



EU AI Act 2024 1689

Artikel 25

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Article 25

Responsibilities along the AI value chain

1. Any distributor, importer, deployer or other third-party shall be considered to be a provider of a high-risk AI system for the purposes of this Regulation and shall be subject to the obligations of the provider under Article 16, in any of the following circumstances:

(a)

they put their name or trademark on a high-risk AI system already placed on the market or put into service, without prejudice to contractual arrangements stipulating that the obligations are otherwise allocated;

(b)

they make a substantial modification to a high-risk AI system that has already been placed on the market or has already been put into service in such a way that it remains a high-risk AI system pursuant to Article 6;

(c)

they modify the intended purpose of an AI system, including a general-purpose AI system, which has not been classified as high-risk and has already been placed on the market or put into service in such a way that the AI system concerned becomes a high-risk AI system in accordance with Article 6.

2. Where the circumstances referred to in paragraph 1 occur, the provider that initially placed the AI system on the market or put it into service shall no longer be considered to be a provider of that specific AI system for the purposes of this Regulation. That initial provider shall closely cooperate with new providers and shall make available the necessary information and provide the reasonably expected technical access and other assistance that are required for the fulfilment of the obligations set out in this Regulation, in particular regarding the compliance with the conformity assessment of high-risk AI systems. This paragraph shall not apply in cases where the initial provider has clearly specified that its AI system is not to be changed into a high-risk AI system and therefore does not fall under the obligation to hand over the documentation.

3. In the case of high-risk AI systems that are safety components of products covered by the Union harmonisation legislation listed in Section A of Annex I, the product manufacturer shall be considered to be the provider of the high-risk AI system, and shall be subject to the obligations under Article 16 under either of the following circumstances:

(a)

the high-risk AI system is placed on the market together with the product under the name or trademark of the product manufacturer;

(b)

the high-risk AI system is put into service under the name or trademark of the product manufacturer after the product has been placed on the market.

4. The provider of a high-risk AI system and the third party that supplies an AI system, tools, services, components, or processes that are used or integrated in a high-risk AI system shall, by written agreement, specify the necessary information, capabilities, technical access and other assistance based on the generally acknowledged state of the art, in order to enable the provider of the high-risk AI system to fully comply with the obligations set out in this Regulation. This paragraph shall not apply to third parties making accessible to the public tools, services, processes, or components, other than general-purpose AI models, under a free and open-source licence.

The AI Office may develop and recommend voluntary model terms for contracts between providers of high-risk AI systems and third parties that supply tools, services, components or processes that are used for or integrated into high-risk AI systems. When developing those voluntary model terms, the AI Office shall take into account possible contractual requirements applicable in specific sectors or business cases. The voluntary model terms shall be published and be available free of charge in an easily usable electronic format.

5. Paragraphs 2 and 3 are without prejudice to the need to observe and protect intellectual property rights, confidential business information and trade secrets in accordance with Union and national law.





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