



## Corporate Sustainability Due Diligence and the Reconfiguration of Civil Liability in Global Supply Chains: A Socio-Legal Study Approach

Fitriani Jamaluddin<sup>1</sup> Muhammad Ashabul Kahfi<sup>2</sup>

<sup>1</sup> Fakultas Syariah, Universitas Islam Negeri Palopo, Indonesia

<sup>2</sup> Fakultas Usluhuddin, Adab, dan Dakwah, Universitas Islam Negeri Palopo, Indonesia

Correspondence: [muhammad.ashabul.kahfi@uinpalopo.ac.id](mailto:muhammad.ashabul.kahfi@uinpalopo.ac.id)

### Article Info

#### Article history:

Received May 15, 2026

Revised May 20, 2026

Accepted May 26, 2026

#### Keyword:

Corporate sustainability; Due diligence; civil liability; global supply chains; CSDDD.

### ABSTRACT

The adoption of Directive (EU) 2024/1760 on corporate sustainability due diligence has changed the private-law position of transnational business contracts in global supply chains. This article examines how the CSDDD reshapes civil liability by turning sustainability due diligence into a legally relevant standard for assessing corporate conduct before human rights or environmental harm occurs. Using normative legal research, the article analyzes the Directive, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, and recent legal scholarship on mandatory human rights and environmental due diligence. The findings indicate three main points. First, the CSDDD moves corporate civil liability from a predominantly post-harm model toward a preventive model based on knowledge, leverage, risk identification, and reasonable action. Second, transnational business contracts become channels of regulatory transmission. Supplier codes, audit rights, contractual assurances, remediation clauses, reporting duties, and termination provisions carry EU sustainability standards into private relations with suppliers outside the Union. Third, the CSDDD creates a distributive problem inside supply chains. Covered companies may shift compliance costs, audit burdens, and legal risks to suppliers that are not formally subject to the Directive. The article argues that civil liability under the CSDDD should be assessed relationally, by examining knowledge, commercial leverage, contribution to risk, contractual control, and access to remedy. A due diligence regime is legally meaningful only where contracts allocate prevention costs, remediation duties, and evidentiary responsibilities in a fair and workable manner.



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### INTRODUCTION

The legal debate on corporate responsibility has changed in a rather visible way since the adoption of the CSDDD. For many years, business and human rights norms were largely expressed through voluntary standards, internal policies, and public-facing sustainability reports. That model still matters, but it has become less convincing where serious harm occurs inside complex production networks. A garment supplier in Bangladesh, a palm-oil processor in Indonesia, a cobalt trader connected to Central Africa, or a logistics intermediary serving a European retailer may sit outside the formal corporate group, yet its conduct can be tied to the economic design of the lead firm (Ciacchi, 2024). The CSDDD responds to this problem by linking due diligence obligations to operations, subsidiaries, and chains of activities, not merely to direct corporate acts (Bueno et al., 2024).

This shift deserves attention from private law. Civil liability usually appears after harm has occurred, with legal analysis moving through fault, causation, damage, breach, and remedy. Sustainability due diligence changes the order of inquiry. The legal question begins earlier, at the stage of risk identification and prevention. A company may face liability not simply because it directly caused environmental or human rights harm, but because it failed to take appropriate measures required by law. The word “appropriate” is important. It creates a standard of conduct that is not identical to strict liability, although it can be demanding where a company has leverage over business partners. This is

where the CSDDD becomes difficult and, perhaps, more interesting than ordinary compliance writing suggests.

The contract is the main channel through which this preventive logic moves into business practice (Cutler, 2023). A lead company rarely supervises every plantation, factory, mine, warehouse, or recruitment agency by direct command. It relies on contract terms (Geerlof, 2019). Supplier codes, audit rights, warranty clauses, reporting duties, indemnity provisions, and termination clauses are often inserted into purchasing agreements. These clauses may look technical, almost administrative. In practice, they allocate legal and economic pressure. A small exporter that depends on one European buyer may accept extensive compliance duties without negotiating the cost of audits, worker training, traceability systems, or remediation funds. The formal language of contractual freedom can hide a more uneven social relation (Harrison, 2026).

The sociological problem lies in that uneven relation. Global supply chains are built on distance, specialization, and price discipline. A buyer may demand faster delivery, lower prices, and stronger sustainability assurances in the same contract. I am not fully convinced that legal due diligence can solve that tension by itself. Due diligence can become a meaningful preventive device only where the buyer's commercial practices are also examined. Otherwise, sustainability clauses may become a legal shield. The lead company can say that it required its supplier to comply, requested audit documents, and reserved termination rights, while the supplier bears the operational burden. This is not a minor drafting issue. It goes to the basic distribution of responsibility inside transnational private ordering (Lichuma, 2024; Shulman, 2024).

The CSDDD also reopens the question of extraterritoriality. It regulates companies operating in the EU internal market, yet many of its effects are felt beyond Europe. The Directive does not directly legislate every non-EU supplier as if they were European companies. Still, contractual practice can extend European standards into third-country production sites. A supplier in Southeast Asia or Africa may never read the Official Journal of the European Union, but it may receive a revised supplier code referencing human rights due diligence, environmental risk mapping, and grievance procedures. This indirect regulatory movement is not unusual in global trade, but the CSDDD gives it a more formal legal basis (Kilimcioğlu, 2025).

Recent political developments also make the issue unsettled. The Directive was adopted as a major step toward mandatory corporate accountability, yet the EU's simplification agenda has created pressure to reduce regulatory burdens and narrow the practical reach of sustainability obligations. This makes the legal analysis less straightforward. On one side, the CSDDD represents a move from soft law to hard law (Ukamwa, 2026). On the other side, its implementation is shaped by political compromise, administrative capacity, and business resistance. The legal text must be read together with the institutional environment that will determine how companies translate due diligence into daily contractual practice (Ciacchi, 2024).

The article addresses two research questions. First, how does the CSDDD reshape the function of transnational business contracts in global supply chains? Second, how does this contractual transformation affect the construction of corporate civil liability for human rights and environmental harm? The objectives are also twofold. First, to explain the movement of sustainability due diligence norms into private contractual relations. Second, to assess whether the emerging model of civil liability distributes responsibility in a legally coherent and socially fair manner. The analysis proceeds through normative legal research, with a socio-legal sensitivity to bargaining power, compliance cost, and access to remedy.

## RESEARCH METHODS

This research uses a normative legal method. The primary legal materials consist of Directive (EU) 2024/1760 on corporate sustainability due diligence, the United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, and general civil-law concepts relevant to contractual obligation, breach, fault-based liability, causation, and remedy. The CSDDD is used as the main positive-law instrument because its provisions on due diligence, stakeholder engagement, complaints, contractual assurances, and civil liability directly shape the analysis. International instruments are used to clarify the normative origin of human rights due diligence and to test whether the Directive narrows or hardens those standards.

The secondary legal materials consist of recent journal articles on mandatory human rights due diligence, corporate sustainability due diligence, civil liability, extraterritoriality, contractual governance, access to remedy, environmental due diligence, and supply-chain regulation. These materials are selected because they help explain the doctrinal and socio-legal consequences of turning due diligence into binding law. Legal materials were collected through document study. The analysis does not rely on interviews, surveys, or field observation, so no empirical claim is made about actual corporate compliance behavior beyond what is supported by published legal scholarship and regulatory materials.

The legal materials are analyzed through conceptual, statutory, and socio-legal interpretation. The conceptual analysis clarifies the relation between due diligence, contractual obligation, and civil liability. The statutory analysis examines how the CSDDD structures obligations on companies and how those obligations may be translated into contractual clauses with business partners. The socio-legal analysis is used in a limited but necessary way. It reads contractual clauses as legal instruments affected by bargaining power and market dependency. This approach avoids treating supplier contracts as neutral documents and allows the analysis to ask who bears the cost of prevention, who controls compliance information, and who can realistically access remedies after harm occurs.

## RESULTS AND DISCUSSION

### 1. Sustainability Due Diligence as a New Preventive Logic of Civil Liability

The CSDDD changes the temporal structure of corporate responsibility. Traditional civil liability is usually backward-looking. Courts ask whether a wrongful act occurred, whether damage was suffered, whether causation can be established, and whether a defendant can be held responsible. Sustainability due diligence adds a forward-looking legal duty. A company must organize a process to identify and address risks before harm becomes legally actionable. This does not abolish ordinary liability doctrine. It adds a preventive layer that can affect how fault is assessed. A company that ignores clear supply-chain risks, fails to act on credible complaints, or treats audits as a mere formality may find it harder to argue that it behaved reasonably (Deva, 2023).

This preventive model is different from corporate social responsibility. CSR commonly depends on voluntary commitment and reputational incentives. Due diligence under the CSDDD is not simply a declaration of ethical concern. It is a legal process. Companies must integrate due diligence into policies and risk-management systems, identify adverse impacts, prevent or mitigate potential impacts, bring actual impacts to an end or minimize their extent, provide remediation, and monitor the effectiveness of measures. The language remains procedural, but it can produce substantive consequences. A poor due diligence process may reveal disregard for foreseeable risk. A well-designed process may still be insufficient if it avoids the commercial causes of harm (Bueno et al., 2024).

The civil liability provision of the CSDDD is particularly important because it connects due diligence failure to compensation. The Directive requires Member States to ensure that companies can be held liable where they intentionally or negligently fail to comply with certain obligations and damage is caused to a natural or legal person. This is not a universal liability mechanism for every supply-chain harm. It remains tied to breach, fault, damage, and causation. The difficult question is how courts will interpret negligence where a company has extensive knowledge of risks but limited physical control over distant suppliers. That problem cannot be solved by repeating the wording of the Directive. It requires analysis of leverage, foreseeability, and reasonable preventive capacity (Feld, 2026).

There is a subtle but significant movement from direct control to structured influence. A parent company or lead buyer may not control every act of a supplier. Yet it may influence production conditions through price, lead time, purchasing volume, quality requirements, audit schedules, and termination threats. Civil liability analysis should not ignore those commercial facts. A buyer that imposes short delivery deadlines while demanding full labor compliance may create pressure that contributes to excessive overtime, subcontracting, or unsafe working conditions. The legal language of due diligence becomes thin if it only checks whether the buyer inserted a compliance clause. It must also ask whether the buyer's purchasing practice made compliance realistic.

The CSDDD's reliance on "appropriate measures" leaves room for judicial and regulatory interpretation. That room is necessary because supply chains differ. A mining supply chain does not carry the same risk profile as a software service chain. A palm-oil chain involves land, labor, environmental permits, smallholder relations, and traceability problems. A garment chain involves

recruitment practices, wages, building safety, and subcontracting. Uniform legal commands would be too blunt. Still, flexible standards create uncertainty. Companies may over-comply through rigid contractual pressure, or under-comply through symbolic procedures. The more useful approach is to assess whether the measure corresponds to the severity, likelihood, and remediability of harm (Kadir, 2026b).

The liability model also raises a problem of evidence. Rightsholders harmed in a supply chain may not have access to internal risk assessments, audit reports, supplier correspondence, or board-level compliance records. A civil claim may fail not because harm is absent, but because the claimant cannot prove what the company knew or should have known. The CSDDD tries to address parts of this issue through complaint mechanisms, stakeholder engagement, and reporting duties. Still, access to evidence remains a serious procedural barrier. If national transposition does not address disclosure, limitation periods, litigation costs, and standing, civil liability may exist in legal form while remaining hard to use in practice.

A more critical reading is needed here. Due diligence can become a managerial process that absorbs critique without changing business conduct. Companies may produce risk maps, supplier questionnaires, annual statements, and corrective-action plans while leaving the commercial structure intact. The danger is not imaginary. Mandatory due diligence may harden soft law, but it may also normalize a compliance industry around audits and documentation. A legal system that takes civil liability seriously should not treat documentation as proof of responsible conduct by itself. The real question is whether the company used available leverage to reduce harm, support remediation, and avoid business practices that made violations predictable (Rudnicka & Reichel, 2024).

## **2. Contracts as Channels of Regulatory Transmission in Global Supply Chains**

The practical force of the CSDDD will be felt through contracts. Lead companies will revise supplier agreements, purchasing terms, codes of conduct, audit clauses, data-sharing duties, and termination provisions. That is predictable because companies cannot perform due diligence alone. They need information from subsidiaries and business partners (Shulman, 2024). They need contractual access to production sites, worker data, environmental records, and subcontracting arrangements. The contract becomes a transmission belt between EU public regulation and private economic relations outside the EU. This does not mean the contract loses its commercial character. It means commercial exchange is increasingly mixed with regulatory tasks.

This movement can be useful. Contractual clauses can require suppliers to prohibit forced labor, maintain occupational safety standards, respect land rights, prevent unlawful pollution, disclose subcontractors, and cooperate with remediation. In a realistic supply chain, these clauses may be faster than litigation and more flexible than state inspection. A buyer can suspend orders, require corrective action, or fund technical support (Bitar & Schrempf-Stirling, 2025). Yet the same clauses can also become one-sided. A buyer may impose warranties, indemnities, and termination rights without sharing the cost of compliance. The supplier then becomes the first target of contractual sanction, although some risks are linked to the buyer's pricing and delivery model.

The CSDDD recognizes contractual assurances, but it cannot be reduced to contractual assurances. This distinction matters. If due diligence becomes a matter of obtaining signatures from suppliers, the legal duty is hollowed out. A supplier's promise does not automatically prevent child labor, illegal deforestation, wage theft, or unsafe waste disposal. Contracts must be connected to actual risk assessment, monitoring, engagement, and remediation. A buyer that relies only on boilerplate clauses may satisfy internal paperwork while failing the substance of due diligence. The more credible model uses contracts as part of a broader system, including capacity building, fair purchasing practices, grievance mechanisms, and escalation procedures (Giovannone, 2024).

Termination clauses require special attention. In ordinary contract law, termination protects a party from continued exposure to breach. In sustainability due diligence, immediate termination may harm the very workers or communities the rule intends to protect. A factory losing its main buyer may close suddenly, leaving unpaid wages and no remediation. A smallholder supplier removed from a chain may sell to less demanding buyers. The CSDDD's emphasis on prevention, mitigation, and remediation suggests that disengagement should be responsible, not automatic. Suspension or termination may be justified for severe harm, but the legal evaluation should ask whether exit improves the situation or merely relocates risk beyond the buyer's field of view (Hogan & Reyes, 2023).

There is also a problem of contractual standardization. Large companies tend to use global templates. These templates are efficient, but they may ignore local legal systems and sectoral conditions. A supplier in Indonesia dealing with land permits, customary claims, and plantation certification cannot be treated in exactly the same way as a European logistics provider. A supplier in the garment sector may face subcontracting pressures during peak seasons that require different preventive measures. Standard clauses are not useless; they provide baseline expectations. Still, due diligence becomes more credible where contract terms are adjusted to the risk profile and bargaining position of the supplier.

The contract also affects access to remedy. Many supplier codes require internal complaints systems, worker hotlines, or grievance channels. These mechanisms may help detect harm earlier. They may also fail if workers distrust company-run systems, fear retaliation, or cannot access the process in their own language (Mak, 2022). A contractual grievance mechanism is not the same as an effective remedy. It must be legitimate, accessible, predictable, equitable, transparent, rights-compatible, and capable of learning from complaints. Those criteria are familiar from the UNGPs, but their translation into supplier contracts remains uneven. In civil-law terms, a grievance clause should not merely protect the buyer's compliance file. It should give affected persons a usable path to repair.

A socio-legal reading of these contracts exposes the limits of formal consent (Kadir, 2026c). Suppliers may "agree" to sustainability clauses because refusal means losing the buyer. That does not invalidate the contract automatically, but it weakens the assumption that obligations are freely negotiated. Contract law has long recognized doctrines that correct unfairness, such as good faith, abuse of rights, unconscionability in some systems, and control of unfair terms. Sustainability due diligence gives those doctrines a new relevance. A buyer that shifts all legal risk to suppliers while preserving commercial practices that intensify harm may comply in form and fail in substance. The fairness of the contract becomes part of the fairness of due diligence itself (Buhmann & Feld, 2024).

### **3. Reallocating Risk, Cost, and Remedy in Transnational Civil Responsibility**

The main distributive issue is simple, although the legal details are not. Who pays for sustainability due diligence? A lead company may pay for internal compliance staff, external legal advice, and reporting systems. Suppliers often pay for changes on the ground: safer equipment, wage documentation, traceability software, environmental testing, waste management, certification, worker training, or new recruitment procedures. Some of those costs are legitimate business costs. The problem arises where the buyer imposes extensive requirements while continuing to squeeze prices and delivery times. In that situation, due diligence may become a private cost-transfer mechanism rather than a shared responsibility model (Kadir, 2026a).

The CSDDD should be read against this distributional background. Its obligations apply to large companies, but implementation inevitably reaches smaller companies through contracts. The Directive attempts to limit excessive burden on small and medium-sized enterprises, yet supply-chain pressure does not always follow legal scope. A non-covered supplier may still receive complex questionnaires, audit demands, warranty clauses, and data requests from a covered buyer. This is the so-called trickle-down effect. It is not entirely avoidable because covered companies need supplier information. The issue is whether the covered company provides proportionate support and avoids using due diligence as a reason to impose unilateral contractual discipline.

Civil liability should reflect this allocation of power. A lead company should not be treated as responsible for every wrongful act of every supplier. That would stretch liability beyond workable limits. At the same time, a lead company should not escape responsibility simply by pointing to the supplier's separate legal personality (Boskovic, 2024). A better approach is relational. Liability should be assessed by examining knowledge, leverage, contribution to risk, contractual control, and the reasonableness of preventive measures (Feld, 2026). This approach does not create unlimited liability. It connects responsibility to the company's actual position within the chain. It also fits the logic of due diligence, which is based on risk, influence, and action rather than formal ownership alone (Krajewski, 2023).

The relational approach can be illustrated through a realistic purchasing scenario (Smit et al., 2021). A European apparel brand requires a supplier to comply with labor standards, prohibits unauthorized subcontracting, and reserves audit rights. At the same time, it places late design changes, shortens delivery periods, and threatens cancellation if shipment dates are missed. The supplier then

uses an informal subcontractor that employs workers without proper safety measures. A purely formal analysis blames the supplier for breach. A due diligence analysis asks a further question: did the buyer's commercial conduct make the breach foreseeable? If yes, the buyer's liability cannot be dismissed merely because the prohibited conduct occurred outside its corporate group (Lafarre & Rombouts, 2022).

Environmental harm creates similar complications. A company sourcing agricultural commodities may require no-deforestation commitments, land-use documentation, and environmental permits. Yet traceability may be weak where supply passes through traders and aggregators. The buyer may know that the region has land conflicts or illegal clearing risks. A reasonable due diligence system would require more than a contractual promise. It may require mapping, satellite checks, independent verification, engagement with local communities, and remediation arrangements where harm occurs. The content of due diligence depends on the severity and likelihood of harm. A generic supplier declaration is less convincing where the risk is well-known and serious (Albuquerque, 2024; Shulman, 2024).

Access to remedy remains the weakest point. Civil liability can exist on paper but fail in practice if affected persons cannot sue, cannot obtain evidence, cannot finance litigation, or cannot connect damage to the lead company's breach. The CSDDD improves the legal vocabulary but does not remove every procedural barrier. National implementation will matter. Limitation periods, representative actions, disclosure rules, burden of proof, and litigation funding can decide whether the civil liability provision becomes meaningful. A strong remedial design would allow courts to examine internal due diligence records and contractual practices without forcing claimants to prove facts hidden inside corporate systems.

A further concern is the role of auditors and consultants. Due diligence practice often depends on intermediaries that conduct risk assessments, factory inspections, training, or certification. Their reports may shape contractual decisions and litigation defenses (Harrison, 2026). Yet audit systems have known weaknesses. Workers may be coached, documents may be prepared for inspection, and short site visits may miss structural problems (Lichuma, 2024). Regulatory intermediaries can improve expertise, but they can also create a professional market for shallow compliance. Courts and regulators should be cautious in treating third-party reports as conclusive proof. They are evidence, not immunity.

The better reading of the CSDDD is not anti-business. It is anti-formalism. Companies need legal certainty, and suppliers need workable obligations. A due diligence regime that is too vague may produce defensive paperwork. A regime that is too rigid may push buyers to cut ties with higher-risk regions, leaving vulnerable workers with fewer protections (Bitar & Schrempf-Stirling, 2025). The law should encourage continued engagement where improvement is possible and require disengagement where harm is severe, irremediable, or deliberately concealed. This balance is not elegant, but supply-chain governance rarely is. Private law must work with imperfect information, unequal bargaining, and commercial pressure that cannot be removed by drafting better clauses alone (Areias, 2024).

The CSDDD's deeper contribution is that it places civil liability, contract, and sustainability in the same analytical field. It becomes harder to separate commercial terms from human rights and environmental consequences. Price, delivery time, audit rights, termination clauses, and remediation funds are no longer merely operational matters. They are part of the legal assessment of responsible conduct. This is where socio-legal analysis helps. It prevents the lawyer from reading the contract as a clean document detached from production reality. It also prevents the sociologist from ignoring the doctrinal constraints of liability. The meeting point is a more grounded account of private responsibility in global markets.

## CONCLUSION

Technology-facilitated domestic violence exposes a classification problem in contemporary law. Digital abuse is often processed as cyber harassment, privacy invasion, communications misconduct, or platform harm, while the domestic structure of control remains under-analysed. A better legal reading treats technology as the medium, not the essence, of the abuse. The relevant question is whether digital conduct forms part of coercive control through surveillance, intimidation, humiliation, sexual leverage, economic restriction, isolation, or post-separation domination. The Serious Crime Act 2015, the Domestic Abuse Act 2021, the Domestic Abuse (Scotland) Act 2018, New South Wales coercive-control reforms, the Online Safety Act 2023, the EU Digital Services Act, and Australia's

Online Safety Act 2021 each offer partial tools. None is sufficient alone. Domestic violence law must connect course-of-conduct reasoning with digital-risk awareness, platform governance, and careful protection-order drafting.

The most defensible model is victim-centred but procedurally restrained. It recognises digital coercive control, incorporates digital indicators into risk assessment, updates protection orders for networked abuse, requires platform cooperation, and regulates evidence collection through necessity, specificity, minimisation, and protected disclosure. This model does not treat every unpleasant online interaction as domestic violence. It asks whether the conduct restricts the victim's autonomy in a relational pattern of domination. That distinction is legally important. It protects victims whose abuse has moved from the home into devices, while keeping criminal law anchored in proof, proportionality, and fair process.

## REFERENCES

- Albuquerque, B. (2024). The interplay between environmental crime and corporate sustainability due diligence. *New Journal of European Criminal Law*, 15(2), 209–224. <https://doi.org/10.1177/20322844241253182>
- Areias, S. A. (2024). Striving for a Rapid Transition: How Companies are Approaching Integrating Respect for Human Rights in Their Climate Action. *Business and Human Rights Journal*, 9(2), 334–340. <https://doi.org/10.1017/bhj.2024.17>
- Bitar, R., & Schrempf-Stirling, J. (2025). From Critique to Action: A Capability Approach to Reimagining Human Rights Due Diligence. *Journal of Business Ethics*. <https://doi.org/10.1007/s10551-025-06175-7>
- Boskovic, O. (2024). Extraterritoriality and the proposed directive on corporate sustainability due diligence, a recap. *Journal of Private International Law*, 20(1), 117–128. <https://doi.org/10.1080/17441048.2024.2338622>
- Bueno, N., Bernaz, N., Holly, G., & Martin-Ortega, O. (2024). The EU Directive on Corporate Sustainability Due Diligence (CSDDD): The Final Political Compromise. *Business and Human Rights Journal*, 9(2), 294–300. <https://doi.org/10.1017/bhj.2024.10>
- Buhmann, K., & Feld, L. (2024). Shifting boundaries: a transnational legal perspective on the EU Corporate Sustainability Due Diligence Directive. *Transnational Legal Theory*, 15(3), 370–396. <https://doi.org/10.1080/20414005.2024.2426961>
- Ciacchi, S. (2024). The newly-adopted Corporate Sustainability Due Diligence Directive: an overview of the lawmaking process and analysis of the final text. *ERA Forum*, 25(1), 29–48. <https://doi.org/10.1007/s12027-024-00791-y>
- Cutler, A. C. (2023). Blind Spots in IPE: Contract Law and the Structural Embedding of Transnational Capitalism. *Review of International Political Economy*, 31(3), 831–853.
- Deva, S. (2023). Mandatory human rights due diligence laws in Europe: A mirage for rightsholders? *Leiden Journal of International Law*, 36(2), 389–414. <https://doi.org/10.1017/S0922156522000802>
- Feld, L. (2026). Leading the Way or Crossing the Line? The Extraterritorial Dimension of the EU Directive on Corporate Sustainability Due Diligence. *Business and Human Rights Journal*, 11(1), 23–45. <https://doi.org/10.1017/bhj.2025.10038>
- Giovannone, M. (2024). The European directive on corporate sustainability due diligence: The potential for social dialogue, workers' information and participation rights. *Italian Labour Law E-Journal*, 17(1).
- Harrison, J. (2026). Human rights due diligence: Lessons from a regulatory intermediary perspective. *Netherlands Quarterly of Human Rights*. <https://doi.org/10.1177/09240519261433385>
- Hogan, B. F., & Reyes, J. (2023). Downstream Human Rights Due Diligence: Informing Debate Through Insights from Business Practice. *Business and Human Rights Journal*, 1–7. <https://doi.org/10.1017/bhj.2023.27>
- Jaap Geerlof. (2019). A New Social Contract: Substituting the Neoliberal Public Policy Paradigm With a Participatory Public Policy Paradigm. *World Futures*, 75(4), 222–241.
- Kadir, Z. K. (2026a). Narrative Closure in Honor killing Cases: How Judgments Stabilise Meaning, Eliminate Ambiguity, and Produce Sentencing Certainty. *Punggawa Law Review*, 1(1), 1–10.

- Kadir, Z. K. (2026b). Neurocriminology and the Next Generation of Criminological Theory: Integration, Limits, and Ethical Risks. *Punggawa Global Research: Jurnal Multidisiplin*, 1(1), 1–8.
- Kadir, Z. K. (2026c). Siri’Killing dalam Masyarakat Bugis-Makassar: Konstruksi, Pola Pembunuhan, dan Respons Hukum Pidana. *MUTIARA: Jurnal Ilmiah Multidisiplin Indonesia*, 4(2), 158–172.
- Kilimcioğlu, B. (2025). The French duty of vigilance law: A reference guide for the transposition of the corporate sustainability due diligence directive. *Netherlands Quarterly of Human Rights*, 43(1), 31–54. <https://doi.org/10.1177/09240519251318136>
- Krajewski, M. (2023). Mandatory Human Rights Due Diligence Laws: Blurring the Lines between State Duty to Protect and Corporate Responsibility to Respect? *Nordic Journal of Human Rights*, 41(3), 265–278. <https://doi.org/10.1080/18918131.2023.2195232>
- Lafarre, A., & Rombouts, B. (2022). Towards Mandatory Human Rights Due Diligence: Assessing Its Impact on Fundamental Labour Standards in Global Value Chains. *European Journal of Risk Regulation*, 13(4), 567–583. <https://doi.org/10.1017/err.2022.23>
- Lichuma, C. O. (2024). Mandatory Human Rights Due Diligence (mHRDD) Laws Caught Between Rituals and Ritualism: The Forms and Limits of Business Authority in the Global Governance of Business and Human Rights. *Business and Human Rights Journal*, 9(2), 250–269. <https://doi.org/10.1017/bhj.2023.47>
- Mak, C. (2022). Corporate sustainability due diligence: More than ticking the boxes? *Maastricht Journal of European and Comparative Law*, 29(3), 301–303. <https://doi.org/10.1177/1023263X221105714>
- Rudnicka, A., & Reichel, J. (2024). CSOs’ Perception of Corporate Activism on the LGBT+ Community in Poland. *Business and Human Rights Journal*, 9(1), 176–182. <https://doi.org/10.1017/bhj.2023.14>
- Shulman, S. (2024). Corporate Sustainability Due Diligence. *Columbia Journal of Environmental Law*, 49(2), 479–523. <https://doi.org/10.52214/cjel.v49i2.12633>
- Smit, L., Holly, G., McCorquodale, R., & Neely, S. (2021). Human rights due diligence in global supply chains: evidence of corporate practices to inform a legal standard. *The International Journal of Human Rights*, 25(6), 945–973. <https://doi.org/10.1080/13642987.2020.1799196>
- Ukamwa, N. (2026). Towards a Definition of a Sustainable Corporation Under the International Frameworks on Business and Human Rights. *Business and Human Rights Journal*, 11(1), 72–89. <https://doi.org/10.1017/bhj.2025.10039>