:

- Font: Calibri
- Font size: 11 pt
- Line spacing: 1.15
- Margins: Minimum 2 cm on all sides
- File format: PDF

Appendix 1 of this guide provides an example of a project description from one of the three ongoing projects under the JURiB initiative. The example may be used as a

reference for structure, content and the expected level of detail.

Language

Applications must be submitted in Danish or English. The choice of language will have no impact on the assessment of the application.

Evaluation process

Applications are peer reviewed through external peer review by legal experts from the Nordic countries. Applicants will receive the results of the peer review during a consultation process before JURiB's Steering Committee makes the final decision.

Evaluation of applications is based on an overall assessment of:

- Scientific quality
- Innovation, impact and research/teaching integration
- Skills, communication and cross-institutional collaboration
- Relevance and feasibility

The general rules on conflicts of interest are observed throughout the process.

Appendix 1: Example of a project description

Project title: Sustainable supply chain contracts and liability

Themes and areas: Sustainability and business

Participating institutions – Researchers & Expertise

KU – Ulfbeck: contract and tort law as well as public law interests in private law; **Hansen:** long term contracts and the impact of private and public regulation on contracts; **Gausdal:** sustainable and regulatory contract law; **Postdoc NN** will carry out research on the interplay between contract law and tort law in context of sustainable supply chain management.

AU – Mitkidis: sustainable supply chains management and third-party effects of contracts; **Henschel:** contract drafting and contract management aspects.

SDU – Legind: corporate law and the role and liability of board members

Project 1 involves researchers with different but related specialisations that together cover the research topic. They all take an interest in the impact of the sustainability agenda on private law.

General topic and framing

Over the last decades, such factors as reputational concerns and reporting requirements have driven many companies to voluntarily engage in the sustainability agenda. However, the new EU directive on corporate sustainability due diligence obligations (the CSDDD¹), inspired by both French and German legislation², imposes *mandatory* sustainability due diligence requirements on companies – thereby moving away from voluntariness. Under CSDDD, companies over a certain size must comply with sustainability requirements, defined *inter alia* by reference to certain treaty obligations. Moreover, companies must not only focus on their own practices but also implement sustainable practices in their value/supply chains ('chain of activities'). The focus on the supply chain means that the directive will have vast trickle-down effects for practically all companies in the market. An important tool in managing the supply chains is contracts. Moreover, not living up to the obligations under the directive can trigger liability. The CSDDD raises the question what exactly companies must do to be compliant and to avoid liability exposure. On this basis, the project is organized around three research questions (RQ1-3).

Research questions

RQ1) *How should the treaty obligations concerning sustainability, which delineate the scope of CSDDD, be understood in a private law context?* (Ulfbeck, Andersen, Gausdal)

The directive refers to several international treaties in delineating its scope. However, these treaties are aimed at regulating the relationships between states and the question is how they should be understood when applied to private actors in a supply chain.

Methodology: RQ1 will investigate whether the concrete treaty obligations, to which CSDDD refers, are sufficiently clear to be applicable between private parties. In doing so, general theory and case law concerning direct horizontal applicability of supranational obligations will be considered. In addition, an empirical approach will be applied, studying how existing contract clauses incorporate or refer to international conventions. A preliminary study on voluntarily adopted social labour clauses has been carried out by Gausdal in her PhD dissertation.³ The examination will be expanded to other types of clauses.

RQ2) *How can contracts be used as a tool to live up to the requirements under the CSDDD?* (Ulfbeck, Hansen, Gausdal, Mitkidis, Henschel, postdoc NN)

¹ Directive (EU) 2024/1760 on corporate sustainability due diligence and amending Directive (EU) 2019/1937 and Regulation (EU) 2023/2859. The directive entered into force on 25 July 2024 and will be phased in gradually until 2029.

² See for French law: LOI n° 2017-399 du 27 mars 2017 relative au devoir de vigilance des sociétés mères et des entreprises donneuses d'ordre, For German law: Gesetz über die unternehmerischen Sorgfaltspflichten in Lieferketten, vom 16. juli 2021.

³ Gausdal, M. E. L. (2021). Soft Law Business as Usual? Fundamental labour standards in private and public commercial contracts. Det Juridiske Fakultet, Københavns Universitet.

The directive is based on the idea of long-term contracts as a central steering instrument to achieve sustainability goals in the supply chain. This contrasts with the traditional idea of contracts as a commercial tool. Furthermore, under the directive, contracts with SMEs must be 'fair, just and reasonable'. It is unclear what this requirement entails, and to which extent contractual solutions aiming to further third-party interests can also be enforced by third parties, i.e., the victims of non-sustainable practices. Finally, the CSDDD requires Member States to ensure that businesses can suspend or terminate a business relationship if necessary. This may extend beyond traditional contract law sanctions, raising the question of how national contract laws will align with the CSDDD.

Methodologically, RQ2 will take general contract law theory as a starting point and analyse the extent to which it will be suitable for the types of contracts required by the directive. In addition, an empirical approach will be applied, identifying, collecting and analysing contractual sustainability clauses from companies' standard contracts aimed at implementing sustainability goals, and analysing the European Model clauses, which are to be developed by a working group under the EU Commission.

RQ3) *Under which conditions can a private company and board members incur liability for not living up to the requirements in the CSDDD? (Ulfbeck, Legind, postdoc NN)*

CSDDD's Article 29 imposes liability on the companies for not living up to the due diligence requirements. It raises several questions regarding e.g., the basis of liability, contributory negligence, causation, the impact of contractual solutions on liability and the relationship between corporate governance models and liability, including liability of board members, which is left open by the directive.

Methodologically, RQ3 involves an analysis of article 29's specific requirements and of existing case law, which can currently be found in particular in the UK and the Netherlands. It will be evaluated whether this case law is still relevant under the directive and whether the reasoning in the cases would be applicable in Danish law.

State of the art

Important research on company law implications of the sustainability agenda has been carried out.⁴ Contract and tort law research has largely focused on the possible legal implications of companies' voluntarily assumed codes of conduct and sustainability clauses in business contracts,⁵ and or other kinds of voluntary involvement in the value chain.⁶ As the directive completely changes the starting point and makes due diligence mandatory, there is a need to examine the implications of this fundamental change in approach. This has not yet been explored. The project takes on this task, focusing in particular on contract-based value chains and liability implications.

Teaching

By addressing RQ1-3, we will provide new insights into the new responsibilities and liabilities of private companies regarding sustainability. By focusing on contract and tort, the project deals with fundamental building blocks in private law. These building blocks naturally also form part of the curriculum in legal

⁴ In the Nordics, in particular the work of prof. Beate Sjåfjell including:

Sjåfjell, B.K.; Tsagas, G. & Villiers, C. (Ed.) (2023), Sustainable Value Creation in the European Union: Towards Pathways to a Sustainable Future through Crises. Cambridge University Press; Sjåfjell, B.K., Liao, C. & Argyrou, A. (Ed.) (2023), Innovating Business for Sustainability: Regulatory Approaches in the Anthropocene. Edward Elgar Publishing; Sjåfjell, B.K. & Mähönen, J.T. (Ed.) (2023), Nordic Company Law: Broadening the Horizon, Universitetsforlaget; Sjåfjell, B.K. (2023), 'A General Corporate Law Duty to Act Sustainably' in: Birkmose, H., Neville, M. & Sørensen, K.E. (Ed.), Instruments of EU Corporate Governance: Effecting Changes in the Management of Companies in a Changing World, Kluwer Law International.

⁵ Beckers, A. (2015), Enforcing Corporate Social Responsibility Codes. On Global Self-Regulation and National Private Law, Hart; Mitkidis, K. (2015), Sustainability Clauses in International Business Contracts, Eleven International Publishing; Ulfbeck, V & Hansen, O. (2020), 'Sustainability Clauses in an unsustainable Contract Law?' Eur. Rev. Contract Law, 186-205. See also in general the works of Cafaggi, most recently: Cafaggi, F. (2024) 'Transnational Private Regulation of Environmental Sustainability through Commercial Contracts. Reassessing Contractual Governance in Global Supply Chains' Eur. Rev. Contract Law, 25-76.

⁶ See in general Ulfbeck, Andhov, Mitkidis (eds) (2019), Law and Sustainable Supply Chain Management, Contract and Tort. Interplay and Overlap, Routledge; Enneking, L. (2015), Foreign Direct Liability and Beyond: Exploring the Role of Tort Law in promoting International Corporate Social Responsibility and Accountability, Eleven International Publishing; Ulfbeck, V (2018), 'Supply Chain Liability for Worker's Injuries – Lessons to be Learned from Products Liability?', 9(3) Journal of European Tort Law, 269-288.

education. Consequently, the project findings are highly relevant for current and future legal practitioners and will therefore be built into BA and MA-courses offered at institutions with legal educations in Denmark. Likewise, the questions of sustainable supply chain management by contract and liability issues are also important for private company employees and practicing lawyers, who need to learn how to draft contracts in compliance with CSDDD and how to assess and limit liability exposure. Consequently, the topic is also highly relevant in the context of continuing education, where courses will also be offered.

Collaboration and implementation

To ensure and facilitate collaboration and continuous knowledge sharing, the work will be organised around workshops focused on RQ1-3. The purpose of the workshops will be to discuss methods, share preliminary findings, thoughts and drafts for articles, and provide feedback and input to each other's work. Research-focused workshops will be complemented by teaching workshops, focused on how to best translate and implement research in study programs, concrete B.SC and MA-courses and well as in a continuing education context. Participants in project 1 will also participate in the joint workshops on the project (for detailed workplan, see Bilag 1).

Expected research output: At least eight *peer-reviewed* articles (both single and co-authored) based on findings from the RQs, to be published in both Danish, Nordic and international legal journals e.g., Juristen, Ugeskrift for Retsvæsen, Tidsskrift for Retsvitenskap, European Review of Private Law, European Review of Contract Law, Journal of European Tort Law, and as contributions to relevant national and international book projects.

Expected contribution to teaching: Based on our research, we will develop teaching material that can be used in legal educations in already existing BA/MA courses such as Længerevarende Kontrakter (BA KU), Specialiseret Erstatningsret (MA, KU), Klima-, Energi- og Miljøret (BA, AU), Drafting Commercial Contracts (AU), Climate law (MA AU), Strategisk kontrahering (CBS), Drafting Contracts (master SDU), Laws of obligation in international trade (BA SDU Esbjerg), Company Law (master SDU). Moreover, our findings will be implemented in new editions of relevant textbooks authored by project participants, and some of the research articles will also be part of the course material/curriculum.

Furthermore, we aim to develop a model for an MA course focused specifically on sustainable supply chain management that can potentially be used by all institutions offering legal education in Denmark. Finally, and in synergy with the development of the MA course, we aim to develop a 1-week continuing education course targeted practitioners and focused on sustainable supply chain management from a contractual and a liability perspective.

Dissemination and outreach: Through the project we will develop a network on the topic consisting of both researchers, students and practitioners. We will - through JURiB's overarching initiatives including the establishment of a project website, SoMe presence, and seminars – disseminate results, news and events related to the project to both peers, students, and stakeholders. Towards the end of the project, we will organise an open conference with the aim of presenting and discussing our results and findings.

Overall expected impact

The ambition is to create awareness of the private law aspects of the sustainability agenda in particular in contract law and tort law and related courses for students. The theme is hardly present in these courses as they are taught today. In addition, through targeted continuing education initiatives, practitioners will be introduced to the new EU framework and receive research-based guidance on how to live up to the new requirements. In general, the project will contribute to ensuring that companies do their part in the green transition for the benefit of society at large.