Clifford Chance

BRIEFING

EU Public Procurement Reform

The Commission Proposes Major Changes

15 September 2026

The European Commission has proposed a Regulation on public contracts and concessions the "EU Public Procurement Act" - which represents a fundamental restructuring of, rather than a cosmetic update to, the existing EU public procurement framework that has not appreciably changed for decades.

Key issues

1. Will the proposed changes result in significant change to the way public tenders are conducted – for public buyers and private bidders?
2. What would replace the familiar procurement procedures?
3. How would the new "European preference" regime affect suppliers from non-EU countries?
4. Which new mandatory quality criteria and sustainability obligations would apply?
5. How would the rules on exclusion grounds, eligibility and contract modifications change?
6. When might the new rules apply, and how likely is this draft proposal to become law without further changes?

The European Commission proposal

On 9 September, the European Commission formally adopted its proposal for a Regulation on public contracts and concessions (COM (2026)) 590 final), which it is referring to as the EU Public Procurement Act.

The proposal would repeal all three existing EU procurement directives – the classical procurement directive (2014/24/EU), the utilities directive (2014/25/EU) and the concessions directive (2014/23/EU) – and replace them with a single, directly applicable Regulation, ending the current system under which each member state transposes EU procurement rules into its own national law.

Why reform?

The Commission's reform proposal follows from its recent evaluation of the three existing 2014 procurement directives, which highlighted significant administrative burdens, legal uncertainty, and limited strategic use of procurement. These findings, echoed by the European Court of Auditors, also include declining competition, limited participation by SMEs and cross-border bidders, and an increase in single-bid procedures. The Commission explicitly links its proposal to the Draghi and Letta reports, which identify public procurement as a strategic instrument to strengthen the EU's industrial base, foster innovation and the green and digital transitions, and enhance economic security and strategic autonomy. Public procurement represents approximately 15% of the EU's GDP, which the Commission cites as a key reason for the file's strategic and geopolitical importance.

High-profile contract disputes involving suppliers from countries such as China – and the judgments of the Court of Justice in Kolin (C-652/22) and Qingdao (C-266/22), which held that non-GPA/FTA third-country suppliers have no enforceable rights under EU procurement law – have further intensified political demand for a renewed EU-level framework.

Centralisation under a single-Regulation

Under the current regime, the classical procurement directive (2014/24/EU), the utilities directive (2014/25/EU), and the concessions directive (2014/23/EU) all required transposition into national law by each member state, resulting in divergent implementation, additional national requirements ("gold-plating"), and legal fragmentation across the Single Market. The proposal repeals all three directives and introduces a single Regulation that will apply directly and uniformly in every member state, in principle without the need for national implementing legislation, though some limited domestic-level implementation and institutional adaptation by Member States will still be required. The proposal also consolidates both "how to buy" rules (such as exclusion grounds) and "what to buy" rules (such as energy efficiency and circularity criteria), which are currently dispersed across more than fifty separate EU legal acts, many of which will be amended or repealed by the Regulation's final provisions.

For public buyers, the Commission's intention is that a single, EU-wide rulebook applies, without reliance on national implementing legislation, guidance, or case law for tenders above the EU procurement thresholds. For bidders and contractors operating in multiple member states, the practical benefit is clear: the same rules will apply across the EU, removing national variations that have historically increased cost and legal risk for cross-border bidding.

New procedural framework: three procedures instead of six

Under the current directives, public buyers can select from six procurement procedures:

- open,
- restricted,
- competitive dialogue,
- competitive procedure with negotiation,
- innovation partnership, and
- negotiated procedure without prior publication (only in exceptional cases).

Negotiation is currently not allowed under the standard open and restricted procedures, and is tightly limited in the others – restricted to specific, complex, or innovative procurements.

The new proposal replaces the current six-procedure system with three main procedures – open, dynamic and innovation (see below) - and makes negotiation generally available rather than restricting it to special cases.

This represents a significant structural change for both public buyers and bidders. Public buyers will benefit from increased flexibility, ultimately enabling more effective and tailored purchasing outcomes. For bidders, the broader availability of negotiation opens up new opportunities to engage with and influence a wider range of procurements. While this will require a more proactive approach and greater investment in the negotiation phase, it also allows bidders to help shape outcomes that better reflect their strengths and capabilities.

Open procedure

This becomes the standard procedure for all public contracts and concessions. In structure, it resembles a simplified combination of today's open procedure and negotiated procedure. Any interested economic operator may submit a tender but, unlike under the current open procedure, where eligibility (selection) criteria are mandatory and negotiation is not permitted at all, the new open procedure makes both eligibility criteria and negotiation optional - to be decided by the public buyer for each individual procedure. Where the public buyer opts to negotiate, it may do so in one or more rounds, progressively reducing the number of participants based on the award criteria.

Dynamic procedure

This transforms the current dynamic purchasing system (not an existing procedure, but more of an open-market framework within which contracting authorities can make purchases) into a more defined (and hopefully therefore more used) procedure. Economic operators may join at any time by sharing their eligibility profile with the public buyer, and public buyers may choose a version of the procedure with or without eligibility

Procurement procedures

Current regime:

1. Open
2. Restricted
3. Competitive dialogue
4. Competitive procedure with negotiation
5. Innovation partnership
6. Negotiated procedure without prior publication

Proposed regime:

1. Open
2. Dynamic
3. Innovation

criteria. Where more than five expressions of interest are received for an individual contract, the public buyer may invite only five (or more) of them, to be selected by random indiscriminate algorithmic determination – in other words, a computer-run lottery among qualifying candidates rather than a ranking based on their proposals.

Innovation procedure

This replaces the innovation partnership, the tool currently used to develop and then acquire innovative solutions that are not yet available on the market.

The new procedure proceeds through five phases:

- determination of the societal challenge to be addressed and of the framework against which proposals will be assessed;
- launch of the procedure (preceded by a market consultation of at least two months); selection of solution proposals;
- testing and validation of the most promising proposals (up to two years, with upfront milestone payments to the economic operators involved);
- award of the contract for deployment of the successful solution (for up to five years after a positive decision, without any further competition).

Intellectual property rights arising during the procedure will remain with the economic operator by default, unless overriding public interest reasons apply, such as preventing the public buyer becoming locked into a single supplier's technology or protecting critical infrastructure.

As explained further below, this procedure no longer includes the procurement of the underlying research and development itself, which is instead carved out entirely and dealt with under a separately proposed European Innovation Act (COM(2026) 567 final).

Special procedures

In addition to the three main procedures described above, the proposal retains a residual special procedure (draft Articles 46–48) for narrowly defined exceptional circumstances. In these specific cases, public buyers may award a public contract by requesting a solution directly from one or more economic operators, without the need for a competitive process or prior publication of tender information, provided a public summary of the result is published afterwards. The permitted circumstances mirror those familiar from the current negotiated procedure without prior publication – including situations where only a particular economic operator can supply the solution (for example, for reasons of exclusive rights, technical absence of competition, or protection of essential security interests), certain additional deliveries or commodity-market purchases, defined cultural, social, and catering-related service contracts, and cases of extreme urgency or declared emergency or crisis. Even where used, the award must still comply with the principles of non-discrimination, equal treatment and transparency.

Framework agreements

Framework agreements (arrangements under which a public buyer sets terms for a series of future individual contracts, rather than tendering each one separately) remain available. Their maximum duration is shortened to three years where concluded with a single economic operator and five years where concluded with several operators, extendable only in duly justified exceptional cases. Individual contracts based on a framework agreement may not run more than 50% beyond the framework's own duration.

For contracting authorities that currently rely on the existing rules' longer, framework agreements (up to eight-years under the utilities directive), this represents a significant tightening and will necessitate more frequent re-tendering. For contractors, the shorter maximum durations will create more regular opportunities to compete for framework positions, but may also lead to reduced certainty and stability over the longer term of any individual award.

"European preference": grounded in Kolin and Qingdao

This is one of the most significant new elements of the proposal and has no equivalent under the current directives. Draft Articles 70–77 introduce a "European preference" framework. This distinguishes between "covered" economic operators, goods, services and works — those originating in the EU, or in GPA or FTA states — and "non-covered" operators, goods, services and works, essentially those originating elsewhere, most notably China.

A Commission online tool will determine coverage for each procurement. Based on this, public buyers may restrict participation to covered operators only, apply price reductions or scoring advantages to covered tenders, or reject tenders where the content to be provided by covered operators falls below 50% of the estimated value.

The Commission may also, by delegated act, exclude specific third-country operators or goods from coverage if a market access analysis shows that the third country has not granted EU businesses fair and reciprocal access to its own public procurement market, or where necessary to protect security of supply or the EU’s economic security interests. The Commission also retains the discretion to make European Preference requirements mandatory, rather than optional, where this serves the EU’s interest.

For EU, GPA and FTA-country suppliers, this framework offers a significant competitive advantage, with access to restricted competitions and pricing or scoring preferences over non-covered rivals. For non-covered suppliers, particularly those based in or sourcing from China and other non-GPA, non-FTA countries, the framework introduces a much higher risk of exclusion, competitive disadvantage or rejection of an otherwise compliant

GPA/FTA suppliers

Non-EU suppliers may qualify as a GPA or FTA supplier.

A GPA supplier is from a state that is a signatory to the WTO Agreement on Government Procurement (GPA)

An FTA supplier is from a state with a free trade agreement (FTA) or customs union agreement with the EU.

tender, and should prompt a thorough review of EU market strategy and supply chain origin.

Award criteria: Best Price-Quality Ratio is now the default

Under the current rules, contracts are generally awarded to the tender offering the best price-quality ratio (under the so-called MEAT (most economically advantageous tender) criterion), but member states may permit awards based solely on price or cost, with no minimum quality weighting. The proposal changes this: Best Price-Quality Ratio ("BPQR") becomes the mandatory award method, with quality criteria required to carry at least 30% of the total evaluation score, rising to 50% for labour-intensive contracts (such as cleaning, catering, or care services). Public buyers may even set a fixed price and invite competition solely on quality (draft Article 98(2)).

However, it should be noted that public buyers may still award mainly on price, but only through a "comply or explain" mechanism, demonstrating in the competition summary that quality is secured through technical specifications or contract conditions.

Public buyers retain broad discretion in defining quality criteria, provided they are linked to the contract, non-discriminatory, proportionate, specific, objective, and measurable. Draft Article 98(2) gives a non-exhaustive list of examples public buyers may draw on:

- technical merit, aesthetic and functional characteristics, accessibility and design for all users, and production methods;
- environmental and climate-related considerations, food-specific considerations, social considerations, innovation objectives, security and public safety interests, resilience and security-of-supply requirements, and European Preference (where applied as a scoring advantage rather than a participation restriction);
- the quality of staff assigned to the contract, including their organisation, qualifications and experience, where this can materially affect performance; and
- after-sales service, technical assistance and delivery conditions.

Life-cycle costing, including direct costs and monetised environmental externalities, may also be used and counts towards the minimum quality weighting.

This change will be most noticeable in smaller, lower-value procurements or in the health sector, where price-only awards are common, as larger contracts already tend to weigh quality alongside price. For bidders, especially quality-focused suppliers, the mandatory quality floor is a positive development, reducing their risk of being undercut on cost alone and allowing greater differentiation on sustainability, expertise, service, or security. For public buyers, the wide discretion over quality criteria offers an opportunity to align evaluation with strategic priorities, though award methodologies for routine purchases will need to be updated to meet the new minimum weighting, and any use of the "comply or explain" mechanism must be documented and justified in advance.

Green public procurement: consolidation, not a fundamental change

Under the current directives, contracting authorities may already consider environmental factors in technical specifications, selection and award criteria, and contract performance conditions, and may use life-cycle costing when comparing tenders. However, the relevant rules and sector-specific requirements are dispersed across the classical procurement directive as well as empowerments to set mandatory green public procurement requirements currently scattered across five sectoral instruments. The proposal (draft Articles 50 – 54) consolidates these into a single "green public procurement" chapter, but does not make the use of environmental criteria mandatory in general: public buyers "may" take environmental and climate-related considerations into account — including climate mitigation and adaptation, water and marine resources, the circular economy, pollution prevention, and biodiversity — provided these criteria are linked to the contract’s subject-matter.

The proposal introduces one mandatory obligation: public buyers must, in principle, purchase only products, services, and works with high energy efficiency performance, referencing existing EU energy labelling and ecodesign frameworks. Building purchases or new leases must generally meet the EU Taxonomy Regulation (Regulation (EU) 2020/852) — the EU's classification system for identifying which economic activities qualify as environmentally sustainable — as further specified for buildings in Commission Delegated Regulation (EU) 2021/2139. The Commission also retains the power to impose further mandatory environmental requirements for specific product categories by delegated or implementing act, enabling the introduction of green criteria for categories like IT equipment, vehicles, or office supplies in future without a new co-decision process.

For public buyers, the practical impact will be modest for most procurements, as most substantive criteria are carried over from existing sectoral legislation. The main new requirement is the mandatory energy efficiency obligation, which will require active compliance checks for energy-related products, buildings, and related services. For bidders — especially suppliers of energy-related products — this chapter introduces both a compliance requirement (energy efficiency evidence) and a commercial opportunity, as circular and refurbished offerings are now explicitly recognised as legitimate alternatives to new products. Overall, the impact of this chapter is expected to be limited and incremental, as most public buyers already apply similar environmental criteria under the current, more fragmented framework.

Exclusion grounds: consolidation and expansion, self-cleaning narrowed

The proposal consolidates exclusion grounds currently scattered across separate EU legal acts into a single catalogue (draft Articles 25–26) and expands the list of mandatory grounds from six to eleven, adding five new grounds: criminal offences concerning the employment of illegally staying third-country nationals, environmental criminal offences, violations of EU restrictive measures (sanctions), fraudulent use of non-cash payment instruments, and offences relating to the sexual abuse and exploitation of children.

Another significant change concerns "self-cleaning". Under the current rules, an economic operator can demonstrate to a public buyer’s satisfaction that it has taken sufficient remedial measures (such as compensating damage, cooperating with authorities, or adopting compliance measures) to avoid exclusion, even where a mandatory ground for exclusion would otherwise apply. Under the proposal, this self-cleaning remains available only for optional exclusion grounds; it is no longer permitted for any of the eleven mandatory grounds. This materially increases compliance exposure for affected companies, as a conviction on one of the mandatory grounds will now result in exclusion regardless of any remedial steps taken.

For bidders and contractors, this is one of the most significant changes in the proposal: companies can no longer avoid exclusion for a mandatory ground by demonstrating remedial action, so a relevant conviction will result in automatic exclusion for the duration of the exclusion period. Groups with international supply chains and compliance functions should view the expanded list of mandatory grounds, particularly the new environmental and sanctions-related grounds, as a heightened bid-eligibility risk. For public buyers, the broader catalogue and removal of self-cleaning for mandatory grounds should simplify exclusion decisions, but will also require more robust verification processes given the increased consequences of exclusion.

A related but distinct shift concerns optional exclusion grounds. Because the proposal takes the form of a directly applicable Regulation, public buyers will, from entry into force, decide fully and directly whether to apply the optional exclusion grounds in a given procedure. This differs from the position in at least some jurisdictions today, where Member States decide, when transposing the current classical procurement directive, whether to make an optional exclusion ground mandatory as a matter of national law – and where they do so, public buyers in that jurisdiction have no choice but to exclude an economic operator on that ground, without any case-by-case discretion. Removing this national layer of discretion in favour of direct, case-by-case discretion for each public buyer is a significant structural change in those jurisdictions, and one that public buyers and bidders alike should factor into how they assess exclusion risk going forward.

Subcontracting: ban on wholesale subcontracting

The proposal introduces a new rule not present in current directives: a contract cannot be subcontracted in its entirety, nor can a subcontractor further subcontract the whole contract (draft Article 24(1)). The current directives do not contain an equivalent express prohibition at EU level — Article 71(2) of the classical procurement directive only provides that a contracting authority may ask, or may be required by a Member State to ask, a tenderer to indicate any share of the contract it intends to subcontract — though how this has been transposed and interpreted varies by Member State, and in some jurisdictions (for example Poland) it has been interpreted as already precluding full subcontracting. The proposal also makes disclosure of intended subcontracting shares in the tender mandatory, and expands post-award disclosure to more cases, including those involving security measures or European Preference requirements.

For contractors relying on subcontracting models, this is a significant change, requiring genuine retention of contract performance responsibility. For public buyers, the ban simplifies oversight but will require closer scrutiny of subcontracting arrangements at the tender stage.

Eligibility criteria: SME-access measures

Two new limits are intended to make it easier for small and medium-sized enterprises to bid for public contracts. First, where a public buyer applies eligibility criteria (financial or technical capacity), any minimum annual turnover requirement imposed upon potential bidders may not exceed 50% of the estimated contract value (draft Article 27(7)). Second, prior experience of having performed public contracts is no longer permitted as a condition for participation, except where justified by the complexity of the contract (draft Article 27(6)).

This is the most impactful SME measure in the proposal: SMEs and newer market entrants who previously struggled to meet turnover or track-record requirements set at twice the contract value will now have much improved access to public contracts. For public buyers, especially in high-value construction and complex service procurements, however, the lower turnover ceiling raises practical questions about how to assess a tenderer’s financial capacity, and may require greater reliance on other assurances such as guarantees or insurance.

Security and resilience: a standalone chapter, with new termination safeguards

The proposal introduces a completely new, standalone chapter on security and resilience (draft Articles 66 – 69), which has no direct counterpart in the current directives. It addresses the protection of critical infrastructure, cybersecurity, dependency on third-country supply chains, and the prevention of harmful third-country interference, enabling — and in some cases requiring — public buyers to consider these factors throughout the procurement process.

Specifically:

- a public buyer must conduct and document a written proportionality assessment;
- the contractor must, in principle, be notified in writing of the grounds and evidence relied upon and given at least ten calendar days to respond and propose remedial action;
- and the contractor must cooperate to secure or transfer relevant data and assets to maintain continuity of any critical services affected.

Additional resilience and security-of-supply requirements apply to contracts performed by entities designated as "critical entities" under the EU's Critical Entities Resilience Directive (Directive (EU) 2022/2557), and the Commission retains the power to impose mandatory security specifications, by delegated act, for categories of goods, services or works that present a systemic risk.

For contractors, particularly those supplying critical infrastructure operators or products with digital components, this chapter sets a higher standard for both participation and contract performance: bidders will need to demonstrate strong security and supply-chain resilience credentials to remain competitive, and contractors already engaged may face a genuine risk of termination or exclusion during performance on security grounds, though this is subject to a proportionality assessment and a right to be heard. For public buyers, the chapter provides a significant new tool to manage supply chain and security risks, but exercising these powers — especially termination and exclusion — will require thorough documentation to withstand scrutiny.

Contract modifications: some shifts in emphasis and a new publication requirement

Under the current classical procurement directive, a contract may only be modified during its term without a new procurement procedure if the change is not "substantial" — meaning the change would not have affected the outcome of the original competition (if introduced at that time) and does not alter essential terms such as scope, economic balance, or contractor identity – or the change is expressly permitted (including: unforeseeable circumstances, necessary additional works and corporate restructuring). This regime, based on the Court of Justice's pressetext case law and codified in Article 72, provides a relatively detailed positive list of permitted modifications.

The draft provision (draft Article 106) broadly follows the same logic: non-substantial modifications remain permissible, and substantial modifications are allowed only in defined cases. However, it is not a direct reproduction; it is more restrictive in some respects and more flexible in others:

- Structurally, it shifts from a positive list to a general prohibition on substantial contract changes, with specified exceptions. This, combined with extended documentation obligations, may make public buyers more cautious about modifying contracts.

- The draft provision also introduces a general requirement that any modification must respond to objective needs arising during performance and be limited to what is necessary and appropriate to ensure performance and continuity — a different, arguably more workable, test than the current one.
- The final proposal further introduces a single, simpler 15% de minimis threshold: modifications below this are automatically deemed non-substantial, provided they do not shift the contract’s economic balance in favour of the contractor.
- The definition of substantial modification is simplified compared to Article 72, though some ambiguity remains, particularly regarding changes to the "condition of competition" and whether every change to an "essential term or condition" should be deemed substantial.
- A significant change concerns the 50% threshold for additional works and unforeseen circumstances: instead of acting as a hard cap, it now triggers a prior publication requirement. Any modification exceeding 50% of the initial contract value must be publicly summarised before the change is made (except in emergencies), while smaller modifications must be published within 20 days, with successive modifications assessed cumulatively to prevent threshold circumvention.
- The proposal also extends information, record-keeping, and audit obligations: before modifying a contract, the public buyer must establish, with objective and verifiable evidence, that the conditions for modification are met, and must keep detailed records for review. These obligations do not apply to adjustments made under separately agreed indexation or performance-based mechanisms, which are excluded from the modification regime.

For clients managing long-term contracts, concessions, and frameworks, this means any material variation, extension, or scope change must be checked against the new 15% threshold and, if above 50%, planned around the prior publication requirement — though clients should note that exceeding 50% is a transparency trigger, not an automatic bar on the modification itself.

For contractors, the changes may offer greater clarity on when modifications are safe from challenge, but also introduce new transparency obligations, making significant contract variations more visible to competitors and the market. For public buyers, the shift to a general prohibition with exceptions, combined with new documentation requirements, may create an incentive to avoid modifications altogether, even where justified — something contractors relying on flexible, long-term contracts should factor into their risk planning.

EU Remedies Directives remain

The proposal does not affect the separate EU Remedies Directives (Directive 89/665/EEC for the classical public sector and Directive 92/13/EEC for the utilities sector), which govern the rights of disappointed bidders to challenge procurement decisions.

This means the mandatory ten-day standstill period before contract signature and the possibility of declaring an already-concluded contract ineffective remain in force, and national review bodies retain exclusive jurisdiction over both pre-contractual and post-contractual remedies.

Digital ecosystem and governance

The proposal establishes a new digital infrastructure for public procurement across the EU. Key features include a Commission-operated electronic eligibility service and digital business credential tool, enabling automatic verification of an economic operator’s eligibility and absence of exclusion grounds from connected national and EU registers, based on the "once-only" principle. This means operators will no longer need to repeatedly submit the same supporting documents for different procedures. The system also introduces National Public Procurement Data Spaces in each member state, linked to a central EU-level Data Space, and requires national eProcurement platform providers to be established and store data within the European Economic Area, free from non-EEA control. Member states must connect relevant national databases (such as criminal records, tax, social security, insolvency, and beneficial ownership registers) to the electronic eligibility service by 15 June 2029 — a later deadline than previously indicated. They must also appoint a national coordinating authority and ensure public buyers have access to data-based risk-detection tools like Arachne+ or equivalent, with procurement personnel required to submit electronic integrity declarations when high-risk patterns are identified.

The Commission estimates net annual administrative savings of EUR 650 million from these reforms (EUR 80 million for public buyers, EUR 570 million for economic operators), with the new digital marketplace alone expected to save public buyers EUR 220 million a year.

For bidders, the once-only principle and automated eligibility checks should significantly reduce the administrative burden and paperwork, encouraging greater cross-border and SME participation. For public buyers and eProcurement platform providers, however, the transition will entail substantial one-off costs, and platform providers outside the EEA or under non-EEA control may face new market access barriers due to localisation requirements.

Legislative timeline and prospects for adoption

The proposal was adopted by the College of Commissioners on 9 September 2026 and will now proceed to the European Parliament and the Council of the EU under the ordinary legislative procedure. The Regulation includes a two-year delay between entry into force and application to allow for the development of the necessary digital infrastructure. Taking into consideration the lengthy negotiations that followed the arguably less significant 2014 reforms, discussions are expected to continue into 2028 or later, with application unlikely before 2030; while some in Brussels have suggested the Regulation could be adopted as early as 2027, we consider this to be an optimistic estimate.

We expect the European Preference chapter and the mandatory BPQR weighting to be the most contested elements during the legislative process. There will also be ongoing institutional debate — reflected in recent press coverage — over whether a directly applicable Regulation is the appropriate instrument for this reform, or if a revised directive allowing greater national flexibility would be preferable.

What to do now

The proposal will have no legal effect until it is adopted by the European Parliament and Council, and its content is likely to evolve during the legislative process; no immediate legal action is required. However, as the core framework has now been confirmed in the official Commission text, clients should consider using the negotiation period to:

- assess supply chain exposure to the European Preference framework, including the GPA and free trade agreement coverage of key goods, services, and works categories, as well as current and prospective bidders, particularly in sectors identified as strategically sensitive;
- review existing award evaluation matrices in light of the confirmed 30%/50% minimum quality weighting and consider whether reliance on the "comply or explain" derogation is realistic for standard procurements;
- map "critical entity" status under the Critical Entities Resilience Directive within the business or its supply chain, and assess readiness to comply with the security and resilience chapter, including the new termination and exclusion procedures;
- review long-term contracts, concessions, and framework agreements for exposure to the new 15% de minimis threshold and the 50% publication trigger for contract modifications;
- monitor the legislative process in Parliament and Council, particularly any amendments to the European Preference, BPQR, and security chapters, while noting that the Remedies Directives and national review procedures remain unaffected under the current text.

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