# PART 2 ROAD RACES

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# PART 2 ROAD RACES

# Chapter I CALENDAR AND PARTICIPATION

# International calendar

**2.1.001** Road races are registered on the international calendar in accordance with their classification as per article 2.1.005.

UCI WorldTour events are entered on the UCI WorldTour calendar by the Professional Cycling Council.

The management committee of the UCI enters the other events of the international calendar in one or another class in accordance with the criteria which it shall draw up.

(text modified on 1.01.02; 1.01.05).

**2.1.002** A continental circuit is composed of all elite (ME) and all under 23 (MU) men's road races of the continental calendar of each continent. These circuits are respectively known as Africa Tour, America Tour, Asia Tour, Europe Tour and Oceania Tour.

Each continental circuit shall start on 1<sup>st</sup> January and end on the 31<sup>st</sup> December of the same year.

(text modified on 1.01.02; 1.01.05; 1.01.06; 1.08.13; 1.01.15).

**2.1.003** To be able to be registered on the international calendar, a race must guarantee the participation of at least 5 foreign teams. A mixed team is regarded as a foreign team if the majority of its riders are of foreign nationality.

(text modified on 1.01.02; 1.01.03; 1.01.04; 1.01.05).

**2.1.004** A mixed team is composed exclusively of riders belonging to different teams eligible for participation according to article 2.1.005, but whose team is not contracted in the race. Riders shall wear an identical jersey which may bear advertising for their usual sponsor. It may not in any circumstances be a national jersey.

(text modified on 1.01.99; 1.01.05; 28.04.05; 1.01.07).

# 2.1.005 International races and participation

International Calendar	Category	Class	Participation
Olympic games	ME WE	-	As per part XI
World Championships	ME	-	National teams, in accordance with the world championships (see part IX)
Continental championships	WE MU MJ WJ	-	National teams, in accordance with the continental championships (see part X)
Regional games		-	National teams, in accordance with the regional games (see part X)
UCI WorldTour	ME		<ul> <li>UCI WorldTeams (compulsory participation)</li> <li>Invited UCI professional continental teams</li> <li>In events covered by article 2.15.154:national team of the organising country</li> </ul>
		1.HC + 2.HC	<ul> <li>UCI WorldTeams (max 70%)</li> <li>UCI professional continental teams</li> <li>UCI continental teams of the country</li> <li>National teams of the country of the organiser</li> </ul>
UCI Europe Tour	ME + MU	1.1 + 2.1	<ul> <li>UCI WorldTeams (max 50%)</li> <li>UCI professional continental teams</li> <li>UCI continental teams</li> <li>national teams</li> </ul>
		1.2 + 2.2	<ul> <li>UCI professional continental teams of the country</li> <li>UCI continental teams</li> <li>National teams</li> <li>Regional and club teams</li> </ul>
		Ncup 1.2 + 2.2	- National teams - Mixed teams
UCI America Tour UCI Asia Tour UCI Oceania Tour UCI Africa Tour	MU	1.2 + 2.2	<ul> <li>UCI professional continental teams of the country</li> <li>UCI continental teams</li> <li>National teams</li> <li>Regional and club teams</li> <li>Mixed teams</li> </ul>
	our ME	1.HC + 2.HC	<ul> <li>UCI WorldTeams (max 65%)</li> <li>UCI professional continental teams</li> <li>UCI continental teams</li> <li>National teams</li> </ul>
UCI America Tour UCI Asia Tour		1.1 + 2.1	<ul> <li>UCI WorldTeams (max 50%)</li> <li>UCI professional continental teams</li> <li>UCI continental teams</li> <li>National teams</li> </ul>
UCI Oceania Tour UCI Africa Tour		1.2 + 2.2	<ul> <li>UCI professional continental teams</li> <li>UCI continental teams</li> <li>National teams</li> <li>Regional and club teams</li> <li>African mixed teams<sup>(1)</sup></li> </ul>
		Ncup 1.2 + 2.2	- National teams - Mixed teams

	WE	WCup	<ul><li>UCI women's teams</li><li>National teams</li></ul>
Women Elite		1.1 + 2.1	<ul> <li>UCI women's teams</li> <li>National teams<sup>(2)</sup></li> <li>Regional and club teams<sup>(2)</sup></li> </ul>
		1.2 + 2.2	<ul> <li>UCI women's teams</li> <li>National teams <sup>(2)</sup></li> <li>Regional and club teams<sup>(2)</sup></li> <li>Mixed teams</li> </ul>
Men Junior	MJ	1.Ncup + 2.Ncup	- National teams - Mixed teams
		1.1 + 2.1	<ul> <li>National teams</li> <li>Regional and club teams</li> <li>Mixed teams</li> </ul>
Women Junior	WJ	1.1 + 2.1	<ul> <li>National teams</li> <li>Regional and club teams</li> <li>Mixed teams WJ 1</li> </ul>

<sup>(1)</sup> only for UCI Africa Tour.

<sup>(2)</sup> Women of the second year of junior may be included in these teams, provided they have authorization from the national federation that issued their license.

In order to compete in a UCI WorldTour race, riders must have submitted accurate whereabouts information and have been subjected to at least three blood parameter tests collected in accordance with the UCI biological passport protocols. The three tests must have been collected over a minimum period of six weeks.

(text modified on 1.01.99; 1.01.05; 1.01.06; 1.10.06; 25.09.07; 1.01.08; 1.1.09; 1.07.09; 1.10.09; 1.10.10; 1.07.11; 1.07.12; 1.10.13; 1.01.14; 1.01.15).

**2.1.006** «MU» riders can participate in races classed as «ME». «MU» Races are reserved exclusively for riders of the «MU» category. Races classed as «ME Ncup» are reserved for riders from 19 to 22, including riders belonging to a UCI WorldTeam.

(text modified on 1.01.05; 1.01.07; 1.01.08; 1.01.15).

**2.1.007** Unless prior authorization has been obtained from the UCI management committee, organisers may not set other age limits than the ones corresponding to the junior, under 23 and elite categories.

(article introduced on 1.01.05).

**2.1.007** The organiser of a WE 1 event must invite:

**bis** - the 5 first national federations in the elite women's classification by nation on 31 December of the year preceding the year of his event;

- the 10 first UCI women's teams in the first elite women's classification by team published in the year of the event.

The organiser of a class 2 event in the Europe Tour or class 1 or class 2 events in the America, Asia, Africa or Oceania Tours held between 1 March and 31 December of the current year of the event must invite:

- the first 3 UCI continental teams in the classification by team for the relevant continental circuit published in the year of the event. This classification is elaborated on the basis of an assessment of the sporting value of the continental teams registered by

the UCI administration. This classification will be used for all the invitations for that season.

The organiser must accept entries from above mentioned teams who have responded positively to an invitation.

(text modified on 1.01.06; 1.01.07; 1.10.10; 1.02.11; 1.07.11; 1.07.12; 1.10.13; 1.01.15).

#### National calendars

**2.1.008** The management of the national calendar, its structure, the classification of national races and the participation rules are the responsibility of the respective national federations, subject to the provisions below.

(article introduced on 1.01.05).

**2.1.009** Only the UCI continental teams of the country, regional and club teams, national teams and mixed teams may participate in national events. Only national teams may include riders from a UCI WorldTeam or a UCI professional continental team.

(article introduced on 1.01.05; modified on 1.08.13; 1.01.15).

**2.1.010** A national event may accept a maximum of 3 foreign teams.

(article introduced on 1.01.05).

**2.1.011** National federations may conclude agreements for the participation of foreign riders residing in border zones; such riders shall not be considered foreign riders. These agreements must be presented to the commissaires' panel presiding over the race.

(article introduced on 1.01.05).

# Chapter II GENERAL PROVISIONS

(numbering of the articles modified on 1.01.05).

# §1 Participation

**2.2.001** Riders belonging to teams with the same paying agent or main partner may not compete in the same race except in the case of an individual event. Furthermore, no more than one national team of each nationality may compete in an event. In addition, the participation of both a UCI WorldTeam and the development team supported by this same UCI WorldTeam in accordance with article 2.15.130 is prohibited. Likewise, the participation of both a UCI professional continental team and the development team supported by this same UCI professional continental team is prohibited.

(text modified on 1.01.05; 1.07.10; 1.10.11; 1.01.13; 1.01.15).

- **2.2.002** The number of riders starting a road race shall be limited to 200.
- **2.2.003** The number of starting riders per team shall be set by the organiser, with a minimum of 4 and maximum of 8, 9 for Grands Tours. The organiser shall indicate in the programme or technical guide and on the entry form the number of starting riders per team for the event. This number shall be the same for all teams.

The number of starting riders who are registered on the entry form must be equal to the number set by the organiser. No account shall be taken of any riders entered in excess of that number.

Without prejudice to Article 1.2.053, if the number of starting riders per team is set at 4, 5 or 6, a team may not start with less than 4 riders. If the number of starting riders per team is 7 or 8, a team may not start with less than 5 riders. If the number of starting riders per team is 9, a team may not start with less than 6 riders.

# Special provisions for WE 1 events

For WE 1 races, the number of starting riders per team is set at 6. However, subject to prior approval by the Road Commission, the organiser can set the number of starting riders per team to 8 for WE 2.1 races.

# Special provisions for UCI WorldTour

In UCI WorldTour events, the number of starting riders per team is 9 for Grand Tours and 8 for other events. However, subject to prior approval by the Professional Cycling Council, the organiser may fix the number of starting riders per team at 7. The organiser shall request the permission of the Professional Cycling Council on or before 1<sup>st</sup> January of the year of the event.

Without prejudice to articles 1.2.053 and 1.2.055, if a team, without valid justification, starts a UCI WorldTour event with fewer riders than that established by the previous paragraph, but with at least the minimum number described by the second paragraph of this article, the team shall be subject to a fine of CHF 5,000 for each missing rider.

A team at the start of an event with fewer riders than the minimum established in the second paragraph of this article may not start. In the case of a UCI WorldTeam, the team is considered to be absent for the purposes of the application of Articles 2.15.128 and 2.15.129.

(text modified on 1.01.05; 1.01.07; 26.01.08; 1.02.12; 1.07.12; 1.10.13; 1.01.15).

- **2.2.004** (N) Teams may enter substitutes for the titular riders provided that the number of substitutes does not exceed one-half of the number of titular riders. Only entered substitutes may replace the titular riders.
- **2.2.005** (N) Teams must confirm in writing to the organiser the names of titular riders and two substitutes no later than 72 hours before the start of the race. Only the riders mentioned in that confirmation will be permitted to take the start.

(text modified on 1.01.05).

- **2.2.006** Should the number of riders entered in a team race exceed the number of participants admitted to that race, the number of participants per team shall be reduced to a number that will be equal for all teams. In other races, priority shall be given according to the order in which entry forms were received by the organiser. The organiser shall, as quickly as possible, announce any reduction to all entered teams or to the riders that were not selected.
- **2.2.007** If, three days before the race, the number of riders entered is less than 100, the organiser may authorise entered teams to increase the number of riders per team to a maximum of 10.

(text modified on 1.01.05).

**2.2.008** Riders belonging to a UCI WorldTour team or to a UCI professional continental team may not take part in cycling for all events unless an exemption is granted by the Professional Cycling Council.

However, without obtaining an exemption, they may participate once a year in a cycling for all event bearing their name.

Riders belonging to a UCI continental team can take part a maximum of 3 times a year in a cycling for all event.

The number of participants belonging to a team registered with the UCI being limited to three, every rider must, however, check with the organiser that this number is not exceeded.

(article introduced on 1.01.05).

#### Participation allowance

- **2.2.009** The contribution made by the organiser to the travel and subsistence expenses of the teams or riders in a road race on the international calendar shall be negotiated directly between the parties, except in the following cases:
  - 1. UCI WorldTour races: the organiser must pay a participation allowance of which the amount is determined by the Professional Cycling Council; this amount shall be increased with CHF 1,550 for those one day races where a team cannot return home on the same day because of the time of arrival of the race.
  - 2. UCI Europe Tour HC, class 1 and Ncup races: the organiser must pay a participation allowance for which the minimum amount is determined by the management committee.

3. Elite women's world cup races: the organiser of a race must pay either a participation allowance for which the minimum amount is determined by the Management Committee or the full cost of accommodation and food for the team for two days.

(text modified on 1.01.05; 1.01.06; 1.10.06; 1.01.08; 1.01.09).

**2.2.010** In all road stage races on the international calendar, the organisers must cover the subsistence expenses of the teams from the night before the start to the final day; riders must stay in the hotels provided by the organiser throughout the entire duration of the race. Team support staff will be covered up to a number equal to the number of riders per team determined in the specific regulations for the event.

The organisers of the UCI WorldTour or UCI Europe Tour HC and class 1 races must cover the expenses for one more night at the hotel where a team cannot return home on the same day because of the time of arrival of the race.

Teams taking part in a UCI WorldTour race must compulsorily stay in a hotel at the start venue the night before the start.

(article introduced on 1.01.05; text modified on 1.01.09; 19.06.15).

#### Exclusion from races

2.2.010 Without prejudice to the disciplinary penalties provided for by the regulation, a licence holder or a team may be excluded from a race if he/it seriously blemishes the image of cycling or of the race.

This exclusion can occur before or during the race.

The exclusion shall be imposed by joint decision of the president of the commissaires panel and the organiser.

In case of disagreement between the president of the commissaires panel and the organiser, the decision shall be taken by the president of the Professional Cycling Council in the case of a UCI WorldTour event, and by the president of the road commission in other cases, or by the deputies they shall have designated.

The licence holder or the team must be heard.

If the decision is taken by the president of the Professional Cycling Council or by the president of the road commission, he may decide solely on the basis of the report from the president of the commissaires panel.

Unless otherwise provided in this regulation, the results and the bonuses and prizes obtained before the facts on which the exclusion is based shall not be withdrawn.

#### Special provisions applicable to road events.

The organiser may refuse permission to participate in - or exclude from - an event, a team or one of its members whose presence might be prejudicial to the image or reputation of the organiser or of the event.

If the UCI and/or the team and/or one of its members does not agree with the decision taken in this way by the organizer, the dispute shall be placed before the Court of Arbitration for Sport which must hand down a ruling within an appropriate period. However, in the case of the Tour de France, the dispute shall be placed before the Chambre Arbitrale du Sport [Sports Arbitration Chamber] (Maison du sport français, 1 avenue Pierre de Coubertin, 75640 Paris Cédex 13).

(text introduced on 1.01.03; modified on 1.01.05; 25.09.07; 1.01.09).

# § 2 Organisation

## Race programme - technical guide

- **2.2.011** (N) The organiser shall prepare a programme technical guide for his race each time it is held.
- **2.2.012** (N) The programme technical guide shall cover all details of organisation, and at minimum:
  - the specific regulations for the event which, depending on the type of race, shall include the following:
    - mention of the fact that the race will be run under UCI regulations;
    - a statement that only the UCI scale of penalties will apply;
    - where applicable, the local anti-doping legislation which will be applicable in addition to the UCI's anti-doping regulations;
    - the class of event and the UCI points scale applicable;
  - the categories of riders;
  - the number of riders per team (maximum and minimum);
  - the opening hours of the race headquarters;
  - the venue and time for the confirmation of starters and the distribution of identification numbers;
  - the venue and time of the sports directors' meeting;
  - the exact location of race headquarters, the testing station for anti-doping tests;
  - the frequency used for radio-tour;
  - secondary classifications including all the information required (points, tie-break procedures, etc.);
  - the prizes awarded for all classifications;
  - any applicable time bonuses;
  - the finishing time limits;
  - stages with summit finishes for the purposes of article 2.6.027;
  - awards ceremony procedures;
  - the procedures for applying the times recorded during team time trial stages to individual classifications;
  - the presence of the neutral support service via motorcycle, if any;
  - feeding points, if any, during time trial events or stages and the relevant procedures;
  - the criteria used to determine the starting order of a time trial event or prologue; the criteria shall determine the order of teams; each team shall determine the starting order of its riders.
  - a description of the course or the stages with profile (profile if necessary), distances, feeding points and, where applicable, circuits;
  - obstacles on the course (tunnels, level crossings, danger points, etc.);
  - a detailed route and the schedule anticipated;
  - intermediate sprints, mountain primes and special primes;
  - the plan and the profile (profile if necessary) of the final three kilometres;
  - exact start and finish points;
  - the list of hospitals contacted by the organiser in order to receive any injured;
  - the composition of the commissaires' panel;
  - for UCI WorldTour events, the technical delegate's contact details;
  - the name, address and telephone number of the event director and the names of the officials

- in races with time trial stages: whether the use of a specific time trial bicycle is prohibited for time trial stages.

(text modified on 1.01.02; 1.01.05; 1.01.07; 1.01.09; 1.01.15).

#### Results

**2.2.013** (N) The organiser shall provide the commissaires with the equipment necessary for the electronic transmission to the UCI and to the national federation of the results of the race or the stage together with the list of riders having taken the start.

(text modified on 1.01.05).

**2.2.014** (N) The national federation of the organiser shall without delay communicate to the UCI any changes made to the results communicated by the organiser.

#### Security

**2.2.015** The organiser shall, by way of signs, give sufficient prior notice of any obstacle that he can reasonably be expected to know or anticipate and that presents an abnormal security risk for riders and attendants.

Hence, the organiser shall in particular take care to ensure the lighting of tunnels so that it is possible, at all points in the tunnel and at its entrance, to make out a car number plate at 10 metres and a dark-coloured car at 50 metres with the naked eye.

(N) The obstacles referred to in the present article shall be indicated in the race programme – technical guide. For one-day races, they shall also be especially mentioned during the meeting of sports directors.

(text modified on 1.01.03).

- **2.2.016** The organiser shall have an inspection vehicle lead the race to point out any possible obstacles.
- **2.2.017** (N) A zone of at least 300 metres before and 100 metres after the finishing line shall be protected by barriers. It shall be accessible exclusively to representatives of the organiser, riders, paramedical assistants, sports directors and accredited press personnel.
- **2.2.018** In no case can the UCI be held responsible for any defects in the course or accidents that may occur.

# Medical care

**2.2.019** Medical care during the race shall be administered exclusively by the doctor(s) designated by the organiser of the race from the moment the riders enter the checking area at the start until they leave that at the finish.

(text modified on 1.01.05).

**2.2.020** Should any major treatment be necessary on mountain passes or hill-climbs, the doctor shall stop to administer that treatment. The doctor shall be responsible for his car and its occupants and will tolerate no assistance whatsoever being rendered that might help a rider receiving treatment to remain in or return to the bunch (by towing him or allowing him to ride in the wake of the vehicle, etc.).

## Radio-tour

**2.2.021** (N) The organiser shall provide a «radio-tour» information service from the car of the president of the commissaires' panel. He shall require all vehicles to be equipped with a receiver so that they can continually pick up «radio-tour».

(text modified on 1.01.06).

#### Finish

**2.2.022** The organiser must provide space for 3 vehicles per team in the arrival section, in order for teams to meet riders at arrival.

(text modified on 1.01.05).

#### Measuring jig for time-trial bicycles

2.2.022 Organisers of events that include a time trial must make a measuring jig for time-trial bis bicycles at disposal of the commissaires' panel. The jig must comply with the Protocol for the Construction available on the UCI website.

The organiser is solely liable for the compliance of the jig with UCI specifications.

The jig is given to the president of the commissaires' panel who verifies its compliance with UCI specifications.

(text modified on 1.01.05; in force on 01.01.11).

## § 3 Race procedure

#### Gear ratios

**2.2.023** (N) For juniors men and juniors women, the maximum gear ratio authorised is that which gives a distance covered per pedal revolution of 7.93 metres.

(text modified on 1.01.00).

#### In-race communications

# 2.2.024

- The use of radio links or other remote means of communication by or with the riders, as well as the possession of any equipment that can be used in this manner, during an event is prohibited except in the following two cases:
   during 2015:
  - a. UCI WorldTour events
  - b. Women's World Cup events
  - time trial events

In the two cases above, a secure communications and information system (the «earpiece») is authorised and may be used for safety reasons and to assist riders under the following conditions:

- the power of the transceiver may not exceed 5 watts;

- the range of the system shall be limited to the space occupied by the race;

- its use is limited to exchanges between riders and the sports director and between riders of a same team.

The use of such a system is subject to any relevant legal provisions and to thoughtful and reasonable use with respect for ethics and the rider's freedom of decision.

2. Any rider breaching this Article shall be sanctioned by being prohibited from starting, removed from the race or disqualified, as appropriate, and subject to a fine of CHF 100 to 10,000.

Any team breaching this Article shall be sanctioned by a fine of CHF 100 to 10,000 and the sports director and all team vehicles will be prohibited from starting or removed from the race.

An infringement committed by a rider leads to the irrefutable presumption of an infringement committed by the rider's team.

The sanctions imposed on a rider and the sanctions imposed on his or her team are cumulative.

An infringement is committed as soon as a rider or team appears at an event in possession of the equipment prohibited by this Article. If the prohibited equipment is removed before the start of the event, the rider or team may start and only the fine will apply. If a further infringement is committed during the same event, the result will be removal from the race or disqualification and a further fine of up to CHF 20,000 for a rider and CHF 200,000 for a team.

Articles 1.2.130 and 1.2.131 still apply.

(text modified on 1.01.02; 1.01.05; 1.01.08; 1.01.09; 1.01.10; 1.10.10; 1.02.11; 1.01.13).

#### Conduct of riders

**2.2.025** Riders may not, without due care, jettison food, bonk-bags, feeding bottles, clothes, etc. in any place whatsoever.

Riders may not jettison anything on the roadway itself but shall draw to the side of the road and safely deposit the object there.

If waste zones are established by the organiser, the rider must safely and exclusively deposit their waste on the sides of the road in this area.

It is forbidden to carry and/or use glass objects.

(text modified on 1.01.15).

#### Body numbers

**2.2.026** Riders shall carry two body numbers, save in time trials, where they shall bear just one.

#### Frame numbers

**2.2.027** Save in time trials, riders shall affix a frame number, being identical to the body number, to a visible point on the front (or where this is not possible, to some other part) of their bicycle frame.

#### Commissaires' panel

**2.2.028** The composition of the commissaires' panel is given in article 1.2.116.

(text modified on 1.01.05).

## Race incidents

- **2.2.029** In case of an accident or incident that could impinge upon the normal conduct of a race in general or a particular stage thereof, race director may, after obtaining the agreement of the commissaires' panel and having informed the timekeepers, at any moment, decide:
  - to modify the course,
  - to temporarily neutralise the race or stage,
  - to declare a stage null and void,
  - to cancel part of a stage as well as the results of any possible intermediate classifications and to restart the stage near the place of the incident,
  - to let the results stand or
  - to restart the race or stage, taking account of the gaps recorded at the moment of the incident.

If necessary, the commissaires' panel may consult the technical delegate appointed to UCI WorldTour events by the UCI to reach a decision.

(text modified on 1.01.15)

#### Drop-out

**2.2.030** A rider dropping out of the race shall immediately remove his body number and hand it in to a commissaire or to the broom wagon.

He may not cross the finish line.

Unless he is injured or feels seriously sick, he must travel in the broom wagon.

#### Vehicles

- **2.2.031** Any vehicle having access to the race course shall bear a distinctive sign.
- **2.2.032** Except in time trials, all the vehicles accompanying the race are restricted to a maximum height of 1.66 m.

(text modified on 1.01.03; 1.10.13).

2.2.032 Windows on team cars in the race caravan must not be marked as to obstruct the view through the vehicle or be significantly obstructed with decals other than the markings distributed by the race organiser to indentify follow cars.

(article introduced on 1.10.13).  $\rightarrow$  Into force on 1.01.15

- **2.2.033** Vehicles shall travel on the side of the road required by the domestic legislation of the host country.
- **2.2.034** The organiser shall provide each international commissaire with a car having an opening roof and fitted with a radio transmitter-receiver.

2.2.034 (N) The organiser shall organise a briefing which persons following the race on a motorcycle, a representative of the television broadcaster, a representative of the police, and the commissaires' panel shall attend.

At UCI WorldTour races the briefing shall be held, in the presence of the technical delegate, the day before the race after the sports directors' meeting, or on the morning of the race.

(text modified on 1.01.06; 1.01.07; 1.01.15).

#### Followers

**2.2.035** All persons in a race convoy, except for accredited journalists and guests of honour who are not vehicle drivers, have to be licence holders. Team cars shall carry a sports director who holds the appropriate licence, who shall be responsible for the vehicle. For vehicles of teams registered with the UCI, this sports director shall also be registered as such with the UCI.

(text modified on 1.01.98; 1.01.05; 1.01.13).

2.2.035 In UCI WorldTour events, a holder of a «licence for a vehicle driver in a road event» (section 1.8 of Art. 1.1.010) must also hold a driver's certificate delivered by the UCI in accordance with the directives established and published on this subject, in order to be allowed to drive a following vehicle in the race convoy. The holders of other licences are not subject to this requirement.

(article introduced on 1.07.13).

- **2.2.036** Followers may not jettison anything at all on the course.
- **2.2.037** Riders may not be sprayed from a vehicle.

# § 4 Press specifications (N)

#### Definition

**2.2.038** These specifications shall concern any representative of the written, audio or visual press and press photographers, exercising their functions from a motor car or motor-cycle.

## Accreditation

- **2.2.039** The organiser of the event shall send all press institutions an accreditation request form according to the model in article 2.2.085.
- **2.2.040** Persons regularly accredited by their press institutions shall hold a card recognised by one of the following associations:
  - a national press association
  - the International Sporting Press Association
  - the International Association of Cycling Journalists
- **2.2.041** No-one not previously accredited may obtain accreditation until agreement has been reached on the matter between the organiser and the designated IACJ delegate whose name shall have been communicated to the organiser.

**2.2.042** The organiser shall provide each person accredited with a green badge bearing the name of the event and the dates thereof.

## Information prior to the race

**2.2.043** The organisers shall, during the days preceding the event, provide the various press institutions with a maximum of information regarding their event: itinerary, list of riders participating, starting procedures, etc. They shall, in particular, provide all accredited persons with the lists of the riders entered for the event (at race headquarters by fax and/or email) and shall do so no later than Friday at noon for an event run over the week-end or no later than noon on the day preceding a race run during the week.

(text modified on 1.01.05).

#### Information during the race

- **2.2.044** Accredited persons shall, in the place to which they have been assigned by the race administration, be given information and instructions on the progress of the race.
- **2.2.045** Should the race administration, for the sake of safety, have directed the press vehicles onto a parallel road or several kilometres ahead of the race, accredited persons shall be kept permanently informed of the progress of the race.
- **2.2.046** Information shall be conveyed in French or English and the language of the country in which the event is taking place.

#### Press motorcade

**2.2.047** Each press institution may not, without first having obtained the agreement of the organiser, have more than one car and one motor-cycle keeping up with the race.

#### (text modified on 1.01.05).

- 2.2.048 Such vehicles shall bear an accreditation plate front and rear which will permit them to circulate at race level.All vehicles shall be equipped with a radio receiver so that they may permanently receive reports from radio-tour.
- **2.2.049** Should the nature of the terrain and considerations of safety be such as to make it necessary to limit the number of vehicles, the organiser may not impose any such limitation until having obtained the agreement of the UCI and the IACJ office.
- **2.2.050** The organisers shall demand that press vehicles be driven by experienced drivers, familiar with cycle races and knowing how to manoeuvre. These drivers must hold the licence of a vehicle driver for a road event. Each press institution shall be responsible for the driving skill of the drivers it appoints.

(text modified on 1.01.13).

# § 5 Circulation during the race

#### **General comments**

**2.2.051** Drivers and motor-cyclists shall be responsible for their vehicles and shall immediately comply with orders and instructions given by the race commissaires and the organisers.

- **2.2.052** No press vehicle whatsoever shall be permitted to accompany the riders during the last kilometre up to the finishing line unless an exception was made at the start of the race.
- **2.2.053** If a driver in a race does not hold the licence required by Article 2.2.050, the press institution concerned shall be excluded from road events for a period of one to six months.

In the following cases:

- failure to respect orders or instructions issued by commissaires or the organiser,
- or
   infringement of Article 2.2.052, or
- when a commissaire considers that the driver does not have the required skills to drive in a road event,

the press institution concerned shall be excluded for a period to be determined in accordance with the severity of the case.

The exclusion can be issued by a member of the Commissaires' Panel and is implemented immediately. Any refusal to leave the race shall be penalised by an additional exclusion.

If the infringement is not penalised by a member of the Commissaires' Panel, it may be penalised by the Disciplinary Commission.

In addition to exclusion from road events, a fine of CHF 1,000 to 10,000 may be imposed on the press institution. The press institution shall not be readmitted to road events until a fine has been fully settled, without prejudice to exclusion from events.

The penalised press institution may refer the matter to the Disciplinary Commission for cases of exclusion from events in excess of seven days and for fines in excess of CHF 2,500. Referral to the Disciplinary Commission shall not have suspensory effect unless the President of the Commission so decides in response to a reasoned request.

In the event of a breach of the regulations, the vehicle driver shall be further sanctioned by a fine of CHF 200 to 5,000 and/or a suspension of seven days to six months. In the event of a breach which takes place in the year subsequent to a previous breach, the sanction shall be a fine of CHF 500 to 10,000 and/or a suspension of one month to one year.

In all circumstances, all members of the Commissaires' Panel may immediately exclude from the race a driver who conducts a dangerous manoeuvre or presents a risk to safety.

(text modified on 1.01.05; 1.01.13).

**2.2.054** Should the accreditation plates be confiscated during a UCI WorldTour event, the measure shall apply during any subsequent event(s) of the UCI WorldTour. Should the accreditation plates be confiscated during a stage race, the vehicle or motor-cycle shall be debarred from the motorcade for one or more of the following stages.

(text modified on 1.01.05).

**2.2.055** If press personnel permit riders to hold on to their vehicles, they shall be debarred from the race and suspended for a period the duration of which shall be commensurate with the gravity of the facts.

# Cars

- **2.2.056** The press motorcade, situated ahead of the field, may not include any advertising or team vehicles.
- **2.2.057** Within the press motorcade, press vehicles shall have priority over the vehicles of any guests that may be there on the invitation of the organiser.
- **2.2.058** Within the race, press vehicles shall follow all instructions given to them by the commissaires and the organiser. They may, in no case, pass through a roadblock (red flag) unless they have received prior permission so to do.
- **2.2.059** Photographing and filming from a moving press car shall be prohibited.
- **2.2.060** Press vehicles shall respect the Highway Code applicable in the country in which the event is being run. They may not form a double file except in order to move away more rapidly after having received permission to do so or at the request of the president of the commisssaires panel.

#### Photographers' motor-cycles

- **2.2.061** Ahead of the race, motor-cyclists shall keep ahead of the leading commissaires' car thus forming a mobile «screen».
- **2.2.062** To take photos, they shall, in turn, move slowly up to the front of the race; the photographer shall then take his photo and the motor-cyclist shall immediately move back into the "screen".
- **2.2.063** No motor-cycle may remain between the head of the field and the leading commissaires' car.

In exceptional cases, where the motor-cycle may be caught unawares, too close to the riders, it shall let the riders overtake it. It shall not return to its position until authorised so to do by a commissaire.

- **2.2.064** To the rear of the race, motor-cyclists shall ride in single-file behind the car of the president of the commissaires panel and shall make way for vehicles that have to attend the bunch or wish to overtake the riders.
- **2.2.065** In the mountains and on climbs, motor-cyclists shall take care not to hinder the riders or the official cars and, in principle, photographers shall be stationary when taking their photos.
- **2.2.066** At the finish, photographers wearing a distinguishing garment (a cape) shall line up on either side of the road, as shown in the plan in article 2.2.086.

#### Radio and TV reporters' motor-cycles

**2.2.067** At the front of the race, these motor-cycles shall keep ahead of the photographers' "screen" and shall never position themselves between the commissaires' car and the riders.

They may not move in between two groups of riders unless authorised to do so by the commissaire.

- **2.2.068** At the rear, they shall keep level with the sports directors' cars in single-file and shall make way for vehicles that have to attend the bunch or wish to overtake the riders.
- **2.2.069** Riders may not be interviewed as they race. Sports directors may be interviewed except during the last 10 kilometres and provided that the interview is conducted from a motor-cycle. A fine of CHF 200 will be imposed on a team whose sports director grants an interview in the last 10 kilometres.

(text modified on 1.01.03).

#### **Cameramen's motorcycles**

**2.2.070** Three motor-cycle mounted cameras and one motor-cycle mounted sound recorder shall be permitted.

These motor-cycles shall manoeuvre in such a way as neither to help nor hinder the progress of the riders.

(text modified on 1.01.98).

- **2.2.071** Motor-cyclists shall make way for vehicles that have to attend the bunch or wish to overtake the riders.
- **2.2.072** Cameramen shall film in profile or 3/4 rear view. They may not film as they overtake the bunch unless the road is wide enough.

In the mountains and on climbs, filming shall be carried out from behind.

**2.2.073** Motor-cycles may not manoeuvre in the proximity of riders when their passengers are not filming or recording.

(text modified on 1.01.05).

**2.2.074** Filming from a motor-cycle shall be forbidden in the last 500 metres.

#### Finish

**2.2.075** The organisers shall provide a sufficiently large area beyond the finishing line to permit accredited persons to work correctly. That area shall be accessible solely to the persons responsible for organisation, riders, paramedical assistants, sports directors and accredited press personnel. The organisers shall undertake to keep the officials responsible for order informed of these arrangements.

(text modified on 1.01.00).

#### Press room

- **2.2.076** The press room shall be as close as possible to the finishing line. If it has to be some distance away, it shall be accessible along a clearly signposted road, closed to normal traffic.
- **2.2.077** The organisers shall provide a sufficiently large and well-equipped place for accredited press personnel to work (with tables, chairs, electric outlets and telephone points, etc.).

(text modified on 1.01.05).

**2.2.078** The press room shall be accessible exclusively to accredited press personnel and members of the organisational team.

**2.2.079** The press room shall be open at least two (2) hours before the finish (for UCI WorldTour and women's world cup events, no later than one (1) hour after the start) and be equipped with TV sets. It may not be closed until all press personnel have finished their work.

(text modified on 1.01.05).

#### Telecommunications

**2.2.080** The organisers shall make available to press personnel such means of transmission as they require (telephone, fax, Internet). The press shall make their requirements known on the accreditation request form.

(text modified on 1.01.05).

#### Press conference

- **2.2.081** The first three riders placed shall attend a press conference, accompanied by the organisers, either in the press room or in a designated place reserved for press personnel if the press room is too far away.
- **2.2.082** After the official ceremony of women's world cup events, the leader of the individual general classification and the winner of the event shall go to the press room for a maximum of 20 minutes accompanied by an escort acting under the authority of the doping control officer who shall then accompany them to the anti-doping test room.

The organisers of elite men's UCI WorldTour events and events on the continental calendars may also apply this arrangement to their events, provided it is included in the specific regulations for the event.

(text modified on 1.01.05; 1.01.09; 1.10.13).

## List of starters and results

**2.2.083** The list of starters and complete results, set out according to the UCI model shown in articles 2.2.087 and 2.2.088, shall be made available to the press as soon as possible.

(text modified on 1.01.98).

#### **Accreditation request**

**2.2.084** Accreditation requests shall be filled out as shown in the model in article 2.2.085.

# 2.2.085 Accreditation request form

Firm - Publication - Agency:				
Special representatives: Surname and first name	Position	Press card No. (attach photocopy)		
Car - Make		Registration No.		
Motor-cycle - Make		Registration No.		
Fitted with receiver: Requires place in organisation car: Press room: No. of places required:		yes/no yes/no		
Transmission media required: Firm - Publication - Agency seal:	- Telephone - Fax - Internet acce	yes/no yes/no ess point yes/no		
Date + signature:				
Information regarding our event is to be sent to the following address:				
Deadline:				
Questionnaire to be returned no later	r than:			
(text modified on 1.01.05). Positioning of press photographer	rs			

**2.2.086** The space for photographers behind the finish line shall not extend for more than 40% of the width of the road. The photographers must be positioned at a distance from the line of at least 15 meters and beyond. This distance will be fixed by the organiser with the president of the commissaires panel and a representative of the photographers, on the basis of the characteristics of the event.

(text modified on 1.01.07).

# 2.2.087 Sample start list

Communiqué No...

	Name of event - Date Start list	
Organiser:		
Number	Surname, First name	UCI Code
VCM	VELO CLUB MEDITERRANÉE	FRA
1	GRANDGIRARD Stéphane	FRA19781229
2	DUPONT Laurent	FRA19730915
3	DURANT Claude	FRA19830302
4	MAURAS Edouard	FRA19790621
5	PONS Fabrice	FRA19800424
6	FAZAN Jonathan	FRA19810521
Sports director:	ROSSONE Jean	
CAP	CLUB AZZURE PIEMONTE	ITA
11	BRINES Pablo	ESP19790917
12	POGGI Alessandro	ITA19801003
13	RICCI Filipo	ITA19841202
14	PIZZO Dario	ITA19820110
15	LEROY Christian	SUI19810318
16	GUSTOVAS Ignas	LTU19770315
Sports director:	CASARO Paolo	
MUN	MUNCHEN TEAM	GER
21	SCHNIDER Hans	AUT19750525
22	MULLER Uwe	GER19811104
23	KELLER Tobias	GER19690923
24	SCHÖLL Mathias	GER19780424
25	ESPOSITO Filippo	ITA19820610
26	BAUMANN Andreas	SUI19790624
Sports director: BE	ECKER Karl	
HCT	HOOGEVEEN CLUB TEAM	NED
31	VAN ISSUM Peter	NED19750525
32	POELMAN Erick	NED19810704
33	VAN GLIEST Thomas	NED19790923
34	BERGER Jorg	GER19820424
35	SUMIAN Christophe	FRA19790610
36	BAUMANN Andreas	NED19790624
Sports director:	KOOIMAN Joop	
<i></i>		

(text modified on 1.01.98; 1.01.07; 1.01.08).

## 2.2.088 Sample classification

Communiqué No...

#### Name of event Final / general / stage no ... classification (course)

Date: Organiser: Number of km: Average speed of the winner:

Place	No.	UCI Code	Surname, name	Team code	Time/gap
1	4	FRA19790621	MAURAS Edourad	VCM	4h32'05''
2	21	AUT19750525	SCHNIDER Hans	MUN	à 10"
3	15	SUI19810318	LEROY Christian	CAP	à 22"
4	1	FRA19781229	GRANDGIRARD Stéphane	VCM	à 26"
5	32	NED19810704	POELMAN Erick	HCT	à 1'46''

etc.

Number of starters: Riders finishing out of time limits: Riders abandoning the race:

(text modified on 1.01.07; 1.01.08)

# § 6 Terms of reference for organisers

**2.2.089** In addition to the regulations, the organisers of UCI WorldTour events must also respect the provisions of the terms of reference for UCI WorldTour organisers.

(article introduced on 1.01.15)

# § 7 Technical delegate

**2.2.090** The technical delegate evaluates the conformity of the organisation of UCI WorldTour events with the regulations and the terms of reference for organisers.

The technical delegate may attend events in order to carry out this task. In this case, the organiser shall provide the technical delegate with a pass allowing free access to the event as well as an accreditation plate for the technical delegate's vehicle granting entry to reserved parking at the race start and finish as well as permission to drive on the event route.

(article introduced on 1.01.15)

**2.2.091** For the UCI WorldTour, the technical delegate draws up a detailed evaluation report of the event, taking into account the terms of reference for organisers, using an evaluation grid provided for this purpose by the UCI administration. The organiser receives a copy of this report.

(article introduced on 1.01.15)

**2.2.092** For UCI WorldTour events, the technical delegate may also conduct a prior inspection of the event route, paying particular attention to safety issues, the danger points indicated by the organiser and arrangements relating to the terms of reference for organisers.

If such an inspection is to be conducted, the technical delegate contacts the organiser and draws up a report for the attention of the UCI administration which then takes appropriate decisions as necessary.

(article introduced on 1.01.15)

# Chapter III ONE-DAY RACES

#### Method

**2.3.001** (N) One-day races are competitions that take place on one day with only one start and only one arrival.

One-day races are only contested by teams and - when authorised by the present regulations – by mixed teams.

(text modified on 1.01.05; 1.01.09).

#### Distances

**2.3.002** The maximum distance for one-day road races shall be as follows:

International Calendar	Category	Class	Distance
Olympic	ME		From 250 to 280 km
Games and	WE		From 120 to 140 km
world	MU		From 160 to 180 km
championships	MJ		From 120 to 140 km
	WJ		From 60 to 80 km
Continental	ME		Maximum 240 km
championships	MU		Maximum 180 km
	WE		Maximum 140 km
	MJ		Maximum 140 km
	WJ		Maximum 80 km
Regional	ME		Maximum 240 km
games	MU		Maximum 180 km
	WE		Maximum 140 km
	MJ		Maximum 140 km
	WJ		Maximum 80 km
UCI WorldTour	ME	UWT	Distance determined by
			the Professional Cycling Council
UCI	ME	1.HC	Maximum 200 km*
Continental	ME	1.1	Maximum 200 km*
Circuits	ME	1.2	Maximum 200 km
	MU	1.2	Maximum 180 km
Women Elite	WE	Wcup	From 120 to 140 km
	WE	HC	Maximum 140 km
	WE	1.1	Maximum 140 km
	WE	1.2	Maximum 140 km
Men Junior	MJ	1. Ncup	Maximum 140 km
	MJ	1.1	Maximum 140 km
Women Junior	WJ	1.1	Maximum 80 km

\* Except prior permission of the UCI management committee.

(text modified on 1.01.05; 1.01.08; 1.01.09; 1.07.12; 1.10.13).

**2.3.003** For international events outside Europe, exemptions may be granted by the UCI management committee or, for UCI WorldTour events, by the Professional Cycling Council.

(text modified on 1.01.05).

#### Course

**2.3.004** The organiser shall place permanent panels indicating: kilometre zero (the real start), the fiftieth kilometre and then the last 25, 20, 10, 5, 4, 3 and 2 km points. In races ending on a circuit, only the last 3, 2 and 1 km points and the laps remaining to be covered are to be displayed.

The organiser shall also indicate the following distances from the finishing line: 500 m, 300 m, 200 m, 150 m, 100 m and 50 m.

(text modified on 1.01.06).

- **2.3.005** The last kilometre shall be marked by a red triangle. Apart from the finish banner, no banner may be put up after the red triangle.
- **2.3.006** The organiser shall, before the finish line, provide a detour which all vehicles (including motorbikes) must follow other than those of the event management, the commissaires, the official doctor and the sports director of the winner, provided that the latter has a clear lead of at least one minute over the rest of the field.

(text modified on 1.01.05).

**2.3.007** If the race is run on a circuit, it shall be at least 10 km long.

On circuits between 10 and 12 km, per team only one vehicle with an official sportive function is permitted to follow the race.

The race organiser may request that the UCI make exemptions to this provision. He must send such a request to the UCI via his national federation, to be received not less than 90 days before the start of the race. This request shall include a detailed description of the course and a supporting statement giving reasons for the exemption requested.

(text modified on 1.01.99; 1.10.10).

- **2.3.008** One part of an event may take place on a circuit under the following conditions:
  - The length of the circuit shall be at least 3 km;
  - The maximum number of laps on the circuit shall be:
    - 3 for circuits of between 3 and 5 km;
    - 5 for circuits of between 5 and 8 km;
    - 8 for circuits of between 8 and 10 km.

The commissaires shall take all measures indicated to ensure the race be properly run, particularly in the case of a change in the race situation after entry to the circuit.

(text modified on 1.10.10).

#### Start of the race

**2.3.009** Riders and their sports directors shall assemble at the place where the starting sheet is to be signed.

They shall be present and ready at least fifteen minutes before the time of the start from the assembly point.

The signing of the starting sheet will terminate ten minutes before the time for leaving the assembly point.

Riders shall be required to sign on the starting sheet, otherwise be eliminated or disqualified from the race. However, in case of the occasion of particular circumstances, the commissaires panel might allow the riders in question to start.

The organiser of a UCI WorldTour or Women's World Cup event can set the team order for team presentation and to sign the starting sheet for one day events and for the first stage of stage race events. If the team order is not respected, the rider and the team manager will be penalised in accordance with article 12.1.040.

(text modified on 1.01.05; 1.10.10; 1.10.11; 1.01.15).

- **2.3.010** The real start will be given flying or standing at a point no more than 10 km from the assembly point.
- **2.3.011** At world championships and olympic games, identification numbers shall be distributed on the day before the road race or two days before. The numbering of the start list will be as follows:

Men elite:

- 1. the nation which won the world champion title at the previous world championships and the olympic champion title at the previous olympic games;
- 2. the first 15 nations of the last published UCI WorldTour classification by nation;
- 3. the nations ranked according to the number of points per nation in the continental tours of the last classification published;
- 4. the start order of nations which are not ranked in the continental tours classifications shall be determined by drawing lots.

Women elite:

- 1. the nation which won the world champion title at the previous world championships and the olympic champion title at the previous olympic games;
- 2. the nations ranked according to the number of points by nation in the latest world classification by nation;
- 3. the start order of nations which are not ranked in the world classification shall be determined by drawing lots.

Men under 23:

- 1. for the world championships only, the nation which won the previous world champion title;
- 2. the nations ranked according to the latest standings of the Under 23 nations' cup ;
- 3. the start order of nations which are not ranked in the Under 23 nations' cup shall be determined by drawing lots.

Men Junior:

- 1. the nation which won the previous world champion title;
- 2. the nations ranked according to the latest standings of the Junior nations' cup;
- 3. the start order of nations which are not ranked in the Junior nations' cup shall be determined by drawing lots.

Women Junior:

- 1. the nation which won the previous world champion title;
- 2. the start order of all other nations shall be determined by drawing lots.

The number one bib shall be allotted to the outgoing world champion for the world championships and the outgoing olympic champion for the olympic games.

The numbers of the nations shall be allotted according to the riders' alphabetical order. The nations shall be called to the starting line according to the numbering of the start list.

(text modified on 1.01.00; 1.01.08; 1.01.09; 1.08.13).

# Rights and duties of riders

**2.3.012** All riders may render each other such minor services as lending or exchanging food, drink, spanners or accessories.

The lending or exchanging of tubular tyres or bicycles and waiting for a rider who has been dropped or involved in an accident shall be permitted only amongst riders of the same team. The pushing of one rider by another shall in all cases be forbidden, on pain of disqualification.

**2.3.013** Riders may, while riding, jettison their waterproof capes, over-garments, etc. by handing them in to their sports director's car which shall remain behind the car of the president of the commissaires panel.

One member of a team may perform this service for his team-mates under the same conditions.

**2.3.014** When the finish is on a circuit, riders may help one another where permitted only if they have covered the same distance in the race.

#### Following vehicles

- **2.3.015** The order of vehicles is determined by the table in article 2.3.046.
- **2.3.016** (N) Technical support for every mixed team will be provided by a neutral vehicle. The organiser must ensure that there are at least 3 other adequately equipped neutral technical support vehicles (cars or motorcycles) and a broom wagon.

(text modified on 1.01.02).

- **2.3.017** Only one vehicle per team will be permitted to circulate at race level.
- **2.3.018** The order of team cars in the race will be determined as follows:

#### UCI WorldTour calendar men elite events

- 1. the cars of the teams represented at the sports directors' meeting referred to in article 1.2.087 in the order of the UCI WorldTour individual classification of the starting riders as drawn up;
- the cars of the other teams (all teams considered, UCI WorldTeams included) represented at the meeting whose starting riders have not yet earned points in the UCI WorldTour individual classification;
- 3. the cars of teams which failed to confirm their starting riders within the time limits set out in article 1.2.090;
- 4. the cars of teams not represented at the meeting.

In groups 2 to 4 the order is determined by drawing lots.

The car of a team covered by point 1 or 2, but which falls into the categories covered by points 3 or 4, will be placed in group 3 or 4 as appropriate.

#### Elite women's events

- 1. the cars of UCI women's teams and of national teams represented at the sports directors' meeting and having confirmed their starters within the time limits set out in article 1.2.090;
- 2. the cars of other teams represented at the sports directors' meeting which confirmed their starters within the time set;
- 3. the cars of teams represented at the sports directors' meeting which failed to confirm their starters within the time set;
- 4. the cars of teams not represented at the sports directors' meeting.

Within each group, the order of cars will be determined by drawing lots at the sports directors' meeting.

#### Other events

- 1. the cars of teams represented at the sports directors' meeting having confirmed their starters within the time set in article 1.2.090;
- 2. the cars of other teams represented at the sports directors' meeting which failed to confirm their starters within the time set;
- 3. the cars of teams not represented at the sports directors' meeting.

Within each group, the order of cars will be determined by drawing lots at the sports directors' meeting.

In all events, the drawing of lots shall use a slip of paper bearing the name of the teams entered.

The first name drawn shall be given the 1<sup>st</sup> place, the second name drawn the 2<sup>nd</sup> place, etc.

(text modified on 1.01.01; 1.01.03; 1.01.05; 1.01.09; 1.10.09; 1.10.11; 1.01.15).

**2.3.019** In the race, the vehicles shall take up position behind the car of the president of the commissaires panel or of the commissaire delegated by him.

Occupants of vehicles shall, in all circumstances, comply with the instructions given by the commissaires who shall, in turn, do their utmost to facilitate the manoeuvres of the vehicles.

**2.3.020** Any driver wishing to overtake a commissaires' vehicle on his own initiative shall draw level with those vehicles, state his intention and proceed only once granted official permission by the commissaire. He shall then complete his business as expeditiously as possible and return without delay to his place in line. Only one vehicle at a time shall be allowed to penetrate the bunch regardless of the

Only one vehicle at a time shall be allowed to penetrate the bunch regardless of the size of the bunch.

- **2.3.021** If a group of riders breaks away from the bunch, their follower vehicles may not slip in between the break-away riders and the following group without the authorisation of the commissaire, if and for as long as he considers the gap sufficient.
- **2.3.022** No vehicle may overtake the riders in the last 10 kilometres.

- **2.3.023** During world championships, only the vehicles mentioned below shall be authorised to drive in the race:
  - 1. the car of the president of the commissaires panel
  - 2. the second commissaire's car
  - 3. the third commissaire's car
  - 4. the fourth commissaire's car
  - 5. six UCI cars
  - 6. the doctor's car
  - 7. two ambulances
  - 8. the police car, if necessary
  - 9. seven neutral support vehicles for juniors men and juniors women races
  - 10. the nations' cars for the elite men and women races, plus four cars and one motorcycle providing neutral support.
  - 11. a maximum of three camera motor-cycles and one sound motor cycle
  - 12. the two commissaire's motorcycles
  - 13. the two photographers' motorcycles
  - 14. the traffic manager's motorcycle, if necessary
  - 15. the two information motorcycles
  - 16. the doctor's motorcycle
  - 17. the time board motorcycle
  - 18. the police motor-cycles.
  - 19. the broom wagon

During Olympic Games, only the vehicles mentioned below shall be authorised to drive in the race:

- 1. the car of the president of the commissaires panel
- 2. the second commissaire's car
- 3. the third commissaire's car
- 4. the fourth commissaire's car
- 5. the organizing committee manager's car
- 6. the UCI technical delegate's car
- 7. the doctor's car
- 8. two ambulances
- 9. the police car
- 10. the nations' cars, plus four neutral support cars and one neutral support motor-cycle
- 11. a maximum of three camera motor-cycles and one sound motor cycle
- 12. the two commissaire's motorcycles
- 13. the two photographers' motorcycles
- *14. the traffic manager's motorcycle, if necessary*
- 15. the two information motorcycles
- 16 the doctor's motorcycle
- 17. the time board motorcycle
- 18. the police motor-cycles.
- 19. the broom wagon

Vehicles must circulate according to the diagram of the race convoy of article 2.3.046.

(text modified on 1.01.02; 30.01.04; 1.01.05, 1.01.08; 1.08.13).

**2.3.024** During world championships, the order of the nations' vehicles shall be determined as follows:

#### Men elite event

1. vehicles of nations entering nine riders;

- 2. vehicles of nations entering seven to eight riders;
- 3. vehicles of nations entering fewer than seven riders grouped according to the number of riders entered.

In the first group, the order is determined by the the latest UCI WorldTour classification by nation published. For groups 2 and 3, the order is determined by the number of UCI points in the latest classification by nation published for the continental circuits. For the vehicles grouping several nations, the highest ranked nation will be taken into consideration.

# Women elite event

- 1. vehicles of nations entering at least six riders;
- 2. vehicles of nations entering less than six riders grouped according to the number of riders entered.

In each group, the order shall be determined by the last elite women classification by nation published.

For the vehicles grouping several nations, account shall be taken of the highest ranked nation.

## Men Under 23 event

- 1. vehicles of nations entering at least five riders;
- 2. vehicles of nations entering less than five riders grouped according to the number of riders entered.

In each group, the order shall be determined firstly by the latest Under 23 Men Nation Cup classification by nation published and secondly the order of the remaining nations shall be determined by the number of UCI points in the latest classification by nation published for the continental circuits.

For the vehicles grouping several nations, account shall be taken of the highest ranked nation.

During Olympic Games, the order of the nations' vehicles shall be determined as follows:

#### Men elite event

- 1. vehicles of nations entering five riders;
- 2. vehicles of nations entering four riders;
- 3. vehicles of nations entering less than four riders grouped according to the number of riders entered.

In the first group, the order is determined by the the latest UCI WorldTour classification by nation published. For groups 2 and 3, the order is determined by the number of UCI points in the latest classification by nation published for the continental circuits. For the vehicles grouping several nations, the highest ranked nation will be taken into consideration.

# Women elite event

- 1. vehicles of nations entering at least three riders;
- 2. vehicles of nations entering less than three riders grouped according to the number of riders entered.

In each group, the order shall be determined by the last elite women's classification by nation published. For the vehicles grouping several nations, the highest ranked nation will be taken into consideration.

(text modified on 30.01.04; 1.01.05, 1.01.08; 1.01.09; 1.08.13).

# Feeding

**2.3.025** In events or stages over a distance not exceeding 150 km, it is recommended that riders be supplied with refreshments only from the team car. The refreshments may be provided either in bonkbags or flasks.

Riders shall move slowly up level with their sports director's car and he shall supply them from the vehicle. Food and drink shall be provided exclusively behind the commissaire's car and in no case in or behind the bunch.

If a group of 15 riders or less has broken away from the bunch, food and drink may be supplied at the rear of that group.

(text modified on 1.01.05).

**2.3.026** In other events or stages the organisers may also provide food and drink in areas set aside for that purpose. The feeding zones will be signposted. They shall be of sufficient length to allow supply operations to proceed smoothly.

Each feeding zone should be accompanied by a zone for waste situated just before and just after the feeding zone where riders can get rid of their waste.

Organisers should also have a waste zone of sufficient length situated before the final 20 kilometres of each race or stage where riders have the opportunity to get rid of their waste.

The food and drink shall be distributed on foot by the staff accompanying the team and by no-one else. They shall be positioned on one side of the road only, which must be the side on which road traffic circulates in the country concerned.

(text modified on 1.01.05; 1.01.15).

**2.3.027** Feeding is prohibited on climbs, descents and during the first 50 and last 20 km.

The commissaires panel may reduce the distances mentioned above, depending on atmospheric conditions and the category, type and length of the race. Such a decision must be communicated to interested parties before the start of the race.

(text modified on 1.01.01; 1.08.13).

**2.3.028** During world championships and Olympic Games, feeding is only permitted at the permanent pit(s) set up for that purpose along the course and from the time set by the UCI for each course individually.

(text modified on 1.01.00).

#### Technical support

**2.3.029** Riders may only receive technical support from the technical personnel of their team or from one of the neutral support cars or else from the broom wagon.

In the event of any change of bicycle during a race, the bicycle abandoned by the rider must in all cases be recovered either by vehicles accompanying the race, team vehicles, a neutral service vehicle or by the sag-wagon.

Mechanical assistance at fixed locations on the course is limited to wheel changes only except for races on a circuit where bike changes can be made in the authorized zones.

Any mechanical assistance which fails to meet the obligations above will result in the disqualification of the rider either immediately, or after the race if proven by any means and verified by the commissaires (article 12.1.001).

(text modified on 1.07.10; 1.10.10).

**2.3.030** Whatever the position of a rider in the race, he may receive such assistance and mechanical check (brakes for example) only to the rear of his bunch and when stationary. The greasing of chains from a moving vehicle shall be forbidden.

In case of a fall, the implementation of this disposal is left to commissaire's discretion.

(text modified on 1.07.11).

- **2.3.031** No equipment for riders may be prepared or held ready outside the following vehicle. Persons riding in vehicles shall not reach or lean out.
- **2.3.032** If technical support via motorcycle is permitted, the motorcycle may carry only spare wheels.
- **2.3.033** During world championships and Olympic Games, repairs and wheel or bicycle changes may be effected either by the personnel in the following technical vehicle, or at the equipment pits set up for that purpose.

(text modified on 1.01.01).

#### Level crossings

**2.3.034** It shall be strictly forbidden to cross level crossings when the barrier is down.

Apart from risking the penalty for such an offence as provided by law, offending riders shall be eliminated from the competition by the commissaires.

(text modified on 1.01.05).

- **2.3.035** The following rules shall apply:
  - 1. One or more riders who have broken away from the field are held up at a level crossing but the gates open before the field catches up. No action shall be taken and the closed level crossing shall be considered a mere race incident.
  - 2. One or more riders with more than 30 seconds' lead on the field are held up at a level crossing and the rest of the field catches up while the gates are still closed. In this case the race shall be neutralised and restarted with the same gaps, once the official vehicles preceding the race have passed. If the lead is less than 30 seconds, the closed level crossing shall be

If the lead is less than 30 seconds, the closed level crossing shall be considered a mere race incident.

- 3. If one or more leading riders make it over the crossing before the gates shut and the remainder of the riders are held up, no action shall be taken and the closed level crossing shall be considered a race incident.
- 4. Any other situation (prolonged closure of the barrier, etc.) shall be resolved by the commissaires.

This article shall apply equally to similar situations (mobile bridges, obstacles on the route, etc.).

#### Sprints

**2.3.036** Riders shall be strictly forbidden to deviate from the lane they selected when launching into the sprint and, in so doing, endangering others.

(text modified on 1.01.05).

## Finishes and timekeeping

**2.3.037** The classification shall be always determined according to the order of crossing the finishing line. The classification shall determine the allocation of prizes and points.

The finish classification shall be used to separate tied riders in the individual secondary classifications.

(text modified on 1.01.02).

**2.3.038** (N) Photo-finish with an electronic timing tape shall be mandatory.

(text modified on 1.01.05).

**2.3.039** Any rider finishing in a time exceeding that of the winner by more than 8% shall not be placed. The time limit may in exceptional circumstances be increased by the commissaires panel in consultation with the organiser.

At the world championships and at the Olympic Games, any rider who is dropped and lapped by the lead riders before they start their final lap shall be eliminated and must leave the race. All other riders shall be classified in accordance with their position.

(text modified on 1.01.99; 1.01.05; 1.01.13).

**2.3.040** All riders in a given bunch shall be credited with the same time when they cross the finishing line.

Timekeeper-commissaires shall continue to officiate until the broom wagon arrives. They shall also record the times of riders that finish after the set deadlines and shall hand the list of recorded times to the president of the commissaires panel.

(text modified on 1.01.05).

**2.3.041** All times recorded by the timekeeper-commissaires shall be rounded down to the nearest second.

(text modified on 1.01.05).

**2.3.042** In case of track finishes, the whole surface of the track may be used.

Riders' times may be recorded as they enter the track. Moreover, the commissaires may decide on a neutralisation at the entrance to the track in order to avoid the mixing of riders from different bunches.

If the track is impracticable, the finishing line shall be moved off the track and riders shall be informed by all available means.

**2.3.043** If, after all technical means available have been exhausted, it is still not possible to separate riders for one of the first three places at the world championships or Olympic Games, these riders shall each be awarded the placing in question. No award shall be made for the following placing, or, where there is a three-way tie, for the following two placings.

(text modified on 1.01.04).

**2.3.044** The team classification shall be optional. It shall be based on the sum of the three best individual times for each team.

In the event of a tie, teams shall be separated on the basis of the sums of the placings obtained by their three best placed riders.

In the event that the positions are still tied, the teams shall be separated by the placing of their best rider.

(text modified on 1.01.02; 1.01.03).

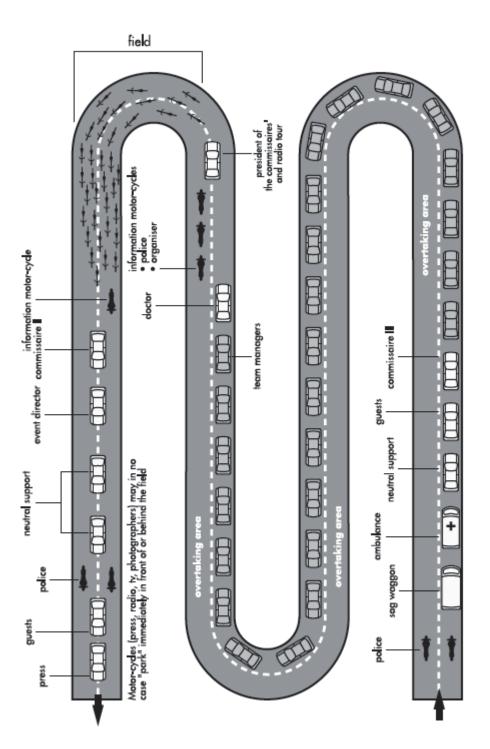
#### Disqualification

**2.3.045** If a rider is disqualified before the result of the race is sanctioned, the individual classification and, where applicable, the team classification shall be adjusted.

If a rider is disqualified after the result of the race has been sanctioned, the individual classification shall be adjusted, if applicable, for the first 20 places only. For the rest the place of the disqualified rider shall be left open. If applicable, the team classification shall be adjusted completely.

(article introduced on 1.01.05).

# 2.3.046 Diagram of the race convoy



## Chapter IV INDIVIDUAL TIME TRIALS

### Distances

**2.4.001** The distances shall be the following:

		Maximum di	istance
Category		World championships	
		and	Other events
		Olympic Games	
Men:	elite	40-50 km	80 km
	under 23	30-40 km	40 km
	juniors	20-30 km	30 km
Women:	elite	20-30 km	40 km
	juniors	10-15 km	15 km

(text modified on 1.01.05, 1.01.07).

### Course

- **2.4.002** The course shall be safe and perfectly signposted.
- **2.4.003** From the start of the race, the circuit may be used only by the riders in the race and the vehicles following such riders.
- **2.4.004** The distances remaining to be ridden shall be indicated clearly every 5 km at least. For uphill races, each kilometre shall be indicated.
- **2.4.005** (N) The organiser shall provide a warm-up circuit of at least 800 metres in the vicinity of the start.

### Starting order

- **2.4.006** The starting order shall be determined by the organiser of the event in accordance with objective criteria that are to be resumed in the programme technical guide of the race.
- **2.4.007** Riders shall set off at identical intervals. Nevertheless this interval may be increased between riders starting last.
- **2.4.008** The starting order of time trial stages during stage races shall be governed by article 2.6.023.
- **2.4.009** At world championships and Olympic Games, the starting order shall be determined by the UCI.

(text modified on 1.01.98).

### Start

**2.4.010** All riders must present themselves for checks on their bicycles no later than 15 minutes before their start time.

Before the start, an additional check can be done.

(text modified on 1.01.04; 1.07.11; 1.07.12).

**2.4.011** The rider shall start from a stationary position. He shall be held and then released, without being pushed, by a holder. The same holder shall perform the task for each rider.

If the start time is recorded using an electronic strip, the distance between the point of contact of the front tyre with the ground and the electronic strip must be 10 cm.

(N) The start shall be taken from a starting ramp.

(text modified on 1.09.00; 1.01.04).

#### Timekeeping

**2.4.012** The rider shall start his ride under the orders of the timekeeper-commissaire who shall count down to the starting time, following which the timing of the ride shall start. The time of any rider who reports late to the start shall be calculated from that rider's scheduled starting time.

(text modified on 1.09.00; 1.01.05).

**2.4.013** The start may be determined by the front tyre making contact with an electronic timing strip on the start line. If the rider starts fractionally before the countdown reaches 0 or in the following 5 seconds the time it is triggered is used. If the rider starts after this 5 second delay has elapsed or in the event of problems with the electronic timing, the rider's time shall be counted as from the start of manual timing following the countdown.

(text modified on 1.09.00; 1.01.04).

**2.4.014** (N) Timekeeping shall be conducted at several points along the distance, so distributed as to ensure that riders and spectators alike be continually informed of the progress of the race.

(text modified on 1.09.00; 1.01.04).

- **2.4.015** Finishing times shall be taken to the nearest one-tenth of a second at least.
- **2.4.016** At the world championships and the Olympic Games times shall be taken and communicated to the nearest one-hundredth of a second.

(text modified on 1.09.00; 1.01.04).

#### Racing procedure

- **2.4.017** If one rider is caught up by another, he may neither lead nor follow in the slipstream of the rider who caught up.
- **2.4.018** A rider, upon catching up with another shall leave a lateral gap of at least 2 metres between himself and the other rider. After 1 km, the rider caught up shall ride at least 25 m away from the other.
- **2.4.019** If necessary, the commissaire shall force the riders to leave the 2 metre lateral gap and the distance of 25 metres respectively, without prejudice to the penalties provided for in the scale of penalties (article 12.1.040, point 40).
- **2.4.020** Riders may not help one another.

**2.4.021** The specific regulations for the event shall indicate if feeding is permitted and which conditions apply.

### **Following vehicles**

- **2.4.022** [abrogated on 1.01.03].
- **2.4.023** The following vehicle shall follow at least 10 metres behind the rider, shall never overtake him nor draw up level with him. In the case of a breakdown, technical support may be rendered only with the rider and vehicle stationary and the following vehicle shall not hinder anyone else.
- **2.4.024** The following vehicle of a rider who is about to be caught shall, as soon as the distance between the two riders drops below 100 metres, drop back behind the vehicle of the other rider.
- **2.4.025** The vehicle of a rider who catches another may not take up position between the riders until they are at least 50 metres apart. Should this gap subsequently be reduced, the vehicle shall drop back behind the second rider.
- **2.4.026** The following vehicle may carry equipment necessary for changing wheels or cycles.
- **2.4.027** No equipment for the riders may be prepared or held ready outside the following vehicle. Persons riding in vehicles shall not reach or lean out.
- **2.4.028** If technical support via motor-cycle is permitted, the motorcycle may carry only spare wheels.
- **2.4.029** Megaphones or loud-hailers may be used.

#### Participation

**2.4.030** For an individual time trial open to teams, the organiser must invite and contract the teams rather than their individual riders.

(text modified on 1.01.02; 1.01.05).

### Disqualification

**2.4.031** If a rider is disqualified before the result of the race is sanctioned, the classification shall be adjusted.

If a rider is disqualified after the result of the race has been sanctioned, the classification shall be adjusted, if applicable, for the first 20 places only. For the rest the place of the disqualified rider shall be left open.

(article introduced on 1.01.05).

### Chapter V TEAM TIME TRIALS

(numbering of the articles modified on 1.01.05, former article 2.5.012 was abrogated on 1.01.04; and former article 2.5.020 was abrogated on 1.01.03).

### Participation

**2.5.001** The number of riders per team is determined in the programme - technical guide - and must be at least 2 and no more than 10.

Mixed teams are forbidden.

There are six riders per team for the world championships.

The participating teams are defined in Article 9.2.012.

(text modified on 1.01.05; 1.01.06; 1.10.06; 1.07.12).

### Distances

**2.5.002** The distances for team time trial races shall be:

		Maximum	distance
Cate	gory	World Championships	Other events
Men :	juniors		70 km
	under 23		80 km
	elite	60 km	100 km
Women :	juniors		30 km
	elite	40 km	50 km

(text modified on 1.01.05; 1.01.07; 1.07.12; 1.08.13).

### Course

**2.5.003** The course shall be safe and perfectly signposted.

It shall be sufficiently wide and avoid excessively sharp bends.

From the start of the race, the circuit may be used only by the riders in the race and the vehicles following such riders.

**2.5.004** The distances remaining to be ridden shall be indicated clearly every 10 km at least. The last kilometre shall be signalised by a red triangle. For uphill races, each km shall be indicated.

(text modified on 1.01.05).

**2.5.005** (N) The organiser shall provide a warm-up circuit of at least 800 metres in the vicinity of the start.

### Starting order

**2.5.006** The starting order shall be determined by the organiser of the race in accordance with objective criteria that are to be resumed in the programme - technical guide of the race.

The UCI establishes the starting order of teams at the world championships.

(text modified on 1.07.12).

- **2.5.007** The starting order of team time trial stages during stage races shall be governed by article 2.6.024.
- **2.5.008** Teams shall set off at identical intervals. Nevertheless this interval may be increased between the teams starting last.

### Start

**2.5.009** The riders of each team shall present at the bike check point no later than 15 minutes before the scheduled start time.

Before the start, an additional check can be done.

(text modified on 1.01.05; 1.07.12).

**2.5.010** The time of any team reporting late to the start shall be calculated from its scheduled starting time.

If a rider arrives late at the start, the team may either wait and have the lost time deducted, or start at the scheduled time. The late rider will start alone and have the lost time deducted.

(text modified on 1.01.05).

**2.5.011** At the start, the riders shall be held side by side on the starting line and then released, not pushed, by «holders» who shall be the same for all teams.

### Timekeeping and classification

- **2.5.012** (N) Timekeeping shall be conducted at several points along the distance, so distributed as to ensure that riders and spectators alike be continually informed of the progress of the race.
- **2.5.013** Finishing times shall be taken to the nearest one-tenth of a second at least.
- **2.5.014** The specific regulations for the event shall specify on which rider of a team crossing the finishing line the classification of teams will be timed for the finish.

In elite women's world cup team time trials the time shall be taken on the fourth rider.

The time will be taken on the fourth rider at the world championships.

(text modified on 1.01.06; 1.07.12).

### Team conduct during the race

**2.5.015** If a team is caught, it may neither lead, nor take advantage of riding in the slipstream of the team that catches it. This clause shall equally apply to riders that drop behind. A rider that has dropped behind may not join another team, nor receive or provide assistance.

**2.5.016** A team, upon catching another, shall leave a lateral gap of at least 2 metres between them.

After 1 km, the team caught shall ride at least 25 m away from the other.

- **2.5.017** If necessary, the commissaire shall force the riders to leave the 2 metres lateral gap and the distance of 25 metres respectively, without prejudice to the penalties provided for in the scale of penalties (article 12.1.040, point 44).
- **2.5.018** Riders, even of the same team, may not push one another.
- **2.5.019** The exchange of food, drinks, small items of equipment, wheels and bicycles and help with running repairs shall be permitted between riders of the same team.
- **2.5.020** The specific regulations for the event shall indicate if feeding is permitted and which conditions apply.

### **Following vehicles**

- **2.5.021** The following vehicle shall follow at least 10 metres behind the last rider of the team, shall never overtake it nor draw up level with it. In the case of a breakdown, technical support may be rendered only with the rider and vehicle stationary.
- **2.5.022** The vehicle may not take up position between the team and any rider(s) that has/have dropped behind unless they are at least 50 metres apart. The riders that have dropped behind may under no circumstances ride in the slipstream of a vehicle.
- **2.5.023** The following vehicle of a team that is about to be caught up shall, as soon as the distance between the two teams drops below 100 metres, drop back behind the vehicle of the other team.
- **2.5.024** A vehicle following a team that catches up another may not take up position between the teams unless there are at least 60 metres between them. Should that gap subsequently reduce, the vehicle shall return to its position behind the last rider of the 2<sup>nd</sup> team.
- **2.5.025** The following vehicle may carry equipment necessary for changing wheels or cycles.

No equipment for the riders may be prepared or held ready outside the following vehicle. Persons riding in vehicles shall not reach or lean out.

- **2.5.026** If technical support via motorcycle is permitted, the motorcycle may carry only spare wheels.
- **2.5.027** Megaphones or loud-hailers may be used.

### Disqualification

**2.5.028** If a rider is disqualified his team shall be disqualified and the classification shall be adjusted.

(article introduced on 1.01.05).

## Chapter VI STAGE RACES (N)

(numbering of the articles modified on 1.01.05; articles 2.6.003 bis and 2.6.003 ter abrogated on 1.01.05).

#### Method

- **2.6.001** Stage races shall be run over a minimum of two days with a general time classification. They shall be run in road race stages and time trial stages.
- **2.6.002** Unless otherwise stipulated hereafter, road race stages shall be run in the same manner as one-day races and time trial stages shall be governed by the provisions governing time trials.
- **2.6.003** Team time trial stages shall take place during the first third of the race.

(article introduced on 1.01.05).

### Participation

**2.6.004** Stage races shall be run solely by teams and, where authorized by these regulations, by mixed teams.

(text modified on 1.01.05).

**2.6.005** [article abrogated on 1.07.10].

#### Prologue

**2.6.006** A prologue may be included in stage races on condition that:

1. it must not exceed 8 km; for an elite or juniors women's or juniors men's race, the prologue must be less than 4 km;

the prologue must be run as an individual time trial. If more than 60 riders are involved, the interval between the start of any two riders shall not exceed one minute;
 it counts towards the individual general classification;

4. any rider who suffers an accident during the prologue and is unable to complete the distance shall nevertheless be permitted to race the following day and be credited with the time of the last ranked rider;

5. no rider may participate or be made to participate in a second race on the same day as the prologue;

6. the prologue shall count as a race day.

(text modified on 1.01.05).

### Duration

**2.6.007** The durations indicated below correspond to the total number of days occupied on the calendar, i.e. both days of competition, including any prologue, and rest days.

### UCI WorldTour

Duration determined by the Professional Cycling Council.

### Major tours

15 to 23 days.

### **Continental circuits**

The duration of existing events can be reduced by the management committee. In that event, the organiser has the right to be heard by the Management Committee.

The duration of new events in classes HC, 1 and 2 is limited to 5 days, unless an exemption is made by the management committee.

### Elite women's world circuit

The duration of new events of classes 1 and 2 is limited to 6 days, unless an exemption is made by the management committee.

### Junior men's and women's world circuits

The duration of new events is limited to 4 days, unless an exemption is made by the management committee.

(text modified on 1.01.05; 1.01.08; 1.01.09; 1.07.12; 1.10.13; 1.01.15).

### 2.6.008 Stage distances

Calendar	Max. average daily distance *	Max. distance per stage	Max. distance per ITT stage	Max. distance per TTT stage
men elite (UCI WorldTour)	180 km	240 km	60 km	60 km
men elite and under 23 (continental circuits, classes HC, 1 and 2)	180 km	240 km	60 km	60 km
men under 23 (continental circuits, class 2)	150 km	180 km	40 km half-stage 15 km	50 km half-stage 35 km
men juniors	100 km	120 km	30 km half-stage 15 km	40 km half-stage 25 km
women elite	100 km	130 km	40 km	50 km
women juniors	60 km	80 km	15 km	20 km

\* The distance and the day of the prologue are not taken into consideration for calculating the average daily distance.

The riders must complete the entire distance of each stage to be included in the classification and to be allowed to continue in the event.

(text modified on 1.01.05, 1.01.06; 1.01.08; 1.01.09; 1.07.09).

- **2.6.009** With a special waiver from the executive committee or, for UCI WorldTour events, from the Professional Cycling Council, organisers may be authorised to include:
  - a maximum of two stages of over 240 km in races of 10 days and more for elite men
  - a single stage of no more than 230 km in races for under-23 men
  - in elite women's races one stage only of 150 km maximum
  - in junior men's races one stage only of 130 km maximum

(text modified on 1.01.02; 1.01.05; 1.01.08).

**2.6.010** The number of half-stages is limited as follows (without taking account of the prologue) :

Calendar	Number of half-stages authorised		
	Races of fewer than	Races of 6 days or	
	6 days	more	
UCI WorldTour	Half-stage	s forbidden	
Men elite	2	4	
Under 23	2	4	
Women elite	2	half-stages forbidden	
Juniors	2	half-stages forbidden	

(text modified on 1.01.01; 1.01.06; 26.06.07; 1.01.09).

### Major tours

**2.6.011** The maximum length of major tours is 3500 km.

(text modified on 1.01.02; 1.01.08).

### **Rest days**

**2.6.012** In events with more than 10 days of competition, at least one rest day must be allowed for and fall after at least 5 days of racing.

In the major tours two rest days are obligatory and must be distributed evenly.

Unless the UCI makes a derogation to that effect, a transfer cannot be considered as a rest day.

(text modified on 1.01.02; 1.10.10).

### Classifications

**2.6.013** Various classifications may be drawn up; they must be based exclusively on sporting criteria.

The individual general classification on time and the team general classification on time are obligatory in events of the UCI WorldTour and of the continental circuits for the men elite and under 23 in classes HC, 1 and 2.

On the basis of the classifications, only 4 leader's jerseys can be issued in events of the UCI WorldTour and of the continental circuits of the classes HC and 1 for the men elite and under 23, and a maximum of 6 jerseys in the other events. A leader's jersey for the individual general classification on time is compulsory.

(text modified on 1.01.02; 1.01.05; 1.01.08; 1.01.09).

**2.6.014** The times as recorded by the timekeeper-commissaires shall be entered in the general time classifications.

Bonuses are only taken into consideration for the individual general classification.

(text modified on 1.01.04; 1.01.05).

**2.6.015** Where two or more riders make the same time in the general individual time placings, the fractions of a second registered during individual time trials (including the prologue) shall be added back into the total time to decide the order.

If the result is still tied or if there are no individual time trial stages the placings obtained in each stage shall be added and, as a last resort, the place obtained in the last stage ridden shall be taken into consideration.

(text modified on 1.01.05).

**2.6.016** The team classification for the day shall be calculated on the basis of the sum of the three best individual times from each team except the team time trial that is governed by the specific regulation of the event. In the event of a tie, the teams shall be separated by the sum of the places acquired by their three best times on the stage. If the teams are still tied, they shall be separated by the placing of their best rider on the stage classification.

The team general classification shall be calculated on the basis of the sum of the three best individual times from each team in each stage ridden. In the event of a draw, the following criteria shall be applied in order until the teams are separated:

- 1. number of first places in the daily team classifications;
- 2. number of second places in the daily team classifications; etc.

If there is still a draw, the teams shall be separated by the placing of their best rider in the general individual classification.

Any team reduced to fewer than three riders shall be eliminated from the general team classification.

(text modified on 1.01.02; 1.01.03; 1.01.08; 1.07.11).

**2.6.017** In the event of a tie in the general individual classification by points, the following criteria shall be applied in order until the riders are separated:

1. number of stage wins;

2. number of wins in intermediate sprints counting for the general classification on points;

3. general individual classification by time.

In the event of a tie in the general individual mountains classification, the following criteria shall be applied in order until the riders are separated:

- 1. number of first places in the highest category climbs;
- 2. number of first places on climbs in the next inferior category and so on;
- 3. general individual classification by time

(text modified on 1.01.02; 1.01.03; 1.01.05).

**2.6.018** The leader of each classification shall be required to wear the corresponding distinctive jersey.

If a rider is leading more than one classification, the order of priority of the distinctive jerseys shall be as follows:

- 1. general classification by time;
- 2. general classification by points;
- 3. general climber's classification;
- 4. others (young rider, combined, etc.); the order of priority among these other jerseys shall be set by the organiser.

The organiser may require another rider following next on the relevant classification to wear a jersey which is not being worn by the leader of that classification. However, if this rider must wear his world or national champion's jersey, or the leader's jersey of a UCI cup, circuit, series or classification, he shall wear that jersey.

The riders of the team leading the team classification shall be required to wear the corresponding distinctive sign.

Wearing a leader's jersey or distinctive sign is prohibited in the case referred to in article 1.3.055bis, point 5.

(text modified on 1.01.04; 1.01.05; 1.09.05).

### Bonuses

- **2.6.019** Bonuses may be awarded under the following conditions:
  - 1. Major tours

Intermediate sprints:

Bonuses	• stages:	3 sprints maximum	
• intermediate enrinte: $6" - 4" - 2"$ or $3" - 2" - 1"$ decide	Bonuses	<u> </u>	

intermediate sprints:
6" - 4" - 2" or 3" - 2" - 1", decided by the organiser
finish:
20" - 12" - 8" or 10" - 6" - 4", decided by the organiser

If the organiser decides to apply the lesser scale of bonuses at the finish line, the lesser scale for intermediate sprints must also be applied.

2. Other events

Intermediate sprints:

- half-stages: 1 sprint maximum
- stages: 3 sprints maximum

Bonuses <ul> <li>intermediate sprints:</li> </ul>		3" - 2" - 1"
• finish:	half-stage: stage:	6" - 4" - 2" 10" - 6" - 4"

(text modified on 1.01.03; 1.01.06; 1.02.12; 1.07.12).

**2.6.020** No bonuses may be awarded during stages or half-stages unless a bonus is also awarded at the finish.

**2.6.021** Bonuses shall be shown only in individual general classification by time. No bonuses shall be awarded for individual or team time trial events.

(text modified on 1.01.04).

### Prizes

**2.6.022** Prizes shall be awarded for each stage and half-stage as well as for all classifications, without prejudice to the power the management committee or, for UCI WorldTour events, the Professional Cycling Council, to impose minimum prizes.

(text modified on 2.03.00; 1.01.05).

### Individual time trial stages

**2.6.023** The starting order for individual time trial stages shall be the reverse order of the general time classification. Nevertheless, the commissaires panel may modify that order to avoid two riders of the same team riding consecutively.

For the prologue, or if the first stage is an individual time trial race, the starting order for each team shall be determined by the organiser in agreement with the commissaires panel; each team shall determine the order in which its riders shall start.

(text modified on 1.01.03).

### Team time trial stages

**2.6.024** The starting order of team time trial stages shall be the inverse order of the general team classification, to the exception of the leader's team which starts last. Where no such classification exists, the starting order shall be determined by drawing lots.

(text modified on 1.07.11).

**2.6.025** The classification of these stages shall count towards the general individual time classification and the general team classification. The race regulations shall determine how times be recorded, including those of riders who drop behind.

### **Drop-out**

**2.6.026** A rider dropping out of the race may not compete in any other cycling events for the duration of the stage race that he abandoned, on pain of a 15 day suspension and a fine of CHF 200 to 1,000.

After consulting the event directors and the president of the commissaires panel, the UCI may, however, grant exceptions at the request of a rider and with the agreement of his sports director.

(text modified on 1.01.05; 1.10.11).

### Finish

**2.6.027** In the case of a duly noted fall, puncture or mechanical incident in the last three kilometers of a road race stage, the rider or riders involved shall be credited with the time of the rider or riders in whose company they were riding at the moment of the accident. His or their placing shall be determined by the order in which he or they actually cross the finishing line.

If, as the result of a duly noted fall in the last three kilometers, a rider cannot cross the finishing line, he shall be placed last in the stage and credited with the time of the rider or riders in whose company he was riding at the time of the accident.

(text modified on 1.01.05; 1.10.11; 1.02.12).

**2.6.028** In the case of a duly noted fall, puncture or mechanical incident beyond the red triangle in a team time trial stage, the rider or riders involved shall be credited with the time of the teammate(s) in whose company he was/they were riding at the moment of the accident.

If, as the result of a duly noted fall beyond the red triangle, a rider cannot cross the finishing line, he shall be credited with the time of the teammate(s) in whose company he was riding at the time of the accident.

(text modified on 1.01.05).

**2.6.029** Articles 2.6.027 and 2.6.028 shall not apply where the finish is at the top of a hill-climb, except if the incident occurs before the climb. Every discussion regarding the qualifications «at the top of a hill-climb» and «before the climb» will be decided by the commissaires panel.

(text modified on 1.01.05).

### Finishes on a circuit

- **2.6.030** Even if a stage finishes on a circuit, times shall always be taken on the finish line.
- **2.6.031** In stage races, the number of laps may exceed 5 for circuits of between 5 and 8 km, but only during the final stage of the race. In this instance, the total distance ridden on the circuit may not exceed 100 km.

(text modified on 1.01.00).

### Finishing deadline

**2.6.032** The finishing deadline shall be set in the specific regulations for each race in accordance with the characteristics of the stage.

In exceptional cases only, unpredictable and of force majeure, the commissaires panel may extend the finishing time limits after consultation with the organiser.

In case riders out of the time limit are given a second chance by the president of the commissaires panel, they shall have confiscated the equivalent points awarded to the winner of this same stage to their individual general classification by points even if their points total in this classification becomes negative.

(text modified on 1.01.02; 1.01.09; 1.10.09; 1.07.10; 1.02.12).

### Team vehicles

**2.6.033** Only one vehicle per team will be permitted to circulate at race level.

However, in races of the UCI WorldTour and of the continental circuits of the classes 2.HC, and 2.1, a second car per team is allowed, except in circuit races and on final circuits. In any cases, the article 2.2.035 does apply.

(text modified on 1.01.98; 1.01.05; 01.01.08; 1.01.09; 1.10.10).

**2.6.034** During the first stage, the order in which team vehicles drive shall be determined according to the position of the first rider of each team in the general individual time classification at the end of the prologue and, where no such classification exists, by drawing lots.

For the following stages, the driving order shall be determined according to the position of the first rider of each team in the general individual time classification.

### Reporting results

**2.6.035** (N) The organiser must distribute the results to teams at the finish or, failing that, send them by fax as soon as possible.

(text modified on 1.01.99; 1.01.05).

**2.6.036** [article transferred to art. 2.2.010 bis].

#### Disqualification

**2.6.037** If a rider is disqualified before the result of the race is sanctioned, all classifications shall be adjusted.

If a rider is disqualified after the result of the race has been sanctioned, the general individual classification shall be adjusted, if applicable, for the first 3 places only. The 4th place remains vacant.

If a rider is disqualified because of a violation committed during a stage that he won, the second rider on the stage takes the first place.

If the winner of another classification than the general individual classification is disqualified, the second rider on that classification takes the first place.

For the rest the place of the disqualified rider shall be left open.

(article introduced on 1.01.05; 1.08.13).

**2.6.038** If a rider is disqualified because of a violation committed during a team time trial stage, the team shall be relegated to the last place on the stage with its real time and with a 10 minutes penalty on the general classification of teams.

If more than one rider on the team is disqualified because of any violation committed during the same team time trial stage, the team is disqualified.

All team classifications shall be adjusted.

(article introduced on 1.01.05).

## Chapter VII CRITERIUMS

**2.7.001** For any aspect not covered below, the general provisions as well as the special provisions for one-day races shall apply by analogy.

### Methods

- **2.7.002** The criterium is a road race run on a circuit closed to traffic and that is run according to one of the following methods:
  - 1. classification at the finish of the last lap;

2. classification on the basis of the number of laps covered and the number of points obtained during the intermediate sprints.

**2.7.003** If the criterium comprises several races, the individual race shall always be ridden last.

### Organisation

**2.7.004** It shall not be permissible to organise a criterium on the day preceding an international event without an individual contract being signed between the organiser and each rider involved.

(text modified on 1.01.02).

**2.7.005** The national federations shall submit their criterium calendar to the UCI no later than 1<sup>st</sup> September for the following year.

Organisers whose criterium is not included on this calendar may not invite riders from a team registered with the UCI or allow them to ride.

If the national criterium calendar is not received by the UCI before the deadline, the organisers in question may not invite riders from a team registered with the UCI or allow them to ride.

(text modified on 1.01.02; 1.01.05; 1.07.10).

**2.7.006** An organiser may not contract a rider from a UCI WorldTeam unless if at least 50% of riders participating belong to a team registered with the UCI. The organiser's national federation may increase this percentage.

(text modified on 1.01.02; 1.01.05; 1.01.15).

**2.7.007** A zone of at least 150 metres before and 50 metres after the finish line will be protected by barriers. It will be accessible only to those working for the organisation, the riders, the paramedical assistants, the sports directors and accredited press.

The zone before the finish line will be protected by barriers from the beginning of the final corner, if the length of the finishing straight is less than 300 metres.

(text modified on 1.01.02).

**2.7.008** If an event finishes after sunset, the circuit must be adequately lit. If not, the event shall be cancelled or stopped.

(text modified on 1.01.02).

**2.7.009** If the event finishes after 22:00, the organiser must provide riders from teams registered with the UCI with a hotel bedroom and breakfast.

(text modified on 1.01.02; 1.01.05).

**2.7.010** The organiser must provide changing rooms for the riders.

(text modified on 1.01.02).

#### Prizes and payments

- **2.7.011** The organiser shall, with the invitation, send out a list of prizes before accepting any enrolments.
- **2.7.012** If, in addition to prizes awarded according to the results, a fixed payment be made for participation in the race, the amount of that payment shall be set down in an individual contract between the organiser and each rider concerned. For riders who are part of a team registered with the UCI, the contract must be countersigned by a representative of the team.

(text modified on 1.01.05).

**2.7.013** The contractual amount shall be paid by the organiser even in case of cancellation or interruption of the race. This amount is decided by mutual agreement between the organiser and each rider concerned.

(text modified on 1.07.10).

- **2.7.014** Prize money shall be paid exclusively to the riders that won it.
- **2.7.015** Prizes and contractual amounts shall be paid within one hour following the finish of the race.

#### Distances

- **2.7.016** The circuit shall measure between 800 and 10,000 metres.
- **2.7.017** The maximum distance for the race shall be set as follows:

Length of circuit	Maximum distance
800 - 1599 m	80 km
1600 - 2999 m	110 km
3000 - 3999 m	132 km
4000 - 10 000 m	150 km

### Method with intermediate sprints

- **2.7.018** The programme technical guide of the race shall specify the intermediate sprint system and the allocation of points, by taking account of the following provisions that shall automatically apply.
- **2.7.019** Intermediate sprints shall take place on the finish line and after a number of laps that shall always be the same between two sprints.

- **2.7.020** Points may be awarded to the first rider to cross the finish line during laps without any intermediate sprint. The number of such points may not exceed 40% of the points awarded the winner of an intermediate sprint.
- **2.7.021** Any rider or group of 20 riders or less who drop behind and are lapped by the lead riders shall be eliminated and must leave the race.

If such a group involves more than 20 riders, the commissaires panel shall decide whether those riders may continue or be eliminated.

- **2.7.022** In the case of a recognised mishap as defined in the provisions governing track races (article 3.2.021), the rider shall be entitled to a neutralisation of one or two laps to be determined by the commissaires according to the length of the circuit. After the neutralisation, the rider shall resume the race but shall not earn any points in the following sprint.
- **2.7.023** The classification shall be as follows:
  - the winner shall be the rider who covered the greatest number of laps;
  - in the case of a tie on laps, the number of points won shall decide;
  - in the case of a tie on laps and points, the number of wins during the intermediate sprints shall decide;
  - if the riders are still tied, the place during the final sprint shall decide.
- **2.7.024** A rider shall be deemed to have gained a lap when he catches up with the tail of the main bunch.

## Chapter VIII INDIVIDUAL RACES

- **2.8.001** For any aspect not covered below, please refer to the general provisions as well as to the special provisions for one-day races that shall apply by analogy.
- **2.8.002** An individual race is a road race in which participate exclusively individual riders.
- **2.8.003** An individual race may be registered only on a national calendar and on the following conditions:
  - 1. riders enter on an individual basis;
  - riders of a UCI WorldTeam can take part a maximum of 3 times a year in an individual race;
  - 3. a maximum of 3 riders of the same team registered with the UCI can take part in an individual race;
  - 4. the minimum prize money shall be CHF 8000;
  - 5. the maximum distance shall be 170 km for men and 120 km for women;
  - 6. if the race is ridden on a circuit, that circuit shall be at least 10 km long;
  - 7. technical support shall be provided by neutral cars;
  - 8. team vehicles shall not be admitted to the race.

(text modified on 26.01.07; 1.01.15).

### Chapter IXOTHER RACES

**2.9.001** Other road races, such as races behind pacers, hill-climbs and marathon road races, may be organised if their entry on the continental or national calendar is accepted as appropriate, by the UCI management committee, the Professional Cycling Council or the national federation.

(text modified on 2.03.00).

**2.9.002** For these races, please refer to the general provisions as well as to the specific oneday race provisions that shall apply by analogy.

### Chapter X UCI WORLDTOUR RANKING

(chapter replaced on 1.01.09).

**2.10.001** The UCI has created an annual UCI WorldTour classification of riders, teams and nations taking part in the events of the UCI WorldTour. This classification is the exclusive property of the UCI.

Only riders being part of a UCI WorldTeam obtain points in UCI WorldTour races.

(text modified on 1.07.10; 01.01.15).

### Individual classification

**2.10.002** Riders score points in the individual classification in accordance with the scale fixed annually by the Management Committee.

Points awarded for stages are counted on the final day of the race.

A rider who, in the course of the year, ceases to be a member of a team which has taken part in one or more UCI WorldTour events during the year in question, shall be withdrawn from the individual ranking.

A rider who takes part in a UCI WorldTour event as a member of a national team shall not receive any points.

**2.10.003** Ties on points between riders shall be resolved by counting up the greatest number of 1st places, 2nd places, etc. on the classification of the races of the current year, taking into account only places for which UCI WorldTour ranking points are allocated.

In the event of a new tie, the highest-placed rider in the most recent race shall take precedence, whichever his placing.

In the case of a tie in the final classification, the rider with the greatest number of 1st places, 2nd places etc. on the classification of the races of the current year, whichever his placing, shall take precedence.

Concerning stage races, only the final individual general classification on time shall be taken into account for the application of this article.

### Team classification

**2.10.004** The team ranking is obtained by adding up the points obtained by the five best riders in the individual ranking.

Further, the UCI WorldTeams obtain points during the UCI team time trial world championships as indicated in the points scale in the attachment of this chapter.

The ranking of teams in the event of a tie will be determined by the place of their best rider in the individual ranking.

(text modified on 1.09.12).

### Classification by nation

**2.10.005** The classification by nation shall be drawn up on the basis of the points obtained by the first 5 riders of each nationality in the individual classification.

The tiebreaker for equally ranked nations shall be the placing of their best-placed rider on the individual classification.

### Updates

**2.10.006** Classifications shall be updated the same day after the end of a UCI WorldTour one day race or after the last stage of a stage race.

Organisers or national federations must immediately notify the UCI of any facts or decisions which could result in a change to points obtained by any rider or team. Where necessary, classifications will be amended.

(text modified on 1.07.11).

### **Trophies and prizes**

**2.10.007** The UCI shall award a trophy to the winner of the UCI WorldTour ranking and to the winning team as well as the nation. The UCI may award prizes to riders and teams according to their classification, in accordance with such criteria as it may establish.

### Scale of points for UCI WorldTour events

**2.10.008** When necessary, should the classification be altered, prizes and trophies already awarded shall be returned and handed over to the entitled party.

### Annex

### Point scale UCI team time trial world championships

Position	Team points	
1	200	
2	170	
3	140	
4	130	
5	120	
6	110	
7	100	
8	90	
9	80	
10	70	

UCI WorldTeams obtaining a top-10 place are awarded points for the UCI WorldTour team ranking.

No individual points are awarded.

(article introduced on 1.09.12; modified on 1.01.15).

### Annex

Points scale set by the management committee for 2015, pursuant to Article 2.10.002 (individual classification).

Eine I	Taxa da Fasa a	O're alltelia	Ocates Terre Dever	
Final	Tour de France	Giro d'Italia	Santos Tour Down	E3 Harelbeke
classification		Vuelta a España	Under Davis Niss	Gent – Wevelgem
of the race			Paris-Nice Tirreno-Adriatico	in Flanders Fields
			Milano-Sanremo	Amstel Gold Race La Flèche Wallonne
			Ronde van Vlaanderen	Clasica Ciclista San
			/ Tour des Flandres Vuelta Ciclista	Sebastian
			al Pais Vasco	Vattenfall Cyclassics GP Ouest France -
			Paris-Roubaix	Plouay
			Liège-Bastogne-Liège	Grand Prix Cycliste
			Tour de Romandie	de Québec
			Volta Ciclista a	Grand Prix Cycliste
			Catalunya	de Montréal
			Critérium du Dauphiné	de Montreal
			Tour de Suisse	
			Tour de Pologne	
			Eneco Tour	
			Il Lombardia	
1	200	170	100	80
2	150	130	80	60
3	120	100	70	50
4	110	90	60	40
5	100	80	50	30
6	90	70	40	22
7	80	60	30	14
8	70	52	20	10
9	60	44	10	6
10	50	38	4	2
11	40	32		
12	30	26		
13	24	22		
14	20	18		
15	16	14		
16	12	10		
17	10	8		
18	8	6		
19	6	4		
20	4	2		
		Stages a	nd prologues	
				1
1	20	16	6	
2	10	8	4	
3	6	4	2	
4	4	2	1	
5	2	1	1	

(text modified on 1.07.10; 1.07.12; 24.01.15).

### Chapter XI ELITE AND UNDER 23 MEN'S CONTINENTAL CLASSIFICATIONS

(chapter replaced on 1.01.05).

**2.11.001** For each continent, there shall be an individual classification, a classification by team and a classification by nation of the elite and under 23 men.

The UCI shall be the exclusive owner of these classifications.

- **2.11.002** The classifications shall be established on the basis of points obtained by the riders as per the scale in article 2.11.014.
- **2.11.003** Riders belonging to a UCI WorldTeam do not take part in the continental classifications. A rider who joins a UCI WorldTeam shall be withdrawn from the classifications when his contract comes into force.

(text modified on 1.01.15).

#### Individual classification

- **2.11.004** Riders shall score points in the individual classification of the continent in which the event takes place. They may appear in the classifications of more than one continent.
- **2.11.005** Elite and under 23 men shall be listed in the same classification. In the classification, under 23 riders shall be identified by a distinctive mark.
- **2.11.006** The classification shall be drawn up per season, by adding the points won from the 1st January until the 31<sup>st</sup> December. The classification shall be drawn up on the 25th day of each month. Where applicable, the classification for preceding months shall be corrected. The new classification shall come into force on the 1st day of the following month and remains valid until the end of the month.

(text modified on 1.01.06; 24.01.15).

**2.11.007** Ties on points between riders shall be resolved by counting up the greatest number of 1st places, 2nd places etc. on the classification of the races run in the course of the last year, taking into account only places for which continental classification points are allocated.

In the event of a new tie, the highest-placed rider in the most recent race shall take precedence, whichever his placing.

Concerning stage races, only the final individual general classification on time shall be taken into account for the application of this article.

### Team classification

**2.11.008** The classification of UCI continental teams and UCI continental professional teams shall be obtained by adding the points of their 8 best placed riders in the individual classification as well as points obtained in the UCI team time trial world championships.

Ties between teams shall be resolved by counting up the greatest number of 1st places, 2nd places etc. on the (final general) classification (on time) of the races run in the course of the last year obtained by their best 8 riders on the individual continental classification.

(text modified on 1.07.12).

### Classification by nation

**2.11.009** Besides a classification by nation for men elite and under 23 men, a distinct classification by nation for under 23 men shall be established.

Such classifications by nation for each continent shall be obtained by adding the points of the 10 best placed riders of each nation in the same continent in all the individual continental classifications:

1. the points of each rider of a given nation in the individual classification of each continent shall be totalled;

2. the points of the 10 best riders shall be added together;

3. the total for the 10 best placed riders determines the position of the nation in the classification.

(text modified on 1.01.07).

- **2.11.010** A rider's points shall be awarded to the nation of his nationality, even if he is a licence holder of the federation of another country.
- **2.11.011** Ties between nations shall be resolved by counting up the greatest number of 1st places, 2nd places etc. on the (final general) classification (on time) of the races run in the course of the last year obtained by their best 10 riders on the individual continental classification.
- **2.11.012** [abrogated on 24.01.15].
- **2.11.013** The management committee may award prizes to riders according to their classification, in accordance with such criteria as it may establish.

### 2.11.014 Points scale

### General provisions

Points awarded for stages shall be recorded on the last day of the event.

For team time trial events and stages the points on the scale shall be awarded to the team. These points shall be divided equally between the riders counting for the team classification. All additional riders finishing in the same time shall receive an equal number of points to those of their classified team-mates. Calculations shall be made to one hundredth of a point.

One-uay ever	its and stage	laces (inital ci	assincation
			Class 2
Position	НС	Class 1	and
1 0311011		01033 1	Regional
			Games *
1	100	80	40
2	70	56	30
3	40	32	16
4	30	24	12
5	25	20	10
6	20	16	8
7	15	12	6
8	10	8	3
9	9	7	
10	8	6	
11	7	5	
12	6	3	
13	5		
14	4		
15	3		

### One-day events and stage races (final classification)

\*The Management Committee will determine annually which Regional Games will receive points

### Stages and half-stages

Position	HC	Class 1	Class 2
1	20	16	8
2	14	11	5
3	8	6	2
4	7	5	
5	6	4	
6	5	2	
7	4		
8	2		

### Wearing the race leader's jersey per stage

Position	HC	Class 1	Class 2
Leader	10	8	4

### National championships

national onampionompo			
Men Elite and Under 23			
RR	TT		
40	8		
30	5		
16	2		
12			
10			
8			
6			
3			
2			
1			
	Elite and United And United And And And And And And And And And An		

Where elite and under 23 men compete in the national championships at the same event, points shall be awarded according to their position in the classification of the event.

If a national federation organises a separate event for the under 23 category, no UCI points shall be awarded for that event.

Where the title of national champion is contested at an international event, the riders, regardless of their nationality, shall be awarded the points relative to their position in the classification of that event.

Position	Elite	Elite	Under 23 ans*	Under 23 ans*
POSILION	Road race	Time trial	Road race	Time trial
1	100	20	80	16
2	70	14	56	11
3	40	8	32	6
4	30	7	24	5
5	25	6	20	4
6	20	5	16	2
7	15	4	12	
8	10	2	8	
9	9		7	
10	8		6	
11	7		5	
12	6		3	
13	5			
14	4			
15	3			

### Continental championships

\* Points awarded to the under 23 category if a separate event is organised for this category.

Olympi	Olympic Games and world championships			
Position	Elite Road race	Elite Time trial	Under 23 Road race	Under 23 Time trial
1	200	100	100	20
2	170	70	70	14
3	140	40	40	8
4	130	30	30	7
5	120	25	25	6
6	110	20	20	5
7	100	15	15	4
8	90	10	10	2
9	80	9	9	
10	70	8	8	
11	60	7	7	
12	50	6	6	
13	40	5	5	
14	30	4	4	
15	20	3	3	
16	15			
17	10			
18	8			
19	5			
20	3			

### Olympic Games and world championships

Position	Team points	Position	Team points
1	200	11	60
2	170	12	50
3	140	13	40
4	130	14	30
5	120	15	20
6	110	16	15
7	100	17	10
8	90	18	8
9	80	19	5
10	70	20	3

### UCI team time trial world championships

The points corresponding to the positions obtained by UCI professional continental and UCI continental teams are added to the continental team ranking in which the team scored most points.

No individual points are awarded.

(text modified on 1.10.05; 26.01.08; 1.09.12; 1.10.13; 1.05.14; 24.01.15).

### Chapter XII ELITE WOMEN'S CLASSIFICATION

(chapter replaced on 1.01.05).

**2.12.001** There shall be an individual classification, a classification by teams and a classification by nation for elite women.

The UCI shall be the exclusive owner of these classifications.

**2.12.002** The classifications shall be drawn up on the basis of points obtained by the riders as per the scale in article 2.12.009.

### Individual classification

- **2.12.003** The classification shall be drawn up at least once a month by adding the points won since the previous classification was established. At the same time the remaining points obtained up to the same day of the previous year shall be deducted. Where applicable, the classification for preceding months shall be corrected. The new classification comes into force on the day of publication and stands until the publication of the subsequent classification.
- **2.12.004** Ties on points between riders shall be resolved by counting up the greatest number of 1<sup>st</sup> places, 2<sup>nd</sup> places etc. on the classification of the races run in the course of the last year, taking into account only places for which elite women's classification points are allocated.

In the event of a new tie, the highest-placed rider in the most recent race shall take precedence, whichever his placing.

Concerning stage races, only the final individual general classification on time shall be taken into account for the application of this article.

**2.12.005** The management committee may award prizes to riders according to their classification, in accordance with such criteria as it may establish.

### Team classification

**2.12.006** The classification of UCI women's teams shall be obtained by adding together the points of their 4 best placed riders in the individual classification as well as points obtained in the UCI team time trial world championships.

Ties between teams shall be resolved by counting up the greatest number of 1<sup>st</sup> places, 2<sup>nd</sup> places etc. on the (final general) classification (on time) of the races run in the course of the last year obtained by their best 4 riders on the individual elite women's classification.

(text modified on 1.07.12).

### Classification by nation

**2.12.007** The classification by nation shall be obtained by adding the points of the 5 best placed riders of each nation in the individual classification.

Ties between nations shall be resolved by counting up the greatest number of 1<sup>st</sup> places, 2<sup>nd</sup> places etc. on the (final general) classification (on time) of the races run in the course of the last year obtained by their best 5 riders on the individual elite women's classification.

**2.12.008** A rider's points shall be awarded to the nation of her nationality, even if she is a licence holder of the federation of another country.

### 2.12.009 Points scale Women Elite

### General provisions

Points awarded for stages shall be recorded on the last day of the event.

For team time trial events and stages the points on the scale shall be awarded to the team. These points shall be divided equally between the riders counting for the team classification. All additional riders arriving at the same time shall receive an equal number of points to those of their classified team-mates. Calculations shall be made to one hundredth of a point.

One-day events and stage races (final classification)
-------------------------------------------------------

			Class 2 and
Position	WC	Class 1	Regional Games*
1	120	80	40
2		60	
	100		30
3	85	45	16
4	70	35	12
5	60	30	10
6	50	25	8
7	40	21	6
8	35	18	3
9	30	15	2
10	25	12	1
11	20	10	
12	18	8	
13	16	6	
14	14	5	
15	12	4	
16	10	3	
17	8	2	
18	6	1	
19	4		
20	2		

\*The Management Committee will determine annually which Regional Games will receive points.

### Stage and half-stages

Position	Class 1	Class 2
1	16	8
2	12	5
3	8	3
4	6	1
5	5	
6	4	
7	3	
8	2	

# Wearing the race leader's jersey or the world cup leader's jersey (per stage/ round)

Position	WC	Class 1	Class 2
Leader	6	4	2

### National championships

Women Elite			
Rank	RR	TT	
1	10	3	
2	7	2	
3	5	1	
4	3		
5	1		

Where the title of national champion is contested at an international event, the riders, regardless of their nationality, shall be awarded the points relative to their position in the classification of that event.

Position	Road race	Time trial
1	200	120
2	170	100
3	140	85
4	130	70
5	120	60
6	110	50
7	100	40
8	90	30
9	80	20
10	70	15
11	60	10
12	50	9
13	40	8
14	30	7
15	20	6
16	15	5
17	10	4
18	8	3 2
19	5	
20	3	1

## Olympic Games and world championships

### **Continental championships Road Race**

CC Europe-America	CC Asia	CC Oceania-Africa
80	60	40
56	40	30
32	27	16
24	20	12
20	15	10
16	10	8
12	9	6
8	7	3
7	5	
6	3	
5		
3		

### Time trial

CC Europe-America	CC Asia	CC Oceania-Africa
16	12	8
11	9	5
6	5	2
5	3	
4		
2		

Position	Team points
1	200
2	170
3	140
4	130
5	120
6	110
7	100
8	90
9	80
10	70

### UCI team time trial world championships

The points are awarded for the UCI team ranking only.

No individual points are awarded.

(text modified on 1.01.06; 1.01.09; 1.07.12; 1.09.12; 1.10.13; 1.01.15).

Chapter XIII [Chapter abrogated on 1.10.09]

### Chapter XIV UCI CUPS

### § 1 Elite Women's World Cup

(the former chapter XV has been numbered XIV per 1.01.05)

### General observations

- **2.14.001** The elite women's cycle road racing world cup shall be the exclusive property of the UCI.
- **2.14.002** The world cup will take place over a number of one day events designated each year by the management committee. A country may not host more than one event of the World Cup, unless a contrary decision is taken by the Management Committee.

(text modified on 1.1.06; 1.01.07).

**2.14.003** The organisers of world cup events must sign a contract with the UCI, governing, inter alia, the audio-visual broadcasting rights, marketing rights and the material organisation of the events.

#### Participation

2.14.004 World Cup events shall be open to national teams and UCI women's teams.

#### The organiser must send an invitation:

- to the first 20 UCI women's teams in the first elite women's classification by team published in the year of the event. This ranking is published at the latest on 10th January, based on a sport evaluation made by the UCI administration on the teams registered. This ranking is the only one used during the season for the invitation.

The organiser must accept entries from teams who have responded positively to the invitation.

(text modified on 1.01.04; 1.01.05; 1.1.06; 1.01.07; 1.01.09; 1.07.10; 1.07.11; 1.07.12).

2.14.005 World cup events shall be ridden by teams of 6 riders.

No team may start with fewer than 4 riders.

(text modified on 1.01.99).

### Classifications

### **Overall classification**

**2.14.006** World cup points are awarded to the first 20 riders in each event for the overall individual world cup classification according to the following scale, except for team time trials that have a separate points scale:

Classification	Points
1	120
2	100
3	85
4	70
5	60
6	50

7	40
8	35
9	30
10	25
11	20
12	18
13	16
14	14
15	12
16	10
17	8
18	6
19	4
20	2

## Secondary classification

Best young rider classification.

On the basis of the final world cup classification of the round in question, best young rider points are awarded to the first 3 riders Under 23 according to the following scale:

Classification	Points
1	6
2	4
3	2

(text modified on 1.01.04; 1.01.05; 1.1.06; 26.06.07; 1.01.08; 1.10.13; 1.01.15; 5.02.15).

### Team classification

The team classification shall only include UCI women's teams and national teams.

The team classification is obtained by adding the individual classification points scored by the 4 best placed riders of the team in each race.

pecial points scale	e for team time trials		
	Points per team Points p		
Classification (counting for the		(counting for the	
	team classification)		
1	140	35	
2	120	30	
3	100	25	
4	80	20	
5	64 16		
6	60	15	
7	56	14	
8	52	13	
9	48	12	
10	44	11	
11	40	10	
12	36	9	
13	32	8	
14	28	7	
15	24	6	
16	20	5	
17	16	4	
18	12	3	
19	8	2	
20	4	1	
20	4		

#### Special points scale for team time trials

\* The number of points indicated is awarded to the first four riders and any other rider finishing at the same time as the fourth. Should the team cross the line with fewer than 4 riders no points shall be awarded.

(article introduced on 1.01.06).

**2.14.007** In the event of a tie on overall individual and secondary classification at the end of each event, the riders shall be placed on the basis of the larger number of 1<sup>st</sup> places, 2<sup>nd</sup> places, etc. in their respective classification only taking account of places for which points shall be awarded.

Where applicable, the best classification in the most recent event shall be decisive.

In the event of a tie in the final classification, riders shall be placed on the basis of the larger number of 1<sup>st</sup> places, 2<sup>nd</sup> places, etc.

(text modified on 1.01.99; 1.01.05; 1.10.13; 1.01.15).

**2.14.008** The leader of the individual general classification, the leader of the best young rider classification and the 3 first riders classified from each event must present themselves at the podium for the awards ceremony.

The leader of the climber's, points and best young rider classifications must present themselves at the podium awards ceremony.

(text modified on 1.01.05; 1.10.13; 5.02.15).

**2.14.009** After the awards ceremonies, the leader of the individual world cup general classification, the leaders of the secondary classifications, and the winner of the event shall be required to attend the press room in the company of the organiser.

(text modified on 1.10.13).

**2.14.010** The UCI awards world cup leader's jerseys to the leaders of the individual general classification and secondary classifications. Where applicable, the jersey shall carry the name and/or logo of the sponsor of the world cup. Except where article1.3.055 bis, point 6, applies, the jersey must be worn in world cup events and in no other event.

(text modified on 1.01.05; 1.09.05; 1.10.13).

- **2.14.011** The UCI awards a trophy to the winner of the world cup.
- **2.14.012** The management committee may award prizes to riders according to their classification, accordance with such criteria as it may establish.
- **2.14.013** Where applicable, the prizes and trophy issued must be returned and will be transferred to the rightful winner in the event of correction of the classification.
- **2.14.014** The order of cars will be as follows:

First event of the year:

- 1. the car of the team of the winner of the previous world cup;
- 2. the cars of teams represented at the sports directors' meeting;
- 3. the car of teams that failed to confirm their starting riders within the time limit set out in article 1.2.090;
- 4. the cars of teams not represented at the sports directors' meeting.

In groups 2, 3 and 4 the order shall be determined by drawing lots.

The car of a team covered by point 1 or 2, but which falls into the categories covered by points 3 or 4, will be in group 3 or 4 as appropriate.

For other events:

- 1. the car of teams represented at the sports directors' meeting in the order of the participating riders on the world cup individual classification as established on the eve of the event;
- 2. the cars of teams represented at the sports directors' meeting whose riders have not yet earned points in the world cup individual classification;
- 3. the car of teams that failed to confirm their starting riders within the time limit set out in article 1.2.090;
- 4. the cars of teams not represented at the sports directors' meeting.

In groups 2, 3 and 4 the order shall be determined by drawing lots.

The car of a team covered by point 1 or 2, but which falls into the categories covered by points 3 or 4, will be in group 3 or 4 as appropriate.

(text modified on 1.01.02; 1.01.05; 1.01.07).

## § 2 Nations Cup – Under 23

(introduced on 1.01.07).

#### General

- 2.14.015 The road racing nations cup (Ncup) shall be the exclusive property of the UCI.
- **2.14.016** The nations cup consists of a number of events selected each year by the UCI Management Committee.
- **2.14.017** The organisers of world cup events must sign a contract with the UCI, governing, inter alia, the audio-visual broadcasting rights, marketing rights and the material organisation of the events.

#### Participation

**2.14.018** The road racing nations cup is reserved for men from 19 to 22 years, comprising the riders being part of a UCI WorldTeam.

(text modified on 1.01.15).

**2.14.019** Nations cup events are open to national teams (one team per nation) and mixed teams.

(text modified on 1.10.10).

- **2.14.020** The organiser of events which take place during the 1<sup>st</sup> January to 30 June, must send an invitation to 26 countries as follows:
  - to the first African nation based on the UCI Africa Tour's under 23 final nations ranking of the year before the race takes place.
  - to the first 3 American nations based on the UCI America Tour's under 23 final nations ranking of the year before the race takes place.
  - to the first 2 Asian nations based on the UCI Asia Tour's under 23 final nations ranking of the year before the race takes place.
  - to the 18 first European nations based on the UCI Europe Tour's under 23 final nations ranking of the year before the race takes place.
  - to the first 2 Oceanian nations based on the UCI Oceania Tour's under 23 final nations ranking of the year before the race takes place.
- **2.14.021** The organiser of an event which takes place from July on, must invite the first 15 nations ranked in the nations cup classification published at least 60 days before the event of the year in question and that have not taken part as a mixed team. The national teams having been ranked through a participation in a mixed team can nevertheless be selected by the organization to participate in one mixed team only.

(text modified on 1.01.08; 26.01.08; 1.01.15).

- **2.14.022** The organiser must accept the participation of the above-mentioned nations which have accepted the invitation.
- **2.14.023** Nations cup events are raced in teams of 6 riders. No team may take part with less than 4 riders.

#### Ranking

**2.14.024** The nations cup awards points, but only to nations.

- 2.14.025 Only the first rider from each nation scores points based on his place in the event.
- **2.14.026** In a one-day race, points are awarded to the first 15 riders of the race, according to the following scale:

Classification	Points
1	20
2	17
3 15	
4	13
5	11
6	10
7	9
8	8
9	7 6
10	6
11	5
12	4
13	5 4 3 2
14	2
15	1

The continental championships under 23 award points for the nations cup U23 classification according to the following scale:

CC Europe RR	
Classification	Points
1	10
2	8
3	6
4	5
5	4
6	3
7	2
8	1

CC Asia, Africa, America RR	
Classification	Points
1	8
2	5
3	3
4	1

(text modified on 1.07.11).

**2.14.027** In stage races, points are awarded to the first 20 riders of the final general ranking, according to the following scale:

Classification	Points
1	30
2	25

3	20
4	17
5	16
6	15
6 7	14
8	13
9	12
10	11
11	10
12	9
13	8
14	7
15	6
16	5
17	4
18	3
19	2
20	1

For each stage, points are awarded to the first 3 riders of the ranking, according to the following scale:

Classification	Points
1	3
2	2
3	1

**2.14.028** At the end of each event, if there is a tie between nations in the general ranking, this will be decided by the most 1<sup>st</sup> and 2<sup>nd</sup> places etc., and by taking into consideration only the places that award points.

If there is still a tie, it will be their best ranking in the most recent race which will determine the ranking.

A nations tie in the final ranking will be decided by the most 1<sup>st</sup> and 2<sup>nd</sup> places, etc.

**2.14.029** For one-day races, the leading nation of the nations cup ranking must be present on the podium for the awards ceremony.

For stage races, the leading nation of the nations cup ranking must be present on the podium at the start of the stage the following day and on the award ceremony podium for the last stage.

**2.14.030** The UCI grants a distinctive emblem to riders from the leading nation of the nations cup and riders must wear this emblem during the event.

(text modified on 1.01.08).

**2.14.031** The UCI grants a trophy to the first three nations of the final ranking of the nations cup.

(text modified on 1.01.08).

2.14.032 The order of cars will be as follows:

First race of the year:

- 1. the car of the team which has won the previous nation's cup;
- 2. the cars of the national teams represented at the sports directors' meeting;
- 3. the cars of mixed teams
- 4. the cars of teams which failed to confirm their starting riders by the deadline set under article 1.2.090;
- 5. the cars of teams not represented at the sports directors' meeting.

Within groups 2, 3, 4 and 5 the order shall be determined by drawing lots.

The car of a team covered by point 1, 2 or 3, but which falls into the categories covered by points 4 or 5, will be in group 4 or 5 as appropriate.

Other events:

- 1. the car of the teams represented at the sports directors' meeting in the order of the ranking of the nations cup, as established the day before the race;
- 2. the car of the teams represented at the sports directors' meeting which have not yet earned any points in the nations cup classification;
- 3. the car of the teams that have not confirmed their starting riders by the deadline set in article 1.2.090;
- 4. the car of the teams not represented at the sports directors' meeting.

In groups 2, 3 and 4, the order is fixed by drawing lots.

The car of a team covered by point 1 or 2, but which falls into the categories covered by points 3 or 4, will be in group 3 or 4 as appropriate.

The rules above shall apply to the first stage of a stage race. The order of cars for subsequent stages shall be determined by the individual general classification by time.

(text modified on 1.01.08; 26.01.08).

### § 3 Junior Nation Cup

(Introduced on 01.01.2008).

### General

- **2.14.033** The junior nations cup is the exclusive property of the UCI.
- **2.14.034** The junior nations cup will consist of a number of one-day events and stage races determined each year by the UCI management committee. Points shall also be awarded for the world junior road race championship in accordance with article 2.14.040. This championship shall not count towards the 5 events mentioned in article 2.14.037.

(text modified on 26.01.08).

#### Participation

**2.14.035** The junior nations cup (NcupJ) is reserved for junior male riders.

(text modified on 26.01.08).

**2.14.036** The events of the junior nations cup are open to national and mixed teams.

#### Participation in the Juniors Nations' Cup

**2.14.037** A junior rider may not ride more than 5 races on the Juniors Nations' Cup calendar, excluding world championship events and continental championship.

(text modified on 1.01.08; 1.07.12).

**2.14.038** The organiser must invite the leading 25 national federations in the UCI classification by nation for junior men.

For the first event, the organiser must invite the first 25 nations of the final UCI junior men's classification of the previous year.

The organiser must accept entries from nations that accept the invitation.

(text modified on 01.01.08; 1.10.10).

**2.14.039** Events in the Junior Nations Cup are to be ridden by teams of maximum 6 riders. No team may start with fewer than 4 riders.

#### **Classification (Junior NCup)**

**2.14.040** The points for the junior nations cup are awarded only to nations by totalling the individual points scored. Only a classification by nation is kept.

For a one-day event, points are awarded to the first 15 riders as per the scale below:

Classification	Points
1	20
2	17
2 3	15
4	13
5	11
6	10
7	9
8	8
9	7
10	6
11	5 4
12	4
13	3 2
14	2
15	1

The same number of points shall be awarded for the junior road race and time trial world championship towards the classification of the junior nations' cup.

3	5
CC Euro	pe RR
Classification	Points
1	10
2	8
3	6
4	5

The continental championships junior award points for the nations cup junior classification according to the following scale:

4 3

2

1

## CC Asia, Africa, America RR

5

6

7 8

Classification	Points
1	8
2	5
3	3
4	1

For a stage race, points are awarded to the first 20 riders in the general classification as per the scale below:

Classification	Points
1	30
2	25
3	20 17
4	17
1 2 3 4 5 6	16
6	15
7	14
7 8	13
9	12
10	11
11	10
12	9
13	8
14	7
15	6
16	5
17	4
18	3
19	8 7 6 5 4 3 2 1
20	1

For each stage points are awarded to the first six riders classified as per the scale below:

Classification	Points
1	6
2	5
3	4
4	3
5	2
6	1

(text modified on 1.01.08; 1.07.11; 1.08.13).

#### **Classification by nations**

**2.14.041** Only the national teams which participated in the event are included in the classification.

The classification by nation is obtained by adding the points scored by the 3 best riders of the nation in each event.

(text modified on 26.01.08).

**2.14.042** Following each event, nations that are tied on points in the general classification shall be separated by the greatest number of 1<sup>st</sup> places, 2<sup>nd</sup> places, etc. considering only the places for which points are awarded.

If there is still a tie, the best place in the most recent event shall decide the nations' rankings.

Nations tied on points in the final classification shall be ranked on the basis of the largest number of 1<sup>st</sup> places, 2<sup>nd</sup> places, etc.

**2.14.043** For one-day events, the leading nation in the junior nations cup classification shall appear on the podium for the official ceremony.

For stage races, the nation leading the junior nations cup classification shall be presented on the start podium for each stage and the podium for the official ceremony after the final stage.

**2.14.044** The UCI shall award a distinctive mark to the riders of the nation which is leading the junior nations cup classification and riders must wear this emblem while riding junior nations cup events but not at any other event.

(text modified on 26.01.08).

- **2.14.045** The UCI shall award a trophy to the nation which wins the final classification of the junior nations cup.
- 2.14.046 The order of cars will be as follows:

First event of the year:

- the car of the team which won the preceding nations cup; for the first year of the competition, the car of the winner of the last junior men's classification by nation for the preceding year;
- 2. the cars of national teams represented at the sports directors' meeting;

- 3. the cars of mixed teams
- 4. the cars of teams which failed to confirm their starting riders by the deadline set under article 1.2.090.
- 5. the cars of teams not represented at the sports directors' meeting.

Within groups 2, 3, 4 and 5 the order is determined by drawing lots.

The car of a team covered by point 1, 2 or 3, but which falls into the categories covered by points 4 or 5, will be in group 4 or 5 as appropriate.

For the other events:

- 1. the cars of the teams represented at the sports directors' meeting in the order of the ranking of the nations cup, as established the day before the race;
- 2. the cars of the teams represented at the sports directors' meeting which have not yet earned any points in the nations cup classification;
- 3. the cars of teams which failed to confirm their starting riders by the time limit set under article 1.2.090;
- 4. the cars of teams not represented at the sports directors' meeting.

Within groups 2, 3 and 4 the order is determined by drawing lots.

The car of a team covered by point 1 or 2, but which falls into the categories covered by points 3 or 4, will be in group 3 or 4 as appropriate.

The rules above shall apply to the first stage of a stage race. The order of cars for subsequent stages shall be determined by the individual general classification by time.

(text modified on 1.01.08; 26.01.08).

# Chapter XV UCI WORLDTOUR

(section replaced on 1.09.04).

## §1 UCI WorldTour

- **2.15.001** In the UCI WorldTour a number of high level professional cycling teams holding UCI WorldTour licences compete in a series of high level road events the organisers of which hold a UCI WorldTour licence.
- **2.15.002** The UCI is the exclusive owner of the UCI WorldTour concept and trademark, without prejudice to the exclusive ownership rights of the organisers.

### § 2 UCI WorldTour Licence

**2.15.003** The UCI WorldTour licence is the right conferred by the UCI to take part in the UCI WorldTour, either with a team of professional riders, known as a "UCI WorldTeam", or as organiser of a given event.

(text modified on 1.01.15).

- **2.15.004** A UCI WorldTour licence may be issued to a physical person or to a body such as an association, company or public authority.
- **2.15.005** Applications for UCI WorldTour licences are examined and licences issued by the UCI licence commission.
- **2.15.006** By applying for a licence, the applicant acknowledges that the UCI alone has the right to issue UCI WorldTour licences and undertakes not to participate in cycle sport competitions, formulas or organisations other than those governed by the UCI's regulations and authorities.
- **2.15.007** The application for a licence shall imply the applicant's acceptance of the rules and conditions governing the UCI WorldTour and the UCI's regulations in general.
- **2.15.008** The holder of the licence shall remain responsible for his team or event.

# § 3 UCI WorldTour Team Licence

(paragraph replaced on 1.07.10).

#### Application for a licence

- **2.15.009** A maximum of 18 UCI WorldTour team licences may be issued, where applicable, in accordance with the geographic distribution determined by the Professional Cycling Council.
- **2.15.010** A licence may be issued to an applicant fulfilling all the conditions set out in the regulations.
- **2.15.011** The licence commission awards licences on the basis of the following criteria:
  - sporting
  - ethical

- financial
- administrative.

In order to obtain a UCI WorldTour licence applicants must fulfil each of the four criteria. If more than 18 applicants meet each of these four criteria the licence commission will decide between them on the basis of the same criteria.

#### Criteria

- **2.15.011** The sporting criterion is firstly evaluated with regard to the position of the UCI
  - a WorldTeam or applicant team on the UCI WorldTour team ranking of the season just completed. The 16 UCI WorldTeams applying for UCI WorldTeam status for the following season that are the highest ranked on the UCI WorldTour team ranking of the season just completed shall be considered to have satisfied the sporting criterion.

(text modified on 1.07.11; 1.07.12; 27.03.14; 24.09.14; 1.01.15).

- **2.15.011** For any other team applying for UCI WorldTeam status, the sporting criterion is
  - **b** evaluated on the basis of the team's five best-placed riders on the «UCI WorldTour individual ranking» for the season just completed. The two teams with the highest points totals for their five best-placed riders on the said ranking shall be considered to have satisfied the sporting criterion.

Ties on points between teams shall be resolved by the place of their best rider in the aforementioned «UCI WorldTour individual ranking».

In this respect, a team that has participated in the season just completed will have the choice of being evaluated either on the basis of its riders from the season just completed or on riders contracted for the following season. New teams can only be evaluated on the basis of riders contracted for the following season. Only riders whose contract for the following season has been submitted to the auditors by 20 October at the latest shall be considered in the said evaluation.

If one or more of the riders taken into account for the evaluation based on riders contracted for the following season leaves the team after 20 October and before the commencement of the next transfer period, the UCI WorldTeam or applicant team having satisfied the sporting criterion, in particular due to this rider or riders, shall be liable to a fine of CHF 10,000 to 500,000. This fine shall be pronounced by the Licence Commission upon request by the UCI. This shall not prevent other sanctions from being pronounced if the transfer also breaches other articles of the UCI Regulations.

Article 2.15.040 continues to apply in all cases.

The «UCI WorldTour individual ranking» is the UCI WorldTour classification of individual riders that takes into account the performances of all riders who have participated in the UCI WorldTour, including riders from UCI Professional Continental Teams. It thus represents a recalculation of the UCI WorldTour individual classification to take into account the results of all riders in application of the points scale described by Part 2, Chapter 10 of the UCI Regulations.

(text modified on 1.07.13; 27.03.14; 1.07.14; 1.01.15).

2.15.011 The ethical criterion takes account inter alia of the respect by the team or its members for:

a) the UCI regulations, inter alia as regards anti-doping, sporting conduct and the image of cycling;

b) its contractual obligations;

c) its legal obligations, particularly as regards payment of taxes, social security and keeping accounts;

d) the principles of transparency and good faith.

- 2.15.011 The financial criterion is assessed on the basis of the report by the auditors appointed by the UCI, taking account primarily of resources and financial stability.
- 2.15.011 The administrative criterion primarily covers the compliance of the application and registration documentation (contracts, insurance, bank guarantee, etc.) and the professionalism and rapidity with which this documentation is assembled, and respect for deadlines.
- **2.15.012** The criteria in article 2.15.011 may also be used to refuse the award of a licence or to reduce its duration, even if the regulatory conditions are otherwise fulfilled.

(text modified on 1.04.11).

- **2.15.013** The application for a licence shall be made by submitting a form drafted by the administration of the UCI with all the information and documents requested. The applicant must obtain the form from the administration of the UCI.
- **2.15.014** The deadline for submission of applications for the available licences shall be set by the UCI administration. Applications submitted after this date shall not be considered unless the maximum number of licences, has not been reached.

However, the UCI administration may set a different deadline for the replacement of the paying agent or of a main partner figuring in an application already made or for a new application made by the paying agent or by a main partner who withdraws from an application already made.

- **2.15.015** On the date indicated on the licence application form, the applicant must pay the UCI an application fee in the sum determined by the Professional Cycling Council. If this payment is not received on time the application shall not be considered.
- **2.15.016** If a licence is awarded, the application fee shall be deducted from the registration fee. No reimbursement shall be made if the licence is refused or if the applicant withdraws his application. However, if the team is subsequently registered as a UCI Professional Continental Team or UCI Continental Team, no other registration fee is due for the same year of registration.

(text modified on 1.04.11; 24.09.14).

#### Examination by the licence commission

- **2.15.017** The licence commission shall examine the licence application on the basis of documentation consisting of the following elements:
  - 1. the licence application form and its enclosures;
  - 2. the report or any other opinion of the auditor appointed by the UCI;
  - 3. the report drawn up by the UCI;

4. any other document or information provided by the applicant or requested by the UCI or by the licence commission to assess the application.

The licence commission may also take account of acknowledged facts.

The documentation must be drawn up in French or in English. Documents produced by third parties and written in another language must be accompanied by a translation into the language of the documentation.

The licence applicant has sole responsibility for assuring the quality and complete nature of his documentation. He may not, in particular, invoke the fact that he has not been asked by the UCI, the auditor approved by the UCI or the licence commission to provide information or documents or that his attention has not been called to gaps or other factors which may be regarded as negative when his application comes to be judged by the licence commission.

**2.15.018** The UCI and the auditor must forward their opinion or report to the licence commission 15 days before the date of the hearing referred to in Article 2.15.019. At the same time, a copy shall be forwarded to the applicant.

The UCI and the auditor may submit further opinions or reports to the extent that the applicant adds new elements to his documentation or new elements come to their knowledge in any other way.

- **2.15.019** The licence applicant will be invited within a time limit of 10 days to explain and defend his application for a licence before the licence commission at a hearing held for this purpose.
- **2.15.020** The applicant must lodge any statement in support of his application to the commission in four copies, at least 3 days before the date of the hearing, with a copy to the UCI and the auditor. A statement lodged after this deadline shall automatically be disregarded.
- **2.15.021** At least 3 days before the date of hearing, the applicant shall notify the licence commission and the UCI of the identity of those persons who will represent him or attend the hearing. The licence commission may refuse to hear any persons not notified within this time.
- **2.15.022** The UCI may participate in the hearing. The auditor appointed by the UCI may be heard at the request of the applicant, the UCI or the licence commission.
- **2.15.023** The date of the hearing may not be delayed, save where otherwise decided by the president of the licence commission.

If a party fails to attend the hearing, the licence commission shall give its ruling in his absence.

- **2.15.024** During the hearing or subsequent deliberations, the licence commission may set a final deadline for the applicant to provide all exhibits or information which the commission may require. The applicant shall at the same time forward a copy to the UCI and to the auditor approved by the UCI. Exhibits or information forwarded after the dealine shall automatically be disregarded.
- **2.15.025** The commission shall render its decision as rapidly as possible and, as far as possible before 20 November prior to the first year of the licence.
- **2.15.026** The awarding of a UCI WorldTour licence shall be deemed to constitute registration for the first year of that licence.

(text modified on 1.07.13).

2.15.026 If the licence commission rejects an application for a licence, it shall pass on the application documentation to the UCI administration in order that the latter can assess the possibility of registering the team as a professional continental team if it so wishes.

#### Registration fee

**2.15.027** On the granting of a licence, a registration fee of a sum to be determined by the Professional Cycling Council shall be payable. It is due within 21 days after the licence has been granted. The UCI's accounts must be credited within this time.

If payment is not made within this time the licence shall be automatically revoked. Further, a fine of CHF 7,500 shall be payable.

(text modified on 24.09.14).

- **2.15.028** [article abrogated on 24.09.14]
- **2.15.029** [article abrogated on 24.09.14]
- **2.15.030** [article abrogated on 24.09.14]

#### Duration of validity of the licence

**2.15.031** The licence shall be valid for four calendar years. However, at the reasoned request of the applicant, the licence commission may grant a licence for two or three years. This request must be made in the licence application; it will otherwise be inadmissible. In no case may a licence be awarded for a period extending beyond 2016.

(text modified on 1.04.11; 27.03.14).

- **2.15.032** The licence commission may automatically reduce the duration of validity of the licence to 3, 2 or 1 years if, in the opinion of the commission and for the reasons it must provide, such a reduction is justified with regard to the criteria set out in article 2.15.011. The decision of the commission may be appealed to the Court of Arbitration for Sport. The applicant who does not accept a licence of reduced validity may renounce the licence under the conditions set out in article 2.15.016.
- **2.15.033** A holder whose licence expires may apply for a new licence using the procedure laid down for the application for a licence, including the payment of the application fee.
- **2.15.034** [article abrogated on 1.07.10].

#### Expiry of the licence

- **2.15.035** Unless renewed, the licence shall expire automatically at the end of the period for which it was issued.
- **2.15.036** The licence shall expire before its term under the following circumstances:

1. if one of the conditions for automatic revocation set out in the present section is fulfilled;

- 2. if the licence is withdrawn.
- **2.15.037** The licence shall be automatically revoked in the event that the licence holder files for bankruptcy or is declared bankrupt, or in the event that any other measure or regime is applied under which the holder loses control of the licence.

**2.15.038** In the event that the paying agent is declared bankrupt the licence is automatically withdrawn; the licence may be returned by the Professional Cycling Council if the paying agent can be replaced in the short term and the continuity of the UCI WorldTeam can be ensured. In the event of dispute, the president of the Professional Cycling Council shall refer the case to the licence commission which shall decide whether the licence is to be definitively withdrawn or restored.

(text modified on 1.01.15).

**2.15.039** In the event of the revocation or withdrawal of the licence, no reimbursement shall be made. Any sums due remain payable and may not be offset. The registration fee remains due in its entirety.

(text modified on 24.09.14).

#### Suspension of the licence

**2.15.039** The Professional Cycling Council may suspend the licence of a UCI WorldTeam if this is considered necessary to protect the image of the UCI WorldTour.

In the event that its licence is suspended, the UCI WorldTeam and its members are prohibited from taking part in any events on the UCI WorldTour.

Suspension is not a sanction and carries no implication that the UCI rules have been broken. It is a precautionary measure intended to protect the image of the UCI WorldTour, and may be justified by any circumstance which, in the opinion of the Professional Cycling Council, is serious, and is or could be prejudicial to the image of the UCI WorldTour. No claims are admitted in respect of a suspension.

The Professional Cycling Council shall allow the paying agent to state his position, by telephone if necessary, before taking its decision.

Suspension is imposed either for a fixed period of no longer than one month, or, if appropriate, until such time as the conditions placed upon the UCI WorldTeam by the Professional Cycling Council to resolve the situation have been met. Nevertheless, if the licence commission receives a request to withdraw the licence, the Professional Cycling Council may extend the suspension until such time as the licence commission has reached a decision, the paying agent having been invited to state his position, by telephone if necessary.

Any Professional Cycling Council decisions taken in application of the present article shall be made by a panel comprising:

• The president of the Professional Cycling Council or a replacement designated by him from among the members designated by the UCI Management Committee

- One of the two riders' representatives
- One of the two members designated by the UCI WorldTeams
- One of the two members designated by the UCI WorldTour event licence holders
- Three of the members designated by the UCI Management Committee.

The panel may legitimately deliberate and take decisions in the absence of duly invited members.

The team, represented by its paying agent, can file an appeal against the decision taken by the Professional Cycling Council, solely before the CAS.

The appeal will be heard by the accelerated procedure in accordance with articles 2.16.064 to 2.16.077 except article 2.16.075.

(article introduced on 27.09.07; text modified on 1.01.09; 1.02.12; 1.01.15).

#### Withdrawal of the licence

**2.15.040** The licence commission may withdraw the licence in the following cases:

1. if the information taken into account in granting the licence or the registration of the UCI WorldTeam was erroneous and the commission considers that the actual situation did not justify the grant of a licence or registration;

2. if the information taken into account in granting the licence or the registration of the UCI WorldTeam has changed such that the issue conditions are no longer fulfilled, or the commission considers that the new situation does not justify the issue of a licence or registration;

3. if the situation of the UCI WorldTeam, the licence holder, the paying agent, the main partners or other sponsors is affected or weakened, due inter alia to financial problems, health problems, death, dysfunction, disputes or other cause, such that the continuity of the UCI WorldTeam is seriously compromised;

4. if a UCI WorldTeam, as a whole, does not meet or no longer meets all the conditions set out in the present chapter;

5. in the event of failure to comply with the UCI's regulations or contractual obligations towards the UCI or members of the UCI WorldTeam, committed by or imputable to the management of the UCI WorldTeam (licence holder, paying agent, main partner, manager, sports director, accountant, team doctor and any other person in a comparable position), without prejudice to any other penalties under the regulations;

6. in the event of acts committed by or imputable to the UCI WorldTeam or one or more of its members as a result of which the continuation of the licence would seriously harm the interests or reputation of the UCI WorldTour;

7. in the other cases as set out in the present chapter.

(text modified on 1.01.15).

**2.15.041** The UCI administration may refer a case to the licence commission upon simple written request, a copy of which is addressed to the licence holder.

The holder shall be heard after summons by the licence commission with a minimum of 10 days' notice.

**2.15.042** Before effectively withdrawing the licence the commission may, if it deems useful and appropriate, set an additional deadline to the UCI WorldTeam in order to sort out its situation.

(text modified on 1.01.15).

#### Transfer of licence

- **2.15.043** The holder may transfer its licence to a third party accepted by the licence commission. To this end the third party must follow the licence application procedure, including the payment of the application fee.
- **2.15.044** The holder may only transfer his licence after two years.

A licence for a period of less than three years may not be transferred.

- **2.15.045** A transferred licence shall expire at its original term, without prejudice to the right of the transferee to apply for a new licence pursuant to Article 2.15.034.
- **2.15.046** [article abrogated on 24.09.14]

## § 4 UCI WorldTeams

**2.15.047** The UCI WorldTour team licence must be operated without interruption throughout its duration. It obliges the holder to manage a UCI WorldTeam and for this UCI WorldTeam to participate in all the events of the UCI WorldTour.

(text modified on 1.04.11; 1.01.15).

#### Identity

**2.15.048** A UCI WorldTeam is a team holding a licence issued by the UCI for participation in the UCI WorldTour events. A UCI WorldTeam is designated by a particular name.

(text modified on 1.01.15).

**2.15.049** A UCI WorldTeam consists of the holder of the UCI WorldTour licence, the riders registered with the UCI as members of the team, the paying agent, the sponsors and any other parties contracted by the paying agent to ensure the permanent operation of the team (manager, sports director, coach, team doctor, paramedical assistant, mechanic, accountant etc.).

Each UCI WorldTeam must employ at least 23 riders, 4 sports directors and 10 other staff (paramedical assistants, mechanics, etc.) on a full time basis for the whole registration year.

(text modified on 15.11.08; 1.02.12; 1.01.15).

**2.15.050** The name of the UCI WorldTeam must be either that of the company or brand name of the principal partner or that of one or both of the two principal partners, or the name of its paying agent. Upon specific request, the Professional Cycling Council may authorize another designation which is linked to the UCI WorldTeam project.

The licence commission may refuse the licence because of a resemblance of the name of a new UCI WorldTeam, its paying agent or its principal partners which is likely to create confusion with another UCI WorldTeam.

(text modified on 1.07.09; 1.07.10; 1.01.15).

- **2.15.051** The nationality of the UCI WorldTeam is determined, at the UCI WorldTeam's choice, by:
  - 1) The country of the registered office of the paying agent; or
  - 2) The country of the registered office of the holder of the licence; or

3) A country where a product or service is marketed by the or a main sponsor under the name of the UCI WorldTeam or of a component of this name.

The UCI administration must be informed of this choice at the latest by 1<sup>st</sup> October before the first year of the licence. Failure to do so will result in the nationality of the

UCI WorldTeam being determined by the country of the registered office of the paying agent.

The choice of the nationality of the country of the registered office of the paying agent is valid for the entire duration of the licence and cannot be changed, except if the Professional Cycling Council approves a new paying agent which has its registered office in another country, in accordance with article 2.15.061. In the latter case, the UCI WorldTeam may make another choice in accordance with the first paragraph.

The choice of the nationality of a country where a product or service is marketed by the or a main sponsor under the UCI WorldTeam's name or component of this name is valid for the entire duration of the licence and cannot be changed except if the main sponsor concerned no longer holds this status.

In the latter case, the UCI WorldTeam may make another choice in accordance with the first paragraph.

The change of nationality comes into effect on 1<sup>st</sup> January following its notification to the Professional Cycling Council.

(text modified on 20.08.08; 1.07.10; 1.02.12; 1.01.15).

**2.15.052** The members of a UCI WorldTeam may have no link with the members of another UCI WorldTeam, with a continental professional team or with an organiser of a UCI WorldTour event likely to influence the sporting course of events or to be perceived as so doing. In exceptional cases, which do not challenge the integrity of the competition or the sporting fairness, the UCI management committee may grant an exception.

It is the duty of the licence applicant to indicate the presence or potential existence of such a link during the licence application procedure.

After the first registration of the UCI WorldTeam, it shall be the duty of the paying agent to report the existence or potential existence of such a link to the UCI administration immediately, and within 10 days at the latest.

The UCI administration and the UCI WorldTeam shall consult and where applicable, the UCI administration will give the UCI WorldTeams concerned a deadline in which to regularise the situation.

In the event of dispute, this shall be submitted to the licence commission. Where applicable, the commission shall give the UCI WorldTeam or the UCI WorldTeams concerned a deadline in which to regularise the situation in the manner it shall indicate. In the event that this situation is not regularised within this deadline, the licence will be withdrawn by the commission.

(text modified on 1.02.12; 1.07.12; 1.01.15).

**2.15.053** Where the UCI learns of the existence of a link as indicated in the first paragraph of article 2.15.052 and which is not authorised by the management committee, through the intervention of any third party other than the licence holder, the paying agent or a main partner of the UCI WorldTeams concerned, such teams shall each be fined the sum of CHF 10,000.00 to be paid into the UCI's reserve and solidarity fund. The UCI administration may either set a time limit for the situation to be brought into order, or refer the case to the licence commission for withdrawal of the licence.

(text modified on 1.07.10; 1.07.12; 1.01.15).

#### UCI WorldTour licence holder

**2.15.054** A sponsor, the paying agent or any other member of the team accepted by the licence commission may simultaneously be the holder of the UCI WorldTour licence.

#### Sponsors and principal partners

**2.15.055** The sponsors are the persons, firms or bodies who contribute to the funding of the UCI WorldTeam. Among the sponsors, a maximum of two are designated as the principal partners of the UCI WorldTeam.

The partner or partners must enter into a commitment to the UCI WorldTeam for a number of complete calendar years.

(text modified on 1.01.15).

**2.15.056** Any contract relating to the income of the UCI WorldTeam must be signed directly with the actual debtor of that income.

(text modified on 1.01.15).

#### Paying agent

**2.15.057** The licence must be operated exclusively and directly by a paying agent.

The licence holder may himself act as paying agent.

If the holder entrusts the operation of the licence to a third party acting as paying agent, the holder is held jointly and severally liable for all the paying agent's obligations relating to the UCI WorldTour.

**2.15.058** If the paying agent is not a principal partner of the team, the management of the UCI WorldTeam will be the paying agent's sole activity, unless an exemption is granted by the licence commission.

(text modified on 1.01.15).

**2.15.059** Subject to the provisions for representation before the licence commission, the paying agent shall represent the UCI WorldTeam for all purposes as regards the UCI regulations.

(text modified on 18.06.07; 1.01.15).

**2.15.060** The paying agent must be a trading company or other legal person authorised by the law in the country in which the company has its registered offices. It shall sign the contracts with the riders and the other persons under contract for the operation of the team.

The paying agent may only act through the intermediary of the physical persons holding a personal licence as set out in article 1.1.010.

- **2.15.061** The paying agent must remain the same throughout the period of validity of the UCI WorldTour licence issued for the team, including during the period of any renewals, except with the agreement of the Professional Cycling Council.
- **2.15.062** The paying agent must manage all the operations of the UCI WorldTeam from a single registered office. The registered office of the paying agent shall be established in the

country where the paying agent is subject to income tax and social security as employer for all the activities relative to the UCI WorldTeam. If the registered office is moved to another country, the licence is automatically cancelled.

(text modified on 1.01.15).

**2.15.063** The paying agent and the principal partners must inform the Professional Cycling Council without delay and within 10 days of the following factors: transfer of the company's registered office, reduction in capital, change of legal form or identity (for example by merger or takeover), any request for or implementation of any agreement or any measure concerning all creditors.

The information referred to in the present article must be sent simultaneously to the auditor appointed by the UCI.

#### Registration

**2.15.064** Each year the UCI WorldTeams must apply for registration for the following year, hereinafter the "registration year", in accordance with the procedures set out below.

(text modified on 18.06.07; 1.07.10; 1.01.15).

**2.15.065** By 1 August preceding the registration year, the UCI WorldTeam or the licence applicant must submit to the UCI offices the text, in French, English, Italian or Spanish, of the bank guarantee which it intends to set up;

In addition, the UCI reserves itself the right to request from the team the submission of the text, in French or English, of the standard contract or contracts with its riders by 1 August.

The documents in question are submitted for information only. The UCI is under no obligation to examine them at this stage. However, without prejudice to other reasons for rejection, if a contract signed with a rider does not correspond with the model contract specified in article 2.15.139 it will be rejected during the registration procedure of the UCI WorldTeam.

The UCI WorldTeam shall remain solely responsible for the compliance of its documents with the requirements of the regulations and, where applicable, any compulsory legal requirements.

(text modified on 20.10.05; 1.06.06; 11.06.08, 1.07.10; 1.07.13; 1.01.15).

**2.15.066** Every year, the UCI WorldTeam must pay into the UCI account a sum to be determined annually by the Professional Cycling Council as an annual registration fee. The first instalment of this sum to be determined by the Professional Cycling Council, is due on 1<sup>st</sup> September preceding the registration year. No later than 21 days after the granting of registration, the UCI WorldTeam must pay into the UCI account the remaining sum. In the event of delay, the registration fee shall be automatically increased by CHF 1,000.00 per day. If the registration fee and the increase are not paid in full by 31 January, registration will be refused and the licence automatically revoked. Further, a fine of CHF 7,500.00 shall be payable.

The registration fee for the first registration year after award of a licence, after deduction of the application fee, is due within 21 days of grant of the licence. If payment is not made within this time, the licence shall automatically be revoked. Further, a fine of CHF 7,500 shall be payable.

The dates determined in the present article are the dates on which the UCI account must be credited.

(text modified on 1.04.11; 24.09.14; 1.01.15).

- **2.15.067** On 1<sup>st</sup> October preceding the registration year, the UCI WorldTeam or the licence applicant must submit to the UCI headquarters:
  - 1. The original of a first-demand bank guarantee or of a supplementary guarantee in compliance with article 2.15.092 and the following articles. A UCI WorldTeam, whose licence has been renewed, may also submit an extension of its previous bank guarantee within the limits of Article 2.15.101, provided that the conditions laid down in Article 2.15.092 are still fulfilled.

#### 2. A list comprising:

- a. the exact name of the UCI WorldTeam;
- b. the address (including telephone and fax numbers and the e-mail address) to which any communications addressed to the UCI WorldTeam may be sent;
- c. the name and address of the UCI WorldTour licence holder, the paying agent, the general manager, the principal partners, the accountant, the sports director, the assistant sports director and the team doctor;
- d. the name, forename, address, nationality and date of birth of riders;
- e. the list of the division of tasks mentioned in article 1.1.082;
- f. the name and contact details for the person responsible for registration and accounting, who will be the primary contact throughout the registration process.

In the event of delay there will be an automatic increase in the registration fee of CHF 1,000 per day. Further, the examination of the registration application will not begin unless all the conditions are completed. The risk that this examination may not be completed in good time is the responsibility of the UCI WorldTeam or, where applicable, of the licence applicant.

(text modified on 20.10.05; 18.06.07; 1.07.10; 1.01.15).

**2.15.068** Registration is decided on the basis of an assessment conducted by the UCI administration in accordance with the criteria set out in articles 2.15.011 to 2.15.011e.

(text modified on 1.07.10).

### Audit

- 2.15.068 In particular, the paying agent must provide the following financial documentation to the auditor:
  - 1. the audited accounts for the last financial year, with the audit report;
  - 2. interim accounts to 30 June of the current year;
  - 3. profit-and-loss account forecast for the current year;
  - 4. forecast cashflow plan to the end of the current year;
  - 5. annual budget for the registration year with explanatory notes;
  - 6. monthly cashflow budget for the registration year;

7. financial plan for the period covered by the licence application or the remainder of the licence period.

The documents required must be drafted in accordance with the models and instructions drawn up by the administration of the UCI.

The documents required for the audit will also include all the contracts signed with riders. The number of these contracts, approved by the auditor, must be at least 10 by 1<sup>st</sup> October and 15 by 20 October.

All the contracts, numbering at least 23, must be submitted to and approved by the auditor no later than 1<sup>st</sup> December.

As a first step, the UCI WorldTeam or the applicant may send the contracts signed with the riders bearing a scanned signature. In that event however, the original must be received by the auditor no later than 30 days after receipt of the contracts bearing the scanned signature.

The budget and the bank guarantee to be submitted by 1 October must take account of all the riders that the UCI WorldTeam or applicant intends to recruit.

(article introduced on 1.07.10; text modified on 1.04.11; 1.07.14; 1.01.15).

- 2.15.068 [article abrogated on 1.07.10] bis
- **2.15.069** The paying agent or, where applicable, the licence applicant must provide to the UCIappointed auditor all the documents and information required for the audit no later than 1<sup>st</sup> October preceding the registration year.

In the event of delay the registration fee will automatically be increased by CHF 1,000 per day. This increase shall not be cumulative with that applied under article 2.15.067 where they apply to the same period. The audit will be postponed until the documentation is in order. The risk that the audit may not be completed in good time is the responsibility of the UCI WorldTeam or, where applicable, of the licence applicant.

(text modified on 20.10.05; 15.11.08; 1.07.10; 1.01.15).

**2.15.069** After the deadline of 1<sup>st</sup> October, the auditor shall forward to the UCI an opinion on the registration documentation submitted by the UCI WorldTeam or by the applicant for a licence. This opinion shall in particular indicate whether the file contains the following essential documents: the sponsorship contracts duly signed with the main partners, the bank guarantee and, for the new teams only, a description of the structure of the team together with a copy of the deed of incorporation of the paying agent. The opinion does not constitute a validation of the conformity of said documents with the requirements of the applicable laws and regulations.

The UCI WorldTeam or the licence applicant shall receive a copy of this opinion.

Following this opinion, the UCI shall publish a list of the UCI WorldTeams or licence applicants which have submitted a registration file containing all the essential documents listed above on its web site.

Note: a failure to submit all the documents required will give the riders the right to terminate their contracts as provided for under article 8.1.f of the model contract under article 2.15.139.

The penalties for lateness set out in articles 2.15.067 and 2.15.069 remain applicable.

(text modified on 1.07.09; 1.07.10; 1.07.13; 1.01.15).

**2.15.069** All expenses resulting from additional work, including random checks, carried out by the auditor on a UCI WorldTeam, or a team that is a candidate for this status, may be invoiced to the team as additional audit costs.

(article introduced on 1.04.11; modified on 1.01.15; 1.07.15).

**2.15.069** UCI WorldTeams or licence applicants which would not have submitted the entire essential documents listed in art. 2.15.069bis by 20th October may not be registered and will be excluded from the registration process as a UCI WorldTeam.

(article introduced on 1.02.12; modified on 1.01.15).

**2.15.070** On 1<sup>st</sup> November, the UCI administration will issue its assessment of the UCI WorldTeams and applicants for a licence. The application documentation will be passed over to the licence commission. Should the commission areas it shall approve the team's registration

the commission grant a UCI WorldTour licence, it shall approve the team's registration at the same time.

UCI WorldTeams that hold a UCI WorldTour licence whose documentation is found to be in order by the UCI administration shall be registered directly for the following registration year.

(text modified on 20.10.05; 1.07.10; 1.01.15).

2.15.070 By being registered, the UCI WorldTeam commits to participate in the biological passport programme.

(article introduced on 1.07.10; modified on 1.01.15).

- **2.15.071** If the UCI administration decides that it is unable to register the UCI WorldTeam, it will notify the licence holder and the paying agent. Unless the holder renounces the licence, the UCI administration will refer the case to the licence commission:
  - 1. The licence commission summons the UCI WorldTeam to a hearing with a minimum of 10 days' notice, unless otherwise agreed with the UCI WorldTeam;
  - The applicant must lodge any documents in support of his registration application to the commission in three copies, with one copy to the UCI, at least 5 days before the date of the hearing. Documents lodged after this deadline shall be automatically disregarded;
  - 3. At least 5 days before the date of hearing, the UCI WorldTeam shall notify the licence commission and the UCI of the identity of those persons who will represent him or attend the hearing. The licence commission may refuse to hear any persons not notified within this time;
  - 4. The UCI may participate in the hearing. The auditor appointed by the UCI may be heard at the request of the UCI WorldTeam, the UCI or the licence commission;
  - 5. The licence commission shall apply the assessment criteria set out in article 2.15.011a ff.

Should the licence commission refuse the registration, the UCI WorldTeam's licence is automatically withdrawn. The decision is subject to appeal to the CAS. Furthermore, the licence commission will pass on the application documentation to the UCI

administration so that the latter can assess the possibility of registering the team as a professional continental team.

The UCI WorldTeam shall be represented before the licence commission by the licence holder or, with the agreement of the latter, by the paying agent.

(text modified on 18.06.07; 1.07.10; 1.01.15).

 2.15.072 For each rider and for any other persons contracted by the UCI WorldTeam after its registration, the auditor must issue an additional report. An additional report is also required if total contractual benefits increase without additional engagements. Where applicable, an additional bank guarantee must be established.

(text modified on 1.01.15).

**2.15.073** The UCI WorldTeam must inform the UCI administration within the week when one of the persons or bodies under article 2.15.067.2 points c. and d. leaves the UCI WorldTeam for whatsoever reason.

Similarly, any change in the information on the list in article 2.15.067.2, must be reported within the week to the UCI WorldTour administration for approval.

Where applicable this approval may only be given after receipt of the additional report of the auditor appointed by the UCI and of an additional bank guarantee.

Only the riders appearing on the list approved by the UCI administration can take part in the cycling events as members of their UCI WorldTeam.

(text modified on 1.07.10; 1.01.15).

**2.15.074** With the exception of the provisions set out in article 2.15.069bis, the UCI will make no automatic statements regarding the progress of the registration procedure. It is for the interested parties, including the riders and organisers, to request information from the UCI.

(text modified on 1.07.09).

**2.15.075** The act of registering a UCI WorldTeam shall not compensate for any failings in the registration documentation nor breaches committed by the team or its members. Checks and audits carried out by the UCI are of necessity limited and the UCI shall not be liable for it.

(text modified on 1.01.15).

### Accounts and finances

**2.15.076** The paying agent must keep the complete accounts of the UCI WorldTeam's activities.

(text modified on 1.01.15).

**2.15.077** If a principal partner acts as paying agent or if the paying agent has another activity authorised by the licence commission, the paying agent must keep separate accounts for the activities of the UCI WorldTeam. In this case, the paying agent must on each occasion submit the documents corresponding to his general accounts with the accountancy documents regarding the activities of the UCI WorldTeam.

The obligations set out in articles 2.15.090 and 2.15.091 must also be fulfilled in respect of all the paying agent's activities.

(text modified on 1.01.15).

2.15.078 The UCI WorldTeam must designate an accountant responsible for the accounts relating all the activities of the UCI WorldTeam. Any person in possession of documents providing evidence of professional accountancy training and/or experience recognised as such by the auditor appointed by the UCI may be appointed as accountant to the UCI WorldTeam. The accountant is responsible inter alia for keeping the UCI WorldTeam's accounts and for the preparation of the documents required for the audit for the purposes of annual registration.

(text modified on 1.01.15).

**2.15.079** The UCI WorldTeam must propose to the UCI-appointed auditor, for prior approval, a company auditor approved by the State. The auditor must be independent of the UCI WorldTeam, its members and associated persons or bodies. He will be required to sign a declaration that there exists no conflict of interests.

This proposal must be made by 1 July at the latest. It must be renewed annually before the same date. However the UCI WorldTeam may propose, and the UCI-appointed auditor may accept, the same company auditor for a period not exceeding four years.

(text modified on 1.04.11; 1.01.15).

**2.15.080** The company auditor shall audit the annual accounts in accordance with the national legislation applicable to fixed-capital companies in the country of the UCI WorldTeam's registered office, even if such an audit is not required by the law. The company auditor shall also audit the intermediate accounts at 30 June. He must draft a written report on the result of his audits and address a copy directly to the auditor appointed by the UCI.

(text modified on 1.04.11; 1.01.15).

- **2.15.081** The accounting year must correspond to the calendar year.
- **2.15.082** The annual accounts shall be established and the accounts kept in accordance with the national legislation applicable to fixed-capital companies in the country of the paying agent's registered office. The annual accounts shall consist of the balance sheet, the profit-and-loss account, a financing table, and an explanatory appendix. These annual accounts shall be expressed in Swiss francs, euros or US dollars and shall be signed by the paying agent and the UCI WorldTour licence holder. If the financial accounting must be carried out in another currency under national law, the annual accounts must be converted into Swiss francs, euros or US dollars at the rate current at the end of the accounting period.
- **2.15.083** The accounts of the UCI WorldTeam must also include the other documents required for the audit for the purposes of annual registration.

(text modified on 1.01.15).

**2.15.084** The UCI administration may draw up instructions and models for the keeping of accountancy documents.

(text modified on 1.07.10).

**2.15.085** The UCI WorldTeam must inform the UCI-appointed auditor without delay of any significant changes in the annual budget or in the budget corresponding to the period for which the UCI WorldTour licence has been issued, the cashflow plan or the financial planning following a reduction in capital.

(text modified on 1.01.15).

**2.15.086** The UCI WorldTeam must provide any documents, information or other items required by the UCI-appointed auditor within 15 days. He must provide, on simple request, any declarations or other documents from the tax or social security authorities in the country in which the paying agent has his registered office within 30 days of receipt of the request.

The auditor will pose any questions and ask for any information he considers necessary from the UCI WorldTeam's company auditor, who must supply all the information requested.

(text modified on 1.01.15).

**2.15.087** Without having to request them, the auditor appointed by the UCI must receive each year no later than 30 June, a copy of the annual accounts and the State-approved company auditor's report. However, the UCI may require these documents for 1<sup>st</sup> March at the earliest, by request sent 2 months in advance.

These documents must be provided in French or English.

(text modified on 1.06.06).

- **2.15.088** The UCI WorldTeam must inform the UCI-appointed auditor without delay:
  - 1. of any significant changes in the annual budget, the cashflow plan or the financial planning or of insolvency or risk of insolvency;
  - 2. of any risk, dispute or other circumstance liable to endanger financial stability;
  - 3. of the nonfulfilment, for whatsoever reason, of an obligation to a rider or another member of the team.

In the event of a breach of this regulation a fine of between CHF 1,000 and 10,000 will be imposed, without prejudice to the application of article 2.15.040 in the event of a serious offence.

(text modified on 1.01.15).

- **2.15.089** The auditor shall inform the Professional Cycling Council of any anomalies or irregularities observed in the course of his audit.
- **2.15.090** The financial stability of the UCI WorldTeam must be ensured at all times, in particular by adequate owner's equity. The income deriving from the activities of the UCI WorldTeam must be allocated exclusively to its operations or to the development of cycling. The available profit in the balance sheet must be used in accordance with the legal provisions in force in the country of the UCI WorldTeam. The allocation of the profit must be decided after the annual accounts have been established and audited.

No advance payment of profits may be made to beneficiaries during the course of the year.

(text modified on 01.07.10; 1.01.15).

**2.15.091** The cashflow situation of the UCI WorldTeam must be balanced at all times, taking account of the credit facilities obtained.

The UCI WorldTeam must always avoid any arrears of payment.

(text modified on 1.01.15).

#### Bank guarantee

**2.15.092** Each UCI WorldTeam must establish a first-demand (abstract) bank guarantee in favour of the UCI in accordance with the model in article 2.15.141.

(text modified on 1.01.15).

**2.15.093** The guarantee shall be drawn up in French, English, Italian or Spanish by a banking institution included on a list prepared by the UCI administration.

(text modified on 20.10.05; 1.07.10).

- **2.15.094** The guarantee must be drawn up and payable in Swiss francs, euros or US dollars. The exchange rate to be applied in establishing the guarantee is that at 1 September preceding the registration year.
- 2.15.095 The purpose of the bank guarantee is:
  - to defray the debts, related to the registration year, in accordance with the procedure set out below, incurred by the licence-holder, the paying agent and the sponsors towards other licence holding members of the UCI Pro Team or entity applying for this status (riders, coaches, mechanics, etc.) in consideration of their services for the operation of the UCI WorldTeam;
  - to defray the payment of fees, expenses, indemnities, fines and sanctions or sentences imposed by or in virtue of the regulations of the UCI or related to their application.

(text modified on 1.07.10; 1.01.15).

- **2.15.096** For the application of provisions regarding the bank guarantee:
  - 1. The following are considered as debts incurred in consideration of services by the licence-holder for the operation of the team:

- at the moment of the request to draw on the bank guarantee: unpaid sums due under contract;

- in case of breach of the contract: sums due under contract not exceeding those corresponding to services anticipated within the remaining period of the contract. These sums constitute a contractual debt at the moment of the breach of the contract;

- late payment interest on the sums mentioned above up to a maximum of 5%.

The following are not considered as debts incurred in consideration of services by the rider for the operation of the team, in particular:

- other benefits in case of breach of contract, prize monies, legal fees and costs of proceedings.

- 2. Debts contracted by any other party in return for the services of a rider or any other member under contract for the benefit of the UCI WorldTeam shall be considered as debts contracted by the licence holder, the paying agent and the sponsors and covered by the guarantee, inter alia debts contracted under the contracts referred to in articles 2.15.116 and 2.15.117.
- 3. The companies through which the licence holders concerned, apart from the riders, carry out their activities for the operation of the UCI WorldTeam shall be considered as members of the UCI WorldTeam.
- 4. The definitions above are without prejudice to the question of whether a request is founded in any particular case.

(text modified on 1.07.10; 1.01.15).

**2.15.097** The creditor may not benefit from the guarantee for a contract a duplicate of his copy of which has not been passed to the auditor appointed by the UCI no later than 1 January of the registration year or within the month of signature for contracts signed after 1 December prior to the registration year.

However, the right to the guarantee will apply:

1. in respect of any contract passed to the auditor by another party;

2. subsequently to the extent that the guarantee has not been exhausted on its expiry date.

**2.15.098** The amount of the guarantee shall represent one quarter of all the gross sums due for payment by the UCI WorldTeam to riders and persons under contract for the operation of the team during the registration year plus the amount of CHF 15,000.

In no case may the amount of the bank guarantee be less than CHF 975,000.

If the total contractual benefits increase following the establishment of the guarantee, the total sum of the bank guarantee must be increased proportionately. UCI WorldTeams must immediately inform the Professional Cycling Council of this increase indicating the amount and the reason. They must also forward without delay to the auditor appointed by the UCI the documentation relative to the increase including, inter alia, the additional bank guarantee. The auditor shall issue a supplementary report to the Professional Cycling Council.

If the amount of the contractual benefits diminishes after a guarantee has been set up, an adjustment of the guarantee with effect from 1 April of the registration year for which the reduction has occurred is possible only in the event of a multi-year bank guarantee, provided that the conditions set out below are satisfied:

- The amount of the contractual benefits diminishes from one registration year to the next;
- The reduction will apply to the full year of registration;
- The reduction is acknowledged by the UCI auditor during the registration procedure.

In that case, the UCI WorldTeam may set up a new bank guarantee corresponding to the requirements of the present article. It must be due for payment from 1 April of the registration year including for debts which fell due in the months of January, February and March. The former bank guarantee must remain available until 31 March of the year of registration.

On receipt of this new guarantee, the UCI shall return the previous guarantee to the UCI WorldTeam.

(text modified on 20.10.05; 18.06.07; 1.07.09; 1.01.15).

**2.15.099** If the bank guarantee proves to be inadequate the UCI WorldTeam shall be liable for a fine of between CHF 5,000 and 50,000. Further, the UCI WorldTeam will be automatically suspended if it fails to establish the additional guarantee within one month of the date of the decision to impose the fine and for so long as he fails to do so. In the event of persistent default, the licence may be withdrawn in accordance with article 2.15.040.

(text modified on 1.01.15).

- **2.15.100** The UCI may not be held responsible for the inadequacy of the guarantee.
- **2.15.101** The term of the guarantee may vary between one and four years depending on the term of the UCI WorldTour licence granted to the team. In every case, it must remain valid until 31 March after the last registration year covered by the guarantee.

For the first registration year covered by the licence, the guarantee must be available from 1 January of the year of registration. Should the bank guarantee for the first registration year of the licence period not cover the totality of that period, the bank guarantee provided from the second registration year may stipulate that it will only be due for payment at the latest as of 1<sup>st</sup> April of the registration year, including for the come due in January, February and March.

(text modified on 20.10.05; 18.06.07).

#### Calling up the guarantee

**2.15.102** The creditor must introduce his application to the UCI for the guarantee to be called up by 1 March of the year following the date on which his claim falls due. Documentary evidence must be provided with the application.

Failing this the UCI is not obliged to call up the guarantee.

(text modified on 18.06.07).

**2.15.103** The UCI will call up the bank guarantee in favour of the creditor mentioned in the 2<sup>nd</sup> paragraph of article 2.15.095 unless the claim is manifestly unfounded. The UCI WorldTeam will be informed of the creditor's request and of the call on the guarantee.

(text modified on 1.01.15).

**2.15.104** For any call on the bank guarantee, the UCI shall draw, in addition to the amount claimed by the creditor, the sum of CHF 500 as costs. This sum is drawn for each creditor claiming the bank guarantee, until a maximum of CHF 15,000 per bank guarantee. In case of payment by the UCI of a seized amount from a bank guarantee, all bank fees are exclusively at the expense of the beneficiary.

(text modified on 1.07.09).

**2.15.105** The actual payment to the creditor shall not take place until one month after the implementation of the guarantee. If, in the interim, the UCI WorldTeam raises a written objection to the payment of the money to the creditor, the UCI shall pay the disputed sum into a special account and shall subsequently distribute it in accordance with any agreement reached between the parties or according to an enforceable judicial or arbitral decision.

(text modified on 1.07.10; 1.01.15).

**2.15.106** If the creditor has not introduced his claim against the paying agent before the body designated in his contract or the body which he regards as competent on some other basis during the three months following the date of his call on the guarantee, the paying agent may apply to the UCI to have the blocked funds released in his favour.

The funds shall be released should the creditor fail to take proceedings within one month of the despatch of notice by the UCI. The creditor then has fifteen days to provide the UCI with proof that he has commenced proceedings. If the body before which the creditor has commenced proceedings declares that it is not competent, the creditor must take fresh proceedings within one month of learning of this decision. Should this not be the case the paying agent may call on the UCI to release the funds in his favour. The funds shall be released should the creditor fail to take further proceedings within one month of the despatch of notice by the UCI. The creditor then has fifteen days to provide the UCI with proof that he has recommenced proceedings.

However the funds will only be released in favour of the paying agent when the bank guarantee has been reconstituted.

(text modified on 1.10.09).

- **2.15.107** Should the debt claimed exceed the amount corresponding to three months' contractual benefits, only a sum equal to three months' contractual benefits may be paid in the first instance, provided that the conditions for payment are fulfilled. The acknowledged balance of the debt may be paid from the global guarantee on condition that the latter would not be exhausted at the end of its period of validity. In the event that there are several creditors, the available balance of the guarantee will be allocated proportionally between them.
- **2.15.108** The UCI may call up the bank guarantee in the event of non-payment of fees, expenses, indemnities, fines and penalties or sentences imposed by or in virtue of the regulations of the UCI or related to their application provided that the guarantee is not exhausted at the end of its period of validity, where applicable after application of article 2.15.107.
- **2.15.109** In the event of payment to a creditor or to the UCI from funds obtained from the bank guarantee, the UCI WorldTeam shall automatically be suspended if the guarantee is not fully reconstituted within one month of the request from the UCI to do so.

In the event of persistent default, the licence may be withdrawn in accordance with article 2.15.040.

The part of the blocked funds which, under the agreement reached between the parties or according to the final judicial or arbitral decision, does not accrue to the creditor, will be released in favour of the paying agent under deduction of the sums due to the UCI according to article 2.15.104 and, where applicable, to article 2.15.108 and solely after full reconstitution of the bank guarantee.

(text modified on 1.10.09; 1.01.15).

#### Riders

**2.15.110** The number of riders in each UCI WorldTeam may not be fewer than twenty-three (23).

The maximum number of riders per UCI WorldTeam which may be registered with the UCI is restricted according to the number of new professionals under contract (within the meaning of article 7 of the joint agreement concluded between the CPA (Cyclistes Professionnels Associés – Associated Professional Cyclists) and the AIGCP (Association Internationale des Groupes Cyclistes Professionnels

- International Association of Professional Cycling Teams) in the following manner:

Minimum number of new professionals	Maximum number of riders
under contract to the UCI WorldTeam	registered with the UCI
0	28
1	29
2	30

If the number of riders proves to be less than the stipulated minimum, the UCI shall issue a warning to the UCI WorldTeam and allow it a period of grace of 30 days to regularize the situation. In the event of failure to do so, the UCI WorldTeam shall be liable for a fine of between CHF 10,000 and 100,000. To determine the fine, the UCI shall take account in particular of the reduction of the payroll costs from which the team benefits during the period for which its numbers fall short of the required minimum.

Payment of the fine does not release the UCI WorldTeam from the obligation to enlist the minimum number of riders again. If the failure to comply persists, the UCI WorldTeam shall be suspended.

The UCI WorldTeam is not obliged to replace a rider whom it has dismissed on grounds of a proven violation of the anti-doping regulations. In this regard, the fact that an A and B sample has tested positive is regarded as a proven violation of the anti-doping regulations.

(text modified on 20.10.05; 15.11.08; 1.01.10; 1.10.12; 1.07.13; 1.01.15).

- 2.15.110 In addition, in the period between 1 August and the end of the year, each UCI WorldTeam may admit into the team three elite or under 23 riders on the following conditions:
  - 1. In the case of an elite rider, he shall not previously have belonged to any UCI WorldTeam or professional continental team;
  - 2. The UCI WorldTeam must notify the UCI of these riders' identity before 1 August;
  - The UCI WorldTeam shall obtain the authorisation of the national federation of the rider and if applicable, the authorisation of the national federation of the continental team in which he is registered;
  - 4. During that period, these riders may join only a single UCI WorldTeam;
  - 5. These riders may only participate in races of the UCI continental circuits.
  - 6. The riders in question may continue to take part in events in their club team or, if appropriate, in their UCI continental team.

In all other respects, the relationship between these riders and the UCI WorldTeam shall be mutually agreed between the parties.

(text modified on 6.07.05; 20.10.05; 1.01.09; 1.02.12; 1.01.15).

#### Contract

**2.15.111** A rider's membership of a UCI WorldTeam requires a written contract of employment to be concluded which must contain as a minimum the provisions of the standard contract in article 2.15.139.

The rights and obligations of the parties shall also be governed by the joint agreement concluded between the CPA (Cyclistes Professionnels Associés - Associated Professional Cyclists) and the AIGCP (Association Internationale des Groupes Cyclistes Professionnels - International Association of Professional Cycling Teams) and approved by the Professional Cycling Council.

(text modified on 1.01.15).

- **2.15.112** The provisions of the model contract and the joint agreement shall be applied as of right. Furthermore, any clause agreed between the rider and the paying agent that impinges on the rights of riders as provided for in the standard contract or joint agreement is null and void.
- **2.15.113** All contracts between a UCI WorldTeam and a rider or another person contracted for the operation of the team must be typed in three original copies at least of which one must be given to the rider or other person concerned. One original shall be sent to the auditor appointed by the UCI.

(text modified on 1.01.15).

**2.15.114** The parties must sign each page of the contract. Clauses of the contract which are on a page not signed by the rider or other contracted person cannot be invoked against him; the rider or other contracted person may take advantage of such clauses.

The name of the person who signs the contract on behalf of the UCI WorldTeam must be given on the final page of the contract alongside the signature.

(text modified on 1.06.06; 1.01.15).

**2.15.115** Without prejudice to article 2.15.116, the employment contract between the rider and the UCI WorldTeam must govern all the services provided by the rider for the benefit of the team, the paying agent and the sponsors, and all remuneration relating thereto. All remuneration and payment methods must be set out in writing.

(text modified on 1.01.15).

## Model Contract between a self-employed rider and a UCI WorldTeam

- **2.15.115** The rider can enter into contract with the UCI WorldTeam as a self-employed worker and be registered as a member of the UCI WorldTeam, subject to the following provisions:
  - The independent status complies with the applicable legislation. The paying agent of the UCI WorldTeam is, to the exclusion of the UCI and the auditor, responsible for the verification of such conformity and of the consequences of any non-conformity, without prejudice to the responsibility of the sponsors;
  - 2. The rider's remuneration must be at least 164% of the amount laid down under article 10 of the joint agreement;
  - 3. In all other respects, the contract must comply with articles 5 to 20 of the joint agreement, except for the following provisions:

Art. 5: compliance with the standard contract is judged by taking account of this article;

- Art. 11, 2<sup>nd</sup> §: the frequency of the payments is agreed between the parties;
- Art. 15: this point is agreed between parties;
- Art. 16, 1<sup>st</sup> §: this point is agreed between parties;
- Art. 17, 1<sup>st</sup> §: this point is agreed between parties;
- 4. If the applicable legal social security system does not provide for the compulsory insurance referred to in article 22.3 of the joint agreement, the rider shall take out such insurance;
- 5. The rider must have taken out the insurance policies referred to in article 23 of the joint agreement;
- 6. The contract with the rider shall stipulate that he must provide proof of the above social security or insurance cover, in the absence of which he shall not be able to be registered as a member of the UCI WorldTeam. This proof shall be submitted to the UCI WorldTeam, which shall pass it on to the auditor with the audit file;
- 7. The first page of the contract must be headed clearly "contract for a SELF-EMPLOYED rider" and shall summarise the main obligations of the parties as regards pay, taxation and social security, in line with the model in article 2.15.140bis. The paying agent shall be responsible for the accuracy of this information.

(article introduced on 01.06.06; 1.07.12; 1.01.15).

- **2.15.116** In addition to the employment contract, only an image contract may be concluded, subject to the following conditions:
  - the person of the rider must represent a commercial value clearly distinct from the rider's sporting value as a member of the team;
  - the remuneration granted for image rights must be in return for rights or services that are distinct from the activities of a professional rider; details of these rights and services shall be set out in a precise manner;
  - the remuneration for the activities as a professional rider must correspond to the sporting value of the rider and must in any event exceed double the minimum salary;
  - the remuneration payable under the image contract may not exceed 30% of the total remuneration paid to the rider.

(text modified on 20.10.05).

**2.15.117** Without prejudice to articles 2.15.115 and 2.15.116 the parties must declare, under all circumstances and on every contract submitted to the auditor appointed by the UCI, any other contract concluded regarding the services of the rider or any other contracted person to the benefit of the UCI WorldTeam, whatever the nature of the services and whatsoever the parties to these other contracts.

The following would be covered, for example:

- 1. image, advertising or sponsorship contracts;
- contracts signed, directly or indirectly, with a principal partner of the UCI WorldTeam or with a person, company or other entity linked with the paying agent or a principal partner;
- 3. contracts signed with a spouse, a relative, an agent, a mandatory or other intermediary of the rider or other person as specified above, with a company in which he has a holding, holds an office or has any form of interest.

The declaration must be drawn up in line with the model and include the standard elements at the foot of the standard contract in article 2.15.139 for riders and article 2.15.140 for other persons.

All contracts must be included in the budget and in the calculations of the sum for the bank guarantee.

In the event of infringement of this article, the parties concerned shall be penalised by a suspension of between one and six months and/or a fine of between CHF 5,000 and 100,000.

(text modified on 1.01.15).

**2.15.118** The UCI WorldTeam shall attach to each contract, on the form drawn up by the administration of the UCI, a list of the legal or contractual insurance benefits to which the rider will, or will not, be entitled.

(text modified on 1.07.10; 1.01.15).

- **2.15.119** The contract must be concluded for a fixed term ending on 31 December, in accordance with the conditions determined by the joint agreement concluded between the CPA and the AIGCP.
- **2.15.120** On the expiry of the term of the contract, the rider is free to leave the UCI WorldTeam and join another team.

All transfer payment systems are prohibited.

(text modified on 1.01.15).

#### Transfer

2.15.120 A transfer period exists and applies to all changes of team, whether between two UCI
 a WorldTeams or between a UCI WorldTeam and a professional continental team.

The transfer period for any change of team during the season extends from 1-15 August.

For any change of team between two seasons, the transfer period extends from 1 August to 31 December.

(article introduced on 1.07.10; text modified on 1.07.11; 1.01.15).

#### **2.15.120** A UCI WorldTeam or licence applicant may only recruit riders during the transfer

#### **b** period.

For the purposes of this article «recruit» shall be deemed to mean concluding a contract with a rider to ride for the UCI WorldTeam or licence applicant's team.

(article introduced on 1.07.10; text modified on 1.04.11; 1.01.15).

2.15.121 Should a UCI WorldTeam or paying agent wish to engage a rider contracted to another UCI WorldTeam or a professional continental team such that the rider would begin to ride for the UCI WorldTeam before the expiry of the scheduled term of the contract with his current team, it shall firstly inform the Professional Cycling Council of this intention. Before undertaking any further steps, and especially before contacting the rider, the UCI WorldTeam or paying agent shall make known its intention to the current paying agent of the rider.

The transfer of the rider requires a written and global agreement between the three parties concerned, namely the rider, his current paying agent and the new paying agent, and with the prior consent of the Professional Cycling Council.

In all circumstances, such a transfer is only possible during the transfer periods.

If there is any indication that one or more of the conditions set out in this section have not been respected, the UCI administration shall proceed to a provisional registration of the rider with the new team. At the same time, the case will be brought before the Disciplinary Commission.

Under no circumstances shall the provisional registration take place if the rider is already registered with another UCI WorldTeam or professional continental team and his contract has not been broken.

(text modified on 1.07.10; 1.07.11; 1.01.15).

2.15.121 During the season, no rider already registered with a UCI WorldTeam for the current season may join another UCI WorldTeam or a UCI professional continental team outside the transfer periods.

(article introduced on 1.07.10; text modified on 1.07.11; 1.10.13).

**2.15.122** The UCI WorldTeam or its paying agent that approaches or engages, even conditionally, a rider from a UCI WorldTeam or a professional continental team without the prior agreement of the current paying agent, shall be subject to a fine of CHF 30,000 to 500,000. Individual licence-holders involved in such practices shall be liable to a fine of between CHF 3,000 and 50,000.

If these approaches take place outside the transfer period, the fines will be tripled.

Moreover, the UCI WorldTeam in question shall pay the rider's current paying agent compensation equivalent to the amount of the remuneration for the period of the contract with the current paying agent remaining to run, but no less than six months' salary.

(text modified on 1.07.11; 1.01.15).

**2.15.123** In no case may a rider move to another team before the expiry of the term with his current paying agent as stipulated in the contract - even if that contract does not run its full term - unless he has prior authorisation from the president of the Professional Cycling Council.

In the case of a merger between UCI WorldTeams or between a UCI WorldTeam and a professional continental team, the present provision shall apply to riders of the merged entity who have changed paying agent.

A rider in breach of this article shall be liable to a fine of between CHF 300 and 100,000.

If this breach occurs outside the transfer period, the rider will additionally be suspended for a minimum of one month and a maximum of four months.

(text modified on 1.07.11; 1.01.15).

**2.15.124** For the application of UCI Regulations, any move to another UCI WorldTeam shall be deemed to constitute a new contractual relationship, so that a new contract will have to be concluded in accordance with articles 2.15.111 to 2.15.119, even if, under applicable legislation, the transfer is effected by a cession of contract, the pursuance of the contract by other parties, the secondment of the rider or any other similar method.

**2.15.125** Riders and UCI WorldTeams may not reveal that they are involved in negotiations about transfers outside the transfer period.

Upon complaint by a prejudiced team or any third party with a legitimate interest, the rider is liable to a fine of CHF 2,000 and the UCI WorldTeam to a fine of CHF 5,000.

(text modified on 01.01.09; 1.07.10; 24.09.14; 1.01.15).

#### Insurance

**2.15.126** The UCI WorldTeam must take out a civil liability insurance policy for all damages that the riders or other team members may cause in the course of their professional activities, taking account of the insurance policy previously concluded by the person in question and/or by his national federation.

(text modified on 1.01.15).

#### Participation in events

**2.15.127** The UCI WorldTeam must take part with a team of competitive riders in each of the UCI WorldTour events.

(text modified on 1.01.15).

2.15.128 In the event of unjustifiable absence, withdrawal or giving up, the UCI WorldTeam shall be liable to a fine of between CHF 10,000 and 20,000 payable to the UCI WorldTour's reserve and solidarity fund. For stage races, this fine shall be multiplied by the number of days' racing remaining on the day of absence, withdrawal or giving up. On the third offence committed during the period of validity of the licence, the UCI WorldTeam will further receive a month's suspension; on the fourth offence, the suspension will be for three months.

On the fifth offence committed during the period of validity of the licence, the licence shall be automatically revoked.

(text modified on 1.01.15).

**2.15.129** The rights of organisers resulting from the default of the UCI WorldTeam are reserved.

(text modified on 1.01.15).

#### Training and development programme

**2.15.130** The UCI WorldTeam must carry out a training programme for young riders and/or a programme to support grass roots cycling. The details of these programmes shall be agreed by contract between the UCI WorldTeam and the UCI.

(text modified on 1.01.15).

#### UCI WorldTour Promotion

**2.15.131** The UCI WorldTeam shall take part in the promotion of the UCI WorldTour label in accordance with the promotion and merchandising policy to be contractually agreed between the UCI and the UCI WorldTeam.

(text modified on 1.01.15).

**2.15.132** The UCI WorldTeam and the UCI shall collaborate in the implementation of a marketing policy inter alia as regards any UCI WorldTour sponsors in order to protect the interests of each party.

(text modified on 1.01.15).

**2.15.133** The UCI WorldTeam undertakes to use the UCI WorldTour logo in accordance with the graphics specifications to be provided by the UCI and to respect the conditions and restrictions of use of the logo and the brand as defined in the contract concluded with the UCI.

(text modified on 1.01.15).

**2.15.134** All the rights and obligations of each party as regards the promotion of the UCI WorldTour shall be specified in the contract concluded between the UCI WorldTeam and the UCI.

(text modified on 1.01.15).

#### Dissolution of the UCI WorldTeam

**2.15.135** A UCI WorldTeam must announce its dissolution, the termination of its activities or its inability to perform its obligations as soon as possible to the riders, its other members and the Professional Cycling Council.

Once this announcement has been made, riders shall be fully entitled to contract with a third party for the following season or for the period starting at the moment announced for the dissolution, the termination of activities or the inability to perform.

(text modified on 1.01.15).

- **2.15.136** A rider who is contracted to a UCI WorldTeam may, subject to the conditions set out below, conclude a contract to ride for another team (UCI WorldTeam, professional continental team or continental team) in the event that his contract with his current UCI WorldTeam is terminated prematurely for recognised reasons relating to the financial situation of this UCI WorldTeam.
  - 1. The rider must notify the Professional Cycling Council of the situation of his UCI WorldTeam, of his particular position and of his intention to seek another team, prior to signing a contract with that team. The Professional Cycling Council may request information from any interested party.

  - 3. The contract with the new team shall be lodged with the Professional Cycling Council. Should more than one contract be deposited by the same rider, only the first contract deposited shall be recognised, unless the parties to that contract mutually agree otherwise.
  - 4. Before terminating his contract with his current UCI WorldTeam the rider must have the grounds for such termination authorised by the Professional Cycling Council. The recognition of the grounds shall stand as authorisation to the rider to move to the other team as soon as the contract with his UCI WorldTeam is terminated.

- 5. The transfer to the second team shall be at the risk of the rider and that team alone. The recognition of the grounds by the Professional Cycling Council or the refusal to recognise such grounds shall not give rise to any claim against the UCI.
- 6. Should the rider transfer to the other team without fulfilling the conditions above, the penalties provided in articles 2.15.123 and 2.15.138 shall apply.

(text modified on 1.01.15).

#### Supervision and penalties

**2.15.137** Each licence holder and each UCI WorldTeam must give to the UCI, upon first request, any document or information which it deems useful for verifying compliance with the regulations and rights and interests of members of the UCI WorldTeam. In case of refusal and without prejudice to any other consequences, the licence holder shall be liable to a fine of between CHF 1,000 and 5,000, and the UCI WorldTeam to a fine of CHF 10,000. Furthermore, the offending party may be suspended in accordance with article 12.1.005.

(text modified on 1.01.15).

**2.15.138** Each time a UCI WorldTeam participates in a race or enters a rider in a race without having firstly met all the conditions set forth in this chapter, either with respect to the UCI WorldTeam as a whole or with respect to the individual rider, the UCI WorldTeam shall be liable to a fine of CHF 5,000 per rider. The offending rider shall not be permitted to take the start. If he rides nonetheless, he shall be disqualified.

(text modified on 1.01.15).

# **2.15.139** Model contract between a rider and a UCI WorldTeam Between the undersigned,

(name and address of the employer)

paying agent for the UCI WorldTeam (name) for whom the principal partners are:

 (name and address) (where applicable, the employer itself)
 (name and address) hereinafter "the employer"
 ON THE FIRST PART

And: (name and address of the rider)

born in

on

of ..... nationality

holding a licence issued by hereinafter "the Rider" ON THE SECOND PART

Whereas:

 the Employer is engaged in setting up a cycling team who, within the UCI WorldTeam.... and under the management of Mr (name of manager or sports director), intend to take part, during the duration of the present contract, in cycle road races governed by the regulations of the UNION CYCLISTE INTERNATIONALE;

- the Rider wishes to join the team (name of the UCI WorldTeam);
- both parties are acquainted with and declare that they will abide wholly by the UCI constitution and regulations, and those of its affiliated national federations as well as the joint agreements concluded between the CPA and the AIGCP and approved by the Professional Cycling Council.

It is thus agreed as follows:

#### **ARTICLE 1 - Employment**

The Employer hereby engages the Rider, who accepts the position, as a rider in cycling road races.

Participation by the Rider in events in other disciplines shall be decided by the Parties case by case.

The engagement shall be subject to the registration of the team as a UCI WorldTeam with the UCI.

Should such registration not be obtained, the Rider may terminate the present contract without notice or compensation.

#### **ARTICLE 2 - Duration**

The present contract shall be concluded for a fixed period commencing on ... and expiring on 31 December...

Unless the contract has already been renewed, each party shall notify the other in writing no later than the 30 September preceding the termination of the contract of his intentions as to the renewal of the contract. A copy of this document shall be sent to the CPA.

#### ARTICLE 3 - Salary

- 1. The Rider shall have the right to gross annual pay of ....
  - This pay may not be less than the higher of the two following amounts:
    - a) The legal minimum wage of the country of the nationality of the UCI WorldTeam as defined under article 2.15.051 of the regulations;
  - b) € 36,300 (€ 29,370 for a new professional).
- 2. If the duration of the present contract is less than one year, the Rider must in this period earn at least the total annual pay set out in article 3.1. Where applicable, the pay due from the rider's previous UCI WorldTeam, professional continental team or continental team for the first part of the year in question may be deducted as long as the pay for the duration of the present contract is no lower than the minimum determined under article 3.1.

#### **ARTICLE 4 - Payment of the salary**

- 1. The Employer shall pay the remuneration determined under article 3 in equal monthly payments on or before the last working day of each month.
- 2. Should the Rider be suspended under the terms of the UCI regulations or those of one of its affiliated federations, he shall not be entitled to the said remuneration referred to in article 3 for the part of the suspension exceeding one month.
- 3. In the event of a failure to make payment of the net sums of remuneration on their due date as per article 3 or of any other sum which is due, the Rider shall have the right, without notice, to the interest and increases set out in the joint agreement concluded between the AIGCP and the CPA.

4. The remuneration, or any other sum due to the Rider from the Employer, shall be paid by transfer to the bank account no ... of the Rider at the (name of the bank) at (branch where the account is held). Only the proof of the execution of the bank transfer shall be accepted as proof of payment.

#### **ARTICLE 5 - Prizes and bonuses**

The Rider shall be entitled to prizes won during cycling competitions in which he participated for the UCI WorldTeam, in accordance with the Regulations of the UCI and its affiliated federations.

Furthermore, the rider shall have the right to the following bonuses:

o none

o 1)

2)

(mark as appropriate)

#### ARTICLE 6 - Miscellaneous obligations

- 1. The Rider may not, for the duration of the present contract, work for any other team or advertise for any other sponsors than those belonging to the UCI WorldTeam, save in such cases as are provided for in the regulations of the UCI.
- 2. The Employer hereby undertakes to allow the Rider properly to perform his occupation by providing him with the necessary equipment and clothing and by permitting him to participate in a sufficient number of cycling events, either as a member of the team or individually.
- 3. The Rider may not compete in a race as an individual without the express consent of the Employer. The Employer shall be deemed to have given its consent if it has not replied within a period of ten days from the date of the request. In no case may the Rider take part in a road race as a member of a mixed team if (name of the UCI WorldTeam) is already entered for that race.
- 4. The Parties undertake to respect the riders' health protection programme.
- 5. The employer undertakes to reimburse the Rider for reasonable travel costs incurred as a result of his work.

In the event of selection for a national team, the Employer shall be required to permit the Rider to participate in such races and preparatory programmes as may be determined by the national federation. The Employer shall authorise the national federation to give the Rider any instructions it may deem necessary in connection with and for the duration of the selection provided that it does so solely in connection with sporting matters, in its own name and on its own behalf.

In none of the aforementioned cases shall the present contract be suspended.

#### ARTICLE 7 - Transfers

On the expiry of the present contract, the Rider shall be entirely free to leave the UCI WorldTeam and sign a contract with a third party, without prejudice to the provisions of the UCI Regulations.

#### **ARTICLE 8 - Termination of the contract**

Without prejudice to the legislation governing the present contract, it may be terminated before expiry, in the following cases and on the following conditions:

1. The Rider may terminate the present contract, without notice or liability for damages:

- a) if the Employer is declared bankrupt or insolvent or goes into liquidation;
- b) if the UCI WorldTour licence for the team expires, is withdrawn, or if the UCI WorldTeam is suspended for a period of three months or more;
- c) if the name of the UCI WorldTeam or its principal partners is changed during the civil year without the approval required under article 2.15.073 of the UCI cycling regulations;
- d) if the Employer or a principal partner withdraws from the UCI WorldTeam and the continuity of the UCI WorldTeam is not guaranteed or else if the UCI WorldTeam announces its dissolution, the winding up of its activities or its inability to meet its commitments; should this be announced for a given date, the Rider shall continue to perform the contract until that date;
- e) in the event of serious misconduct on the part of the Employer. Serious misconduct is considered to include a failure to permit the Rider, despite his repeated requests, to participate in competitions over a continuous period in excess of 6 weeks or over four discontinuous periods of 7 days each, during which periods at least 1 one-day race on the international calendar took place.

Where relevant, the Employer shall be required to prove that the Rider was not in a condition to take part in a race.

- f) if, on 1<sup>st</sup> October of the year preceding a year of registration covered by the present contract, the UCI WorldTeam has not submitted a registration file containing the essential documents listed in art. 2.15.069bis, this right of termination lapses upon the registration of the UCI WorldTeam in the first division.
- 2. The Employer may terminate the present contract, without notice or liability for damages, in the event of serious misconduct on the part of the Rider or of the suspension of the Rider under the terms of the UCI regulations for the remaining duration of the present contract.

Serious misconduct is considered to include refusal to ride cycle races, despite being repeatedly called on to do so by the Employer.

If need be, the Rider shall have to prove that he was in no state to compete in a race.

Notwithstanding article 6, paragraph 3 of the Joint Agreement, the Employer may terminate the contract with a Rider who has neo-professional status on 31 December of the first year of this contract, if the UCI WorldTeam is unable to continue its activity during the following season. In that case, the Employer must give at least three months advance notice.

Should the Employer nevertheless be able to continue his activity after exercising the right of termination referred to above, he shall offer a contract for a period of one year to the Rider, on the same conditions as in the previous contract which he terminated before its normal expiry date.

3. Either party shall be entitled to terminate the present contract, without notice or liability, should the Rider be rendered permanently unable to exercise the occupation of professional cyclist.

## ARTICLE 9 - Defeasance

Any clause agreed upon between the Parties that runs counter to the terms of the model contract between a rider and a UCI WorldTeam, to the joint agreement mentioned in article 2.15.111, and/or to the provisions of the UCI constitution or regulations and which would in any way restrict the rights of the Rider shall be null and void.

#### **ARTICLE 10 - Arbitration**

Any dispute between the Parties arising from the present contract shall be submitted to arbitration and shall not be brought before any court, either in application of a joint agreement concluded between the CPA and the AIGCP for matters covered thereby, or in accordance with the regulations of the national federation which issued the licence to the Rider or, failing this, the legislation governing this contract.

#### **ARTICLE 11 - Submitted contacts**

The rider shall have the right to ascertain from the UCI-appointed auditor the contract(s) which has/have been submitted to the latter by the paying agent. The contract(s) shall be covered by the bank guarantee subject to the conditions and restrictions set out in articles 2.15.092 to 2.15.109 of the UCI cycling regulations.

#### Declaration

The parties declare that, apart from the present contract,

no other contract has been concluded concerning the Rider's activities for the benefit of the UCI WorldTeam in the sense of articles 2.15.116 or 2.15.117 of the UCI cycling regulations.

Done at .... on ..... In 3 original copies

The Rider

For the UCI WorldTeam The paying agent [signatory's name] Rider's agent

- only the contracts below have been concluded in connection with the Rider's activities for the benefit of the UCI WorldTeam:
- 1. Contract Title:

Parties:

1. ... 2. ... Date of signature: Contract in force from ... to ... Total pay and other benefits:

2. Contract Title:

Parties:

1. ... 2. ...

Date of signature: Contract in force from ... to ... Total pay and other benefits:

3. ...

Done at ..... on .....

In 3 original copies

The Rider

For the UCI WorldTeam

Rider's agent

The paying agent [signatory's name]

(text modified on 1.07.09; 1.07.10; 1.04.11; 1.07.12; 1.01.15).

#### Declaration as per article 2.15.117

- **2.15.140** The parties declare that, apart from the present contract,
  - no other contract has been concluded concerning the services of the contracting person for the benefit of the UCI WorldTeam in the sense of article 2.15.117 of the UCI cycling regulations.

Done at ..... on .....

In 3 original copies The contracting person

For the UCI WorldTeam Rider's agent The paying agent [signatory's name]

- only the contracts below have been concluded in connection with the services of the contracting person for the benefit of the UCI WorldTeam:
  - 1. Contract Title: Parties: 1. ... 2. ... Date of signature:

Contract in force from ... to ... Total pay and other benefits:

2. Contract Title:

Parties: 1. ... 2. ... Date of signature: Contract in force from ... to ... Total pay and other benefits:

3. ...

Done at ..... on .....

In 3 original copies

The contracting person	For the UCI WorldTeam	Rider's agent
	The paying agent [signatory's name]	

(text modified on 1.06.06; 1.04.11; 1.01.15).

#### Model for the first page of the «contract for a SELFEMPLOYED rider»

2.15.140 Contract for a SELF-EMPLOYED rider

bis

Rider: Paying agent: Contract in force from to Contractual monthly pay: Deductions made by the paying agent: Taxes: VAT: Social security: Other:

Effective monthly earnings payable: The rider is required to issue invoices:

YES NO

If yes: - total sum to be invoiced monthly excluding VAT

- total VAT to be invoiced
- total payable to be invoiced

Legal obligations of the rider in the country of the paying agent:

- 1. VAT: no/yes: amount:
- 2. Tax(es): no/yes
- 3. Social security: no/yes

Bank details of the account on which the sums due by the team shall be transferred:

(article introduced on 1.06.06; text modified on 1.04.11).

#### Model bank guarantee

**2.15.141** The present bank guarantee is issued under the terms of article 2.15.092 of the cycling regulations of the UNION CYCLISTE INTERNATIONALE for the purpose of guaranteeing, within the limits set in those regulations, the payment of sums due by the UCI WorldTeam [name of the UCI WorldTeam] (paying agent: [name of the paying agent]) to riders and other creditors covered by article 2.15.095 of those regulations as well as the payment of fees, expenses, indemnities, fines and sanctions or sentences imposed by or in virtue of the regulations of the UCI or related to their application.

The amount of the present guarantee is limited to CHF/EUR/USD X

The bank,

- exact name
- complete address to call up the guarantee
- telephone and fax numbers of the bank department dealing with the calling-up of bank guarantees
- e-mail address

hereby undertakes, on first demand and within fifteen days of receiving the demand, to pay the UNION CYCLISTE INTERNATIONALE any amount in CHF/EUR/USD requested up to a maximum of CHF/EUR/USD X up to the exhaustion of the present guarantee.

The aforementioned payments shall be made on reception of a simple request regardless of any objection raised or exception taken by anyone whomsoever. The request shall require no justification.

The present guarantee shall remain in effect until 31 March 200...

Any call on the present guarantee must be received by the bank on or before 31 March 200...

(text modified on 20.10.05; 1.06.06; 1.01.15).

## § 5 UCI WorldTour event licence

#### Application for a licence

- **2.15.142** A maximum of 30 UCI WorldTour event licences may be issued with a maximum of 5 licences per country.
- **2.15.143** The nationality of the licence shall be determined by the territory in which the event is held. For races where the inherent nature of the course involves crossing different countries, the nationality of the licence is determined by the location of the offices of the licence holder.
- **2.15.144** The licence commission allocates the licences to the events that meet the conditions and selection criteria as defined in the present paragraph. Up to 22 licences can be issued on direct application by the owner of the event. The other licences can only be issued on the proposal of the Professional Cycling Council.
- **2.15.145** The licence is issued for a specific event. The licence grants UCI WorldTour status to the event. It has no impact on the property rights of the licence holder as regards his event, without prejudice to obligations stemming from the UCI regulations.

#### Licences issued on direct application by the owner of the event

**2.15.146** Licences may only be requested for events of the UCI WorldTour, hors classe or events in classes 1 and 2, of the year preceding the first year for which the licence is requested.

(text modified on 20.10.05; 1.08.06; 15.06.08; 1.07.09; 1.01.10).

- **2.15.147** For the events which meet the conditions under the regulations and for which the applications are accepted, the licence commission shall allocate the licences on the basis of the following order of precedence:
  - 1. UCI WorldTour events (other than strategic events) and hors classe events;
  - 2. Class 1 events;
  - 3. Class 2 events.

Applications for events in points 2, 3 and 4 above will only be considered in the event that licences remain available on the basis of the order of precedence.

(text modified on 20.10.05; 1.08.06; 15.06.08; 1.07.09; 1.01.10).

**2.15.148** In the event that licences remain available as from January 2009, the Professional Cycling Council shall determine the order of precedence or increase the number of events that it puts forward for strategic reasons.

(text modified on 15.06.08).

- **2.15.149** In addition to meeting the conditions set out in the regulations, the following selection criteria shall be taken into consideration by the licence commission in deciding to refuse a licence, grant it for a reduced duration or to select between events falling in the same class under article 2.15.147:
  - 1. the sporting level on the basis of the start list of the event on the last four occasions that it was run prior to the application for a licence;
  - 2. the format, the structure and the type of the event contributing to the image of the UCI WorldTour as an elite competition;
  - 3. the quality of organisation, particularly as regards safety;

- the levels of television coverage and audience figures on free channels in at least the 5 previous years preceding the first year for which the licence is being applied for;
- 5. compliance with the UCI cycling regulations and all applicable regulations;
- 6. compliance with contractual and legal obligations;
- 7. the absence of any attempt to breach or bypass such obligations;
- 8. compliance with sporting ethics;
- 9. the absence of any other element liable to damage the image of the UCI WorldTour and the sport of cycling in general.

The criteria above concern any element or fact arising before the application for or grant of a licence.

- **2.15.150** The applicant shall make his application for a licence by completing and returning the form drafted by the Professional Cycling Council including all the information or other documents as required by the council.
- **2.15.151** The deadline for the submission of licence applications is set at the Professional Cycling Council.

(text modified on 20.10.05; 1.08.06; 15.06.08; 1.07.09; 1.01.10).

- **2.15.152** Applications sent to the UCI after this date will not be examined unless the maximum number of licences, and the number per country, has not been reached after the decision on awarding licences to the applicants whose applications were received before the deadline.
- **2.15.153** As from 2009, licence applications for 2010 and the following years will be taken into consideration when the maximum number of licences and the number per country has not been achieved. The Professional Cycling Council will identify the available licences and set a deadline for the submission of applications.

(text modified on 15.06.08).

2.15.153 From 2014, in preparation for the reform of professional cycling that will be introduced from 2015, no direct licence applications will be accepted from events that were not included on the 2014 UCI WorldTour calendar.

(text introduced on 27.03.14).

#### Licences issued on proposal of the Professional Cycling Council

- **2.15.154** The Professional Cycling Council may submit proposals to the licence commission for the allocation of a licence for events considered to be of strategic importance to the development of cycling.
- **2.15.155** The Professional Cycling Council shall inform the owners of selected events in writing and may notify them of a deadline for the provision of all the documents necessary.
- **2.15.156** The Professional Cycling Council shall decide, at its sole discretion, to propose an event for a UCI WorldTour licence. Its decision is final and without appeal.
- **2.15.157** The owner of an event proposed by the Professional Cycling Council must apply for a licence from the licence commission and annex a copy of the Professional Cycling Council's decision.

#### Award by the licence commission

- **2.15.158** The licence commission shall examine the licence application on the basis of documentation consisting of the following elements:
  - 1. the licence application form and its enclosures;
  - 2. the opinion of the UCI;
  - 3. any other document or information provided by the applicant or requested by the UCI or by the licence commission to assess the application.

The licence commission may also take account of acknowledged facts.

(text modified on 18.06.07).

**2.15.159** The documentation must drawn up in French or in English. Documents produced by third parties and drafted in another language must be accompanied by a translation into the language of the documentation.

The applicant for the licence has sole responsibility for assuring the quality and complete nature of his documentation. He may not, in particular, invoke the fact that he has not been asked by the UCI or the licence commission to provide information or documents or that his attention has not been called to gaps or other elements which may be regarded as negative when his application comes to be assessed by the licence commission.

(text modified on 18.06.07).

**2.15.160** The UCI must forward its opinion or report to the licence commission 15 days before the date of the hearing referred to in Article 2.15.019. At the same time, a copy shall be forwarded to the applicant. The UCI may submit further opinions to the extent that the applicant adds new elements to his documentation or new elements come to their knowledge in any other way.

(article introduced on 18.06.07).

**2.15.161** The licence applicant will be invited within a time limit of 15 days to explain and defend his application for a licence before the licence commission at a hearing held for this purpose.

(article introduced on 18.06.07).

**2.15.162** The applicant must lodge any statement in support of his application to the commission in four copies, at least 5 days before the date of the hearing, with a copy to the UCI. Documents lodged after this deadline shall be automatically disregarded.

(text modified on 18.06.07).

- **2.15.163** At least 5 days before the date of hearing, the applicant shall notify the licence commission and the UCI of the identity of those persons who will represent him or attend the hearing. The licence commission may refuse to hear any persons not notified within this time.
- **2.15.164** [article abrogated on 18.06.07].
- **2.15.165** The date of hearing may not be delayed save where otherwise decided by the president of the licence commission and of all the interested parties. If an applicant or the UCI fails to attend the hearing, the licence commission is empowered to give its ruling in his absence.

(text modified on 18.06.07).

- **2.15.166** The UCI may participate in the hearing.
- **2.15.167** During the hearing or subsequent deliberations, the licence commission may set a final deadline for the applicant to provide all exhibits or information which the commission may require. The applicant shall at the same time forward a copy to the UCI and to the auditor approved by the UCI. Exhibits or information forwarded after the deadline shall automatically be disregarded.

(article introduced on 18.06.07).

2.15.167 Every licence shall be granted subject to a possible redistribution of the licences following a decision of the CAS cancelling a refusal to grant a licence pursuant to Article 2.15.241.

(article introduced on 18.06.07).

**2.15.168** The commission shall give its judgement as rapidly as possible.

#### Calendar fee

- **2.15.169** An annual calendar fee must be paid by the licence holder annually by 15 December at the latest into the UCI bank account.
- **2.15.170** The amount of the fee is determined by the Professional Cycling Council.
- **2.15.171** If the UCI account has not been credited by 15 December, the licence is automatically revoked. Further, a fine of CHF 10,000 shall be payable.

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(article introduced on 24.09.14).

- **2.15.172** [article abrogated on 24.09.14]
- **2.15.173** [article abrogated on 24.09.14]
- **2.15.174** [article abrogated on 24.09.14]
- **2.15.175** [article abrogated on 24.09.14]
- **2.15.176** [article abrogated on 24.09.14]

#### Duration of validity of the licence

**2.15.177** The licence is valid in principle for 4 calendar years. However, no licence can be granted whose duration of validity goes beyond 2016.

(text modified on 1.07.13).

**2.15.178** A licence holder whose licence expires may apply for a new licence following the procedure established for licence applications.

The holder of a licence may apply for a new licence to take effect before the expiry of his current licence by the licence application procedure, including payment of the application fee.

(text modified on 1.07.09).

#### Expiry of the licence

- **2.15.179** Unless renewed, the licence expires automatically at the end of the period for which it was awarded.
- **2.15.180** The licence shall expire before its term under the following circumstances:
  - 1. if one of the conditions for automatic revocation set out in the present section is fulfilled;
    - 2. if the licence is withdrawn.
- **2.15.181** The licence shall be revoked as of right with immediate effect for the sole reason of the licence holder's filing for bankruptcy or being declared bankrupt, or in the event of legal liquidation, the dissolution or the ceasing of activity of the holder or any other measure resulting in the holder's ceasing to be able to make free use of the licence.
- **2.15.182** In the event of the revocation or withdrawal of the licence, no reimbursement shall be made. Any sums due remain payable and may not be offset. The licence fee remains due in its entirety.

#### Withdrawal of the licence

- **2.15.183** The licence commission may withdraw the licence in the following cases:
  - 1. if the information taken into account in granting the licence was erroneous and the commission considers that the actual situation did not justify the grant of a licence;
  - 2. if the information taken into account in granting the licence has changed and the commission considers that the new situation does not justify the issue of a licence;
  - 3. if the situation of the licence holder is affected or weakened, due inter alia to financial problems, health problems, death, dysfunction, disputes or other cause, such that the organisation of the event is seriously compromised;
  - 4. if the holder does not satisfy or no longer satisfies all the conditions set out in the present chapter;
  - 5. in the event of failure to comply with the UCI's regulations or any violation of contractual obligations towards the UCI committed by or imputable to the licence holder or his employees, agents or subcontractors including the actual organiser or any other intermediary, without prejudice to any other penalties under the regulations;
  - 6. in the case of acts committed by or imputable to the licence holder or his employees, agents or subcontractors including the actual organiser or any other intermediary, as a result of which the continuation of the licence would seriously harm the interests or reputation of the UCI WorldTour;
  - 7. in all other cases as set out in the present chapter.
- **2.15.184** The president of the professional cycling council shall refer the case to the licence commission upon simple written request, a copy of which is addressed to the licence holder.
- **2.15.185** The holder is heard after summons by the licence commission with a minimum of 10 days' notice.
- **2.15.186** Before the actual withdrawal of the licence the licence commission may, if appropriate, delay proceedings for a set period in order to give the holder time to bring his affairs in order.

#### Transfer of licence

- **2.15.187** The holder may transfer the licence or the rights or obligations inherent in the event subject to the prior authorisation of the licence commission. Failing this, the licence is automatically revoked.
- **2.15.188** Authorisation of the licence commission may not be refused without good reason.

#### Licence-holder's identity

- **2.15.189** The licence is granted solely to the owner of the event.
- **2.15.190** If the owner of the event is not the actual organiser of the event, the event owner must inform the UCI and indicate in his licence application the exact identity of the actual organiser or of any other intermediary.
- **2.15.191** The owner of the event, the actual organiser and where applicable any other intermediary shall be jointly and severally responsible for all the obligations arising from the licence, including the debts under article 1.2.032 of the present regulation. A written undertaking must be annexed to the application.
- **2.15.192** In the event of a change of the actual organiser of the event during the period of validity of the licence, the owner of the event must inform the professional cycling council in order to obtain its prior written consent. In the event of a refusal, the decision must be justified. The decision of the professional cycling council is final and without appeal.
- **2.15.193** The licence holder may have no direct or indirect link with one of the UCI WorldTeams. In exceptional cases, which do not challenge the integrity of the competition or the sporting fairness, the UCI management committee may grant an exception.

(text modified on 1.07.12; 1.01.15).

**2.15.194** The licence holder may have no direct or indirect link with another holder of a UCI WorldTour licence for an event or with the actual organiser of such an event or with another intermediary, except insofar as such a link is accepted by the management committee.

Links pre-existing at 31 December 2004 are deemed to be accepted.

(text modified on 1.07.12).

2.15.195 In a document to be annexed to the form of application for a licence the applicant shall (i) certify that he has no direct or indirect link with a UCI WorldTeam or a team applying to the UCI WorldTour and (ii) indicate any direct or indirect links (including where applicable through the intermediary of the actual organiser) which he may have with another licence holder or another UCI WorldTour event. This information must be provided to the professional cycling council and updated throughout the period of validity of the licence.

(text modified on 1.07.12; 1.01.15).

**2.15.196** In the event that there exist direct or indirect links as described in article 2.15.193 or 2.15.194, the professional cycling council and the applicant or licence holder shall consult and, where applicable, the professional cycling council shall give the applicant or holder a deadline in which to regularise the situation.

(text modified on 1.07.12).

**2.15.197** Where the professional cycling council learns of the existence of a link as described in articles 2.15.193 or 2.15.194 and which are not authorised by the management committee, through the intervention of any third party other than the licence holder, the parties concerned shall each be fined the sum of CHF 10,000 to be paid into the UCI's reserve and solidarity fund. The professional cycling council may set a deadline for regularisation of the situation.

(text modified on 1.07.12).

**2.15.198** In the absence of regularisation in the manner and in time indicated by the professional cycling council, or in the event of a dispute regarding the existence of a prohibited link or regularisation, the dispute shall be brought before the licence commission upon simple written request, either by the president of the professional cycling council or by the licence applicant or holder. If the licence commission deems that there is a prohibited link within the meaning of article 2.15.193 or 2.15.194, it will withdraw the licence, after allowing a postponement, where appropriate, to allow matters to be brought into order.

(text modified on 1.07.12).

#### Organisation

- **2.15.199** Unless otherwise determined by the present §5 or by contractual provisions, Part I, Section II of the UCI cycling regulations shall apply to the licence holder.
- **2.15.200** The licence holder must organise the event each consecutive year throughout the period of validity of the licence and assume all the resulting obligations. The licence holder must comply with the dates set by the UCI WorldTour calendar as annually established by the Professional Cycling Council.
- **2.15.201** The licence holder must not change the format or the type of the event without the prior written consent of the Professional Cycling Council.
- **2.15.202** The licence holder must maintain the professional standard, the quality and the high profile of his event.
- **2.15.203** The licence holder must organise the event according to the usual existing standards as imposed by the UCI and in accordance with the organiser's manual for UCI WorldTour events as established by the UCI.
- **2.15.204** The licence holder must conclude a specific contract with the UCI relating to his event. The provisions of this contract may depart from the present regulations. In this event, the contractual provisions must expressly mention the fact that they depart from the regulations.

## Participation of UCI WorldTeams

**2.15.205** The licence holder must accept the participation of all UCI WorldTeams.

In accordance with article 2.15.127, the UCI WorldTeams have a duty to participate in all the UCI WorldTour events.

(text modified on 1.01.15).

#### Financial transparency

- **2.15.206** The licence holder shall accept the principle of financial transparency by spontaneously and fully informing the Professional Cycling Council and providing all necessary documents and information in the following cases:
  - 1. if the licence holder has or anticipates any financial difficulties including the failure to pay a debt on the due date, insolvency or risk of insolvency, any significant changes in the annual budget, the cashflow plan or the financial planning;
  - 2. if there arises a risk, a dispute, or any other circumstance likely to endanger the financial stability of the holder, the actual organiser or any other intermediary involved;
  - 3. in the event of the failure to meet, for any reason whatsoever, any obligation of the licence holder to a third party creditor.

#### Support for the development of cycle sport

**2.15.207** The licence holder must conduct a policy of support for cycle sport not least by the annual organisation of an event contributing to the development of grass roots cycling. This event may at the organiser's choice be a road event for women, masters, under 23 or junior riders, an event in a cycling discipline other than road racing or a cycling for all event.

In a document annexed to the licence application, the applicant shall indicate in a detailed manner what type of event he proposes to organise during the period of validity of the licence.

#### UCI WorldTour promotion

- **2.15.208** The holder shall participate in the promotion of the UCI WorldTour label in the context of his event in accordance with the promotion and merchandising policy to be contractually agreed between the UCI and the holder.
- **2.15.209** The licence holder shall collaborate with the UCI in the implementation of a marketing policy having regard inter alia to any UCI WorldTour sponsors in such a way as to safeguard the interests of all the parties.
- **2.15.210** The holder undertakes to use the UCI WorldTour logo in accordance with the graphics specifications to be provided by the UCI and to respect the conditions and restrictions of use of the logo and the brand as defined in the contract concluded with the UCI.
- **2.15.211** All the rights and obligations of each party as regards promotion of the UCI WorldTour shall be detailed in the contract concluded between the licence holder and the UCI.

#### Supervision and penalties

**2.15.212** The holder of the UCI WorldTour event licence and any other licence-holder must give to the UCI, upon first request, any document or information which it deems useful for verifying compliance with the regulations, contracts or legislation. In case of refusal and without prejudice to the application of article 2.15.183 or of any other consequences, the holder of the licence in question and/or any licence-holder shall be liable to a fine of between CHF 5,000 and 10,000.

#### § 6 Licence commission

**2.15.213** The licence commission allocates and withdraws the licences for the UCI WorldTour, reduces their period of validity, and pronounces on the registration of UCI WorldTeams

and on other disputes regarding UCI WorldTour licences as set out in the present chapter.

(text modified on 1.01.15).

- **2.15.214** The licence commission comprises a president and two other members having no other links with organised cycle sport.
- **2.15.215** The members are appointed by the management committee of the UCI on proposal of the Professional Cycling Council. They are appointed for a period of four years, subject to unlimited renewal. If a member resigns, dies or is prevented from carrying out his duties for any other reason, he will be replaced for the remaining period of his term.
- 2.15.216 Alternate members may be appointed.
- **2.15.217** The licence commission meets when the regulations or the circumstances so require, or at the request of the UCI administration. The dates of hearings are determined by the administration of the Professional Cycling Council in consultation with the president of the commission.

(text modified on 1.07.10).

- **2.15.218** The hearings of the licence commission are not held in public. The deliberations of the commission are held in camera.
- **2.15.219** The commission may meet with only two members, subject to the agreement of the absent member. The members may also deliberate using any means of communication.
- **2.15.220** The decisions of the licence commission shall be taken by majority. They shall be in writing, dated and signed. The signature of the president shall suffice.
- **2.15.221** Decisions assenting to the request of a licence applicant or holder or a UCI WorldTeam do not need to be justified. Other decisions must be justified.

(text modified on 1.01.15).

- **2.15.222** The decisions shall be sent to the interested parties by fax and by registered letter.
- **2.15.223** The UCI administration shall provide registry services for the commission.
- **2.15.224** Members of the commission shall have a duty of confidentiality regarding the matters entrusted to them which shall persist after the end of their term.
- **2.15.225** The working languages of the commission shall be French and English. Proceedings are carried out exclusively in the language of the application for a UCI WorldTour licence or of the application for registration, unless otherwise agreed by the parties to the procedure. Without prejudice to the provisions for the licence application procedure, the commission may demand a certified translation into French or English of any documents drafted in another language, failing which the document will be disregarded.

## § 7 Appeal before the Court of Arbitration for Sport (CAS)

- **2.15.226** Unless otherwise specified, the decisions of the licence commission may be appealed solely to the CAS.
- **2.15.227** Either the failed applicant for a licence or the licence holder shall have the right of appeal.

An applicant or holder of a UCI WorldTour licence or a UCI WorldTeam may not appeal against a decision of the licence commission regarding another applicant or UCI WorldTour licence holder or another UCI WorldTeam.

(text modified on 18.06.07; 1.01.15).

- **2.15.228** The appeal will be heard by the accelerated procedure in accordance with the following provisions.
- **2.15.229** The time limit for appeal is fifteen days from the day following receipt by fax of the decision challenged. The period of the 25 December to the 2 January inclusive is not included in this time limit.
- **2.15.230** The appeal must take the form of a reasoned statement of appeal lodged with the CAS comprising the following elements:
  - 1. the full name and address of the appellant and of the UCI;
  - 2. in the case of a decision under articles 2.15.024 or 2.15.164, the full name and address of the other applicants for the licence concerned;
  - 3. a copy of the challenged decision;
  - 4. a copy of the regulatory provisions authorising appeal to the CAS;
  - 5. a description of the facts and legal arguments on which the appeal is based. If the conditions above are not completed when the statement of appeal is lodged, the court office of the CAS may give the appellant a single and brief delay in which to complete the statement, failing which the appeal shall be deemed to have been withdrawn.
- **2.15.231** The appellant shall append to his statement of appeal all the documents, witness statements and other evidence which he proposes to invoke, subject to article 2.15.240.
- **2.15.232** The appellant shall indicate in his statement of appeal which witnesses and experts he intends to call at the hearing, failing which these witnesses and experts will not be heard, unless with the agreement of parties or the contrary decision of the panel.
- **2.15.233** When lodging the statement of appeal, the appellant shall pay a court office fee of CHF 500, in the absence of which the CAS will not proceed. This payment shall be retained by the CAS.
- **2.15.234** The court office of the CAS shall determine the amount and the conditions of payment of the costs provision or provisions payable.
- 2.15.235 Within fifteen days of the day of the receipt, by fax, of the statement of appeal, the UCI and, where applicable, the other applicants or holders of a UCI WorldTour licence, can submit to the CAS an answer containing the following elements:1. a statement of defence;

- 2. any defence of lack of jurisdiction;
- 3. any counterclaim;
- 4. all documents and evidence which the UCI or the parties wish to present, including the names of witnesses and experts he wishes to be heard;
- 5. any written witness statement.

If a respondent fails to lodge his answer within the time provided, the panel may nevertheless continue the proceedings if no reply is received within the deadline.

The period of the 25 December to the 2 January including is not included in the time limit for submission of the answer.

(text modified on 18.06.07).

- **2.15.236** The parties are not allowed to present further arguments, nor produce new documents, nor offer further evidence after the submission of their notice of appeal or answer.
- **2.15.237** The appeal shall be submitted to a panel of three arbitrators appointed by the president of the CAS appeals arbitration division or his deputy.
- **2.15.238** The hearing will take place at the earliest opportunity, at a date determined in advance by the CAS.
- **2.15.239** The CAS shall examine only whether the contested decision was arbitrary, i.e. whether it was manifestly unsustainable, in clear contradiction with the facts, or made without objective reasons or subsequent upon a serious breach of a clear and unquestioned rule or legal principle. It may only be overturned if its outcome is found to be arbitrary.

(text modified on 21.09.06).

**2.15.240** The appeal is judged on basis of the licence application documentation as it stands at the moment when the licence commission has taken its decision. There may be no subsequent additions to this documentation. The documents, statements and written evidence which the appellant intends to raise before the CAS can only refer to the same elements as found in the licence commission's file or which the commission took into account in its decision.

(text modified on 21.09.06; 18.06.07).

**2.15.241** Should the contested decision be judged to be arbitrary it shall be annulled and the CAS shall make a new decision that shall replace the contested decision. This decision shall settle the case definitively. No further appeal shall be admitted.

However should the annulment of the contested decision open the way to a new allocation of the licences or a new award of a licence for which there is more than one candidate, the case shall be returned to the licence commission. After consulting the parties, the commission may, if it considers that it is in possession of adequate information, renounce any further documentary submissions and/or hearings. The case shall then be adjudged on the basis of the licence application documentation as submitted to the commission on the occasion of its initial decision.

(text modified on 21.09.06; 18.06.07).

**2.15.242** Unless otherwise specified in the present section, the Code of Sports-related Arbitration shall apply.

## § 8 UCI WorldTour reserve and solidarity fund

**2.15.243** As of 2015, no new contributions are made to the UCI WorldTour reserve and solidarity fund.

(text modified on 22.01.07; 1.01.14; 24.09.14).

**2.15.244** When the reserve fund reaches a sum equivalent to CHF 9,000,000, the surplus shall be paid into a fund for solidarity and for the development of cycling.

#### **Reserve fund**

- **2.15.245** The reserve fund will be used for the following objectives:
  - 1. to support a UCI WorldTeam or the organiser of a UCI WorldTour event in the event of temporary difficulty;
  - to carry out any projects to strengthen or develop general interest objectives to the benefit of all the UCI WorldTour partners;
  - 3. the interest on the reserve fund shall be added to the capital.

(text modified on 24.09.14; 1.01.15).

#### Solidarity fund

- **2.15.246** The solidarity fund will be used for development projects in relation to cycling: cycling for all, developing countries, social sector, youth etc.
- **2.15.247** The interest on the fund shall be added to the capital.

#### Use of the fund capital

2.15.248 Projects may be introduced as from 2007.

(text modified on 1.01.07).

**2.15.249** Any UCI WorldTour partners (UCI, WorldTeam, organiser) may submit a project to the UCI WorldTour council.

(text modified on 1.01.15).

**2.15.250** Should the Professional Cycling Council accept the principle of the project, it will appoint a study commission to report back to it. The study commission may include or consult specialists depending on the type of the project.

The final decision shall be taken by the council.

**2.15.251** The costs of studying the proposal will be paid from the capital of the fund in question.

#### Fund management

- **2.15.252** The administrative and financial management of the funds will be provided by the UCI finance department.
- **2.15.253** The financial director of the UCI shall draw up an annual report on the use of the sums mentioned in article 2.15.243 and on the fund management. The report will be submitted to the Professional Cycling Council for approval.

## § 9 General provision

**2.15.254** Public holidays and non-working days are included in the calculation of the deadlines set in the present chapter. If the last day of the deadline falls on a public holiday or non-working day in Switzerland, the deadline shall expire at the end of the first following working day.

### § 10 Events included in the UCI WorldTour calendar without a licence

(paragraph introduced on 1.01.05; replaced on 1.01.06).

- **2.15.255** The UCI WorldTour calendar includes, in addition to the events for which the organiser has obtained a licence, other events as decided by the Professional Cycling Council. These events are governed by the UCI regulations in general, to the exclusion of articles 2.15.001 to 2.15.254. The status of these events in the WorldTour calendar is governed exclusively by the provisions of this paragraph which take precedence over any contrary provision.
- **2.15.256** If there is a change of material organiser of the event in the course of the year, the organiser must inform the council of the UCI WorldTour about this.
- **2.15.257** The organiser may have no financial connection with any UCI WorldTeam.

(text modified on 1.01.15).

- **2.15.258** The organisers must maintain the level of professionalism, the quality and the reputation of their events and organise them according to existing normal standards as set out by the UCI.
- **2.15.259** The format and nature of an event may only be altered with the consent of the of the Professional Cycling Council and the owner of the event.

#### Calendar fee

**2.15.260** A calendar fee has to be paid by the organiser into the UCI's bank account.

The fee amount is set by the Professional Cycling Council.

If the UCI's account is not credited within the time period set, a fine of CHF10,000 is payable into the reserve and solidarity fund of the UCI WorldTour.

#### Participation of UCI WorldTeams

**2.15.261** The organisers of events must allow participation of all UCI WorldTeams at each one. UCI WorldTeams are obliged to take part in all events in the UCI WorldTour calendar, subject to an agreement between the organiser and all of the teams on the participation allowance for each event.

(text modified on 1.01.15).

2.15.262 Without prejudice to disciplinary sanctions laid down in the rules, any team or members of a team whose presence will seriously damage the image of cycling or of the event may be excluded from taking part in that event. Exclusion is requested by the organiser or the UCI. If the member(s) or team(s) in guestion does/do not agree to leave the event, the organiser or the UCI shall refer the

case to the Court of Arbitration for Sport before a single judge and in accelerated proceedings. The CAS shall reach a decision taking account of all relevant interests.

#### Financial transparency

**2.15.263** The organiser shall immediately inform the Professional Cycling Council in the event of any financial difficulty or any other circumstances that may threaten the organisation of the event or compliance with obligations relating to the event.

#### Supporting the development of the sport of cycling

**2.15.264** The organiser must adopt a policy of supporting the sport of cycling, in particular through the annual organisation of an event that contributes to the development of grass-roots cycling. This event might be a road race for women, masters, under-23s or juniors, an event in a cycling discipline other than road cycling or a cycling event for all.

#### Promotion of the UCI WorldTour

- **2.15.265** The organiser alone decides on the exploitation, particularly the commercial exploitation, of its event. The organiser is and remains the sole owner of all rights and of all data relating to its event, in particular and without restriction all rights relating to its organisation, access to the public, exploitation, reproduction, representation and adaptation, in whatever form and by whatever means or mechanisms, whether existing or future. Consequently, the organiser may exercise these rights as it sees fit and without any restriction whatsoever, and has sole authority to transfer them in full or in part to third parties.
- **2.15.266** [article abrogated on 01.07.09]
- 2.15.267 The organiser shall only use the UCI WorldTour logo with the consent of the UCI.

## Chapter XVI PROFESSIONAL CONTINENTAL TEAMS

(chapter replaced on 1.09.04)

#### Identity

**2.16.001** A professional continental team is an organisation created to take part in road events open to professional continental teams as per article 2.1.005. It is known by a unique name and registered with the UCI in accordance with the provisions below.

The professional continental team comprises all the riders registered with the UCI as members of the team, the paying agent, the sponsors and all other persons contracted by the paying agent and/or the sponsors to provide for the continuing operation of the team (manager, sports director, coach, paramedical assistant, mechanic, etc.).

Each professional continental team must employ at least 16 riders, 3 sports directors and 5 other staff (paramedical assistants, mechanics, etc.) on a full time basis for the whole registration year.

(text modified on 26.06.07; 1.07.12).

**2.16.002** The sponsors are persons, companies or organisations that contribute to the funding of the professional continental team. A maximum of two of the sponsors shall be designated the principal partners of the professional continental team.

If neither of the two principal partners is the paying agent for the team, this paying agent may only be a physical or legal person whose sole trading income is income from advertising or sponsorship and the sole activity the operation and development of the professional continental team. The whole income is allocated for this activity only. The available profit in the balance sheet should not exceed 10% of the turnover and must be used in accordance with the legal provisions in force in the country of the professional continental team. The allocation of the profit can only be decided after the annual accounts have been established and audited.

No advance payment of profits may be made to beneficiaries during the course of the year.

(text modified on 26.06.07).

**2.16.003** The principal partner(s) and the paying agent shall commit themselves to the professional continental team for a whole number of calendar years.

Any contract relating to the income for the professional continental team must be signed directly with the party actually responsible for paying this income.

(text modified on 01.01.07).

- **2.16.004** The principal partner(s) and the paying agent may act in that capacity with respect to one professional continental team only.
- **2.16.005** The name of the professional continental team may be that of the company or brand name of the principal partner or the two principal partners, or of one of the two, the name of the paying agent, or any other name related to the project of the continental professional team.

The UCI may refuse any name which is likely to damage the reputation or the image of cycling or of the UCI.

(text modified on 1.07.09).

- **2.16.006** No two professional continental teams, their principal partners or paying agents, may bear the same name. Should application for a new and identical name be made simultaneously by two or more teams, priority shall be given to the team which has used the name for the longer or longest time.
- **2.16.007** The nationality of a UCI professional continental team is determined, at the team's discretion, by:
  - 1) The country of the registered office of the paying agent, or
  - 2) A country where a product or service of a principal partner is marketed under the name of the UCI professional continental team or of an element of that name.

The UCI administration must be notified of this choice no later than 1 October before the registration year. By default, the nationality of the UCI professional continental team will be determined by the country of the registered office of the paying agent.

The choice of a country where a product or service of a principal partner is marketed under the name of the UCI professional continental team or of an element of that name shall stand throughout the registration period and cannot be changed unless the principal partner in question ceases to hold that status. In this case, the UCI professional continental team can make a new choice as per the first paragraph.

The change of nationality will take effect on 1 January after the UCI administration is notified.

(text modified on 1.04.11; 1.07.11).

#### Legal and financial status

**2.16.008** The paying agent shall represent the professional continental team for all purposes as regards the UCI regulations.

The paying agent must be a person legally entitled to take on employees. He/it shall sign the contracts with the riders.

The paying agent may act only through individuals who hold a licence.

The paying agent and the principal partners shall be jointly and severally liable for all the financial obligations of the professional continental team to the UCI and national federations, including fines.

The registered offices or professional domicile of the paying agent shall be located in the country in which the paying agent will be subject to income taxes and social security charges as an employer for all its activities concerning the professional continental team.

The paying agent must keep separate accounts for the activities of the professional continental team. The administration of the UCI may issue directives for the procedures for such accounts. On its request or on the request of the UCI, the accounts for the current and/or preceding years must be submitted to the auditor specified in article 2.16.013.

If the auditor appointed by the UCI notices during the registration procedure that the directives for the procedures for the accounts have not been respected, the registration of the team may be refused.

(text modified on 20.10.05; 26.6.07).

**2.16.009** The paying agent and the principal partners must inform the UCI without delay of the following: a change of domicile or registered offices, reduction in capital, change of legal form or identity (merger, takeover), request for or implementation of any agreement or any measure concerning all creditors.

The information specified in the present article must also be sent at the same time to the auditor appointed by the UCI.

#### Registration

- **2.16.010** Each year professional continental teams must apply to the UCI for registration for the following year, referred to hereinafter as the "registration year", in accordance with the procedures set out below.
- 2.16.010 On 15 August at the latest, without prejudice to the penalties for delay foreseen in this chapter, the team applying for professional continental team status must submit to the UCI the official form sent out by the administration of the UCI with which the team requires the delivery of the registration documents.

Any demand filed outside the above-mentioned term will be automatically disregarded.

The demand must mention the name and address of a contact person of the team applying for professional continental team status, who shall be in charge of the registration procedure. Otherwise, the demand will be inadmissible.

The administration of the UCI will acknowledge receipt of the demand and send the registration documents to the person in charge of the team applying for professional continental team status' file, mentioned in its demand. Without this official demand, the registration as professional continental team will not be possible.

Only a team whose application for a UCI WorldTour team licence has been rejected can file a demand for registration as professional continental team outside this term. Such demand must be submitted to the UCI at the latest 5 days after having received the decision of the licence refusal. In that event, the administration of the UCI will set the term to establish a registration file.

(text modified on 26.6.07; 1.07.10; 1.10.10).

**2.16.011** By 1<sup>st</sup> August preceding the registration year, the UCI continental professional team or the licence applicant must submit to the UCI offices the text, in French, English, Italian or Spanish, of the bank guarantee which it intends to set up.

In addition, the UCI reserves the right to request from the team the submission of the text, in French or English, of the standard contract or contracts with its riders by 1<sup>st</sup> August.

The documents in question are submitted for information only. The UCI is under no obligation to examine them at this stage. However, without prejudice to other reasons for rejection, if a contract signed with a rider does not correspond with the model

contract specified in article 2.16.052 it will be rejected during the registration procedure as a professional continental team.

The professional continental team shall remain solely responsible for the compliance of its documents with the requirements of the regulations and, where applicable, any compulsory legal requirements.

By September 1<sup>st</sup> preceding the registration year, the continental professional team or the licence applicant must submit to the UCI offices:

- the payment of the registration fee into the UCI account.

In the event of delay the registration fee will automatically be increased by CHF 500 per day.

No refund will be made in case the registration is refused.

(text modified on 01.06.06; 25.06.07; 1.07.10; 1.10.10; 1.02.11; 1.08.13).

- **2.16.012** By 1<sup>st</sup> October prior to the registration year the team applying for professional continental team status must submit the following to UCI headquarters:
  - 1. The original of a first-demand bank guarantee in line with the model set out in article 2.16.054, in French, English, Italian or Spanish and valid up to 31 March of the year following the registration year. The total of this guarantee must be at least that of the guarantee provided by the professional continental team for the current year and no lower than the minimum amount set under article 2.16.024;
  - 2. A list comprising:
  - a) the exact name of the professional continental team;
  - b) the address (including telephone and fax numbers and e-mail address) to which all communications to the professional continental team can be sent;
  - c) the name and address of the principal partners, the paying agent, the manager, the sports director, the assistant sports director and the team doctor;
  - d) the surnames, forenames, addresses, nationalities and dates of birth of the riders;
  - e) the list of the division of tasks mentioned in article 1.1.082;
  - f) the name of the person responsible for registration and accounting, who will be the primary contact throughout the registration process.

In the event of delay the registration fee will automatically be increased by CHF 500 per day.

Furthermore the examination of the application will not start until all the conditions are fulfilled and the team in question will not be able to claim professional continental team status.

(text modified on 20.10.05; 25.09.07; 1.01.09; 1.07.10).

**2.16.013** Registrations will be accepted on the basis of the following criteria:

- ethical
- financial
- administrative.

The financial and administrative criteria are assessed on the basis of a report drawn up by the auditor appointed by the UCI. This report will be issued following an audit for which the aims and procedure are set each year by the UCI administration.

(text modified on 20.10.05; 1.07.10).

#### Criteria

- **2.16.013** The ethical criterion takes account inter alia of the respect by the team or its members a for:
  - a) the UCI regulations, inter alia as regards anti-doping, sporting conduct and the image of cycling;
  - b) its contractual obligations;
  - c) its legal obligations, particularly as regards payment of taxes, social security and keeping accounts;
  - d) the principles of transparency and good faith.

(article introduced on 1.07.10).

2.16.013 The financial criterion is assessed on the basis of the report by the auditors appointed by the UCI, taking account primarily of resources and financial stability.

(article introduced on 1.07.10).

2.16.013 The administrative criterion primarily covers the compliance of the application and registration documentation (contracts, insurance, bank guarantee, etc.) and the professionalism and rapidity with which this documentation is assembled, and respect for deadlines.

(article introduced on 1.07.10).

**2.16.014** The team applying for professional continental team status must submit all the documents and information required for the audit to the auditor appointed by the UCI no later than 1<sup>st</sup> October of the year preceding the year for which registration is being applied for (registration year).

In the event of delay the registration fee will automatically be increased by CHF 500 per day. This increase shall not be cumulative with that applied under article 2.16.012 where they apply to the same period. The team in question may not claim the status of professional continental team.

Furthermore the audit shall be postponed until such time as the documentation is in order.

The documents required for the audit will also include all the contracts signed with riders. The number of these contracts, approved by the auditor, must be at least 10 by 1<sup>st</sup> October and 15 by 20 October. All the contracts, numbering at least 16, must be submitted to and approved by the auditor no later than 1 December.

As a first step, the professional continental team or the applicant may send the contracts signed with the riders bearing a scanned signature. In that event however, the original must be received by the auditor no later than 30 days after receipt of the contracts bearing the scanned signature.

The budget and the bank guarantee to be submitted by 1 October must take account of all the riders that the professional continental team intends to recruit.

Any costs incurred for additional work, including random checks, carried out by the auditor on the professional continental team or a team applying for that status before or after its registration may be invoiced to the team as additional auditing costs.

(text modified on 1.07.10; 1.04.11; 15.08.14; 1.07.15).

**2.16.014** After the 1<sup>st</sup> October deadline, the auditor shall make a report to the UCI concerning the registration documents submitted by the entity seeking the status of continental professional team. This report shall expressly state whether the dossier includes the following required documents: the sponsorship contracts duly signed with the principal partners, the bank guarantee, and for new teams only, a description of the structure of the team and a copy of the deed of incorporation of the paying agent. The report does not constitute validation of the compliance of these documents with the applicable legal or regulatory requirements.

The entity seeking the status of continental professional team will receive a copy of this report.

Following this report, the UCI will publish on its web site the entities seeking the status of continental professional teams which have submitted registration documents including all the required documents listed above.

Note: a failure to submit all the documents required will give the riders the right to terminate their contracts as provided for under article 8.1.f of the model contract under article 2.16.052.

Furthermore, the penalties for lateness set out in articles 2.16.012 and 2.16.014 remain applicable.

(text modified on 1.07.09; 1.07.10; 1.08.13).

**2.16.015** For each rider and each other person contracted by the professional continental team following its registration, the auditor appointed by the UCI shall issue an additional report.

An additional report is also required should the team's total value of contractual benefits increase without adding to the riders or staff.

Where applicable an additional bank guarantee must be set up.

**2.16.016** On 1<sup>st</sup> November, the UCI administration will issue its assessment of the professional continental teams and applicants for that status.

The files of all professional continental teams which are considered to have satisfied the sporting criterion according to articles 2.15.011a and 2.15.011b shall be transferred to the licence commission in order to commence a procedure to grant a UCI WorldTour licence, following article 2.15.009 ff.

Professional continental teams which are considered not to have satisfied the sporting criterion according to articles 2.15.011a and 2.15.011b, but whose documentation is found to be in order by the UCI administration on 1<sup>st</sup> November of the registration year at the latest, shall be registered directly as professional continental teams for the following registration year.

If the UCI administration decides that it is unable to register the team, it will notify the applicant.

Unless the team withdraws its application, the UCI administration will refer the case to the licence commission.

(text modified on 1.06.06; 26.06.07; 1.07.10; 1.06.14).

2.16.016 By being registered, the professional continental team commits to participate in the biological passport programme.

(article introduced on 1.07.10).

- **2.16.017** If a declined application is referred to the licence commission under article 2.16.016 then the procedure shall be as follows.
  - 1. The licence commission summons the applicant team to a hearing with a minimum of 10 days' notice, unless otherwise agreed with the applicant team.
  - 2. The team must lodge any documents in support of its registration application to the commission in three copies, with one copy to the UCI, at least 5 days before the date of the hearing.

Documents lodged after this deadline shall be automatically disregarded.

- 3. At least 5 days before the date of hearing, the team shall notify the licence commission and the UCI of the identity of those persons who will represent him or attend the hearing. The licence commission may refuse to hear any persons not notified within this time.
- 4. The UCI may participate in the hearing. The auditor appointed by the UCI may be heard at the request of the team, the UCI or the licence commission.
- 5. The licence commission shall apply the assessment criteria set out in article 2.16.013 ff.

The decision of the licence commission is final and without right of appeal.

(article introduced on 1.07.10).

**2.16.018** The professional continental team must inform the UCI within one week should any of the persons or entities mentioned in points 3 and 4 of article 2.16.012.2 leave the professional continental team for any reason whatsoever.

Likewise any change to the information in the list mentioned in article 2.16.012.2, must be submitted to the UCI within one week for approval.

If necessary, this approval may be given only upon receipt of the supplementary notice from the auditor appointed by the UCI and a supplementary bank guarantee.

**2.16.019** Professional continental teams which are not registered by the UCI may not take part as such in cycling events.

Only those riders on the list approved by the UCI may take part in cycling events as members of their professional continental team.

Except as provided for under article 2.16.014bis, the UCI will make no automatic statements regarding the progress of the registration procedure. It is the responsibility of interested parties (riders, organisers) to request information from the UCI.

(text modified on 1.07.10).

- **2.16.020** Each licence holder and each professional continental team must give to the UCI, upon first request, any document or information which it deems useful for verifying compliance with the regulations and rights and interests of members of the professional continental team. In case of refusal and notwithstanding any other consequences, the licence holder shall be liable to a fine of CHF 1,000 to 5,000 and the professional continental team a fine of CHF 10,000. Furthermore, the offender may be suspended in accordance with article 12.1.005.
- **2.16.021** The act of annual registration shall imply that professional continental teams and, inter alia, their paying agent and sponsors undertake to respect the constitution and regulations of the UCI and the national federations and to participate in cycling events in a fair and sporting manner.

The act of registering a professional continental team shall not compensate for any failings in the registration documentation nor offences committed by the team or its members. Checks and audits carried out by the UCI are of necessity limited and shall not result in its liability.

**2.16.022** The registration of a professional continental team with the UCI shall give rise to a registration fee payable by the professional continental team. The amount due shall be determined annually by the management committee.

#### Advance registration

**2.16.022** Any new team seeking Professional Continental Team status may request advance registration for the following season before the registration procedure opens.

Advance registration will be granted by the UCI administration on the basis of the essential documents described in Art. 2.16.014bis and the budget mentioned in Art. 2.16.014, submitted to the auditor by the new team requesting Professional Continental Team status.

Any new team that has been granted advance registration remains subject to the evaluation requirements and deadlines scheduled by Articles 2.16.013 and 2.16.014. A dossier that is considered insufficient will be sent to the Licence Commission which shall give a ruling on whether to cancel the registration in accordance with the procedure of Art. 2.16.017.

(article introduced on 1.06.14).

#### Bank guarantee

**2.16.023** Each professional continental team shall furnish the UCI with a first-demand (abstract) bank guarantee in accordance with the model in article 2.16.054. The guarantee shall be drawn up in French, English, Italian or Spanish by a banking institution included on a list prepared by the administration of the UCI.

The purpose of that bank guarantee is intended for:

- to defray debts related to the registration year, in accordance with the procedure set out below, incurred by the paying agent and the sponsors towards other licence holding members (riders, coaches, mechanics, etc.) of the professional continental team or team applying for professional continental team status in consideration of their services for the operation of the professional continental team;
- 2. to cover the payment of any outstanding fees, expenses, indemnities, fines, penalties and charges imposed by or in virtue of the UCI regulations or related to their application.

(text modified on 20.10.05; 1.07.10).

- **2.16.023** For the application of provisions regarding the bank guarantee:
  - i
- 1. The following are considered as debts incurred in consideration of services by the licence-holder for the operation of the team:
  - at the moment of the request to draw on the bank guarantee: unpaid sums due under contract;
  - in case of breach of the contract: sums due under contract not exceeding those corresponding to services anticipated within the remaining period of the contract. These sums constitute a contractual debt at the moment of the breach of the contract;
  - late payment interest on the sums mentioned above up to a maximum of 5%.

The following are not considered as debts incurred in consideration of services by the rider for the operation of the team, in particular:

- other benefits in case of breach of contract, prize monies, legal fees and costs of proceedings.
- Debts contracted by any other party in return for the services of a rider or any other member under contract for the benefit of the professional continental team shall be considered as debts contracted by the paying agent and the sponsors and covered by the guarantee, inter alia debts contracted under the contracts referred to in articles 2.16.037, 2<sup>nd</sup> paragraph and 2.16.040, 3<sup>rd</sup> paragraph;
- 3. The companies through which the licence holders concerned, apart from the riders, carry out their activities for the operation of the professional continental team shall be considered as members of the professional continental team.
- 4. The definitions above are without prejudice to the question of whether a request is founded in any particular case.

(article introduced on 1.07.10).

**2.16.024** The total of the guarantee shall represent a quarter of all the gross sums to be paid by the professional continental team to the riders and persons contracted for the operation of the team during the registration year plus the amount of CHF 15,000.

Should the total amount of the guarantee set out in article 2.16.012, point 1, be less than the sum mentioned in the first paragraph of the present article, a supplementary guarantee must be arranged and submitted to the UCI before registration of the professional continental team.

In no event may the total amount of the bank guarantee be less than CHF 300,000. If the total contractual benefits increase following the arrangement of the guarantee, the total sum of the bank guarantee must be increased proportionately. Professional continental teams must inform the UCI immediately of such an increase and specify the amount and the reason. They must also send forthwith to the auditor appointed by the UCI the documents relating to the increase, including, inter alia, the additional bank guarantee. The auditor appointed by the UCI shall issue a supplementary report to the UCI.

The guarantee must be drawn up and payable in CHF, EUR or USD. The rate of exchange to be applied when the guarantee is set up is that of 1 September of the year before the registration year.

(text modified on 1.07.09; 1.07.10).

**2.16.025** Should the bank guarantee be revealed to be inadequate the professional continental team shall be subject to a fine of between CHF 5,000 and 50,000. Furthermore the professional continental team shall be suspended automatically should it fail to arrange the additional guarantee within one month of the date of the decision imposing the fine and shall remain suspended for as long as it fails to do so.

The UCI may not be held liable for the inadequacy of the bank guarantee.

(text modified on 1.07.10).

**2.16.026** For the first registration year, the guarantee shall be valid from 1 January of the first registration year until 31 March of the following year.

From the second registration year, and for the following years, the bank guarantee may stipulate that it will only be due for payment at the latest as of 1<sup>st</sup> April of the registration year, including for the come due in January, February and March.

In any case, the bank guarantee shall be valid until 31 March after the registration year covered by the guarantee.

(text modified on 5.02.15).

**2.16.027** 1§ The UCI shall draw on the bank guarantee in favour of the creditor mentioned in the second paragraph of article 2.16.023 except in the event that the claim is clearly unfounded. The professional continental team shall be notified of the creditor's claim and the call on the guarantee.

For any call on the bank guarantee, the UCI shall draw, in addition to the amount claimed by the creditor, the sum of CHF 500 as costs. This sum shall be applied for each creditor who calls up the bank guarantee, up to a maximum of CHF 15,000 per bank guarantee. In case of payment by UCI of a seized amount from a bank guarantee, all bank fees are exclusively at the expense of the beneficiary.

The creditor shall not be actually paid until one month has elapsed from the time the sum was allocated from the guarantee. If, in the interim, the professional continental team files a written objection to the payment of the money to the creditor, the UCI shall pay the sum at issue into a special account and shall subsequently distribute it in accordance with any agreement reached between the parties or according to an enforceable judicial or arbitral ruling.

2§ Should the creditor fail to take proceedings against the paying agent before the body stated in his contract or such body as he may consider competent on other grounds within three months of the date of his call on the guarantee, the paying agent may call on the UCI to release the funds in his favour.

The funds shall be released should the creditor fail to take proceedings within one month of the despatch of notice by the UCI or to submit proof to the UCI of such proceedings within the following fifteen days. Should the body before which proceedings are taken declare itself not competent to rule the creditor shall resubmit his claim within one month of being informed of the decision. Should this not be the case the paying agent may call on the UCI to release the funds in his favour. The funds shall be released should the creditor fail to take further proceedings within one month of the despatch of notice by the UCI or to submit proof to the UCI of such proceedings within the following fifteen days.

(text modified on 1.07.09; 1.07.10).

- **2.16.028** Should the claim exceed an amount equivalent to three months of contractual benefits and the conditions for payment be fulfilled, only an instalment amounting to three months of contractual benefits may be paid initially. The acknowledged balance of the debt may be paid from the main guarantee should that guarantee not have been exhausted by the end of its period of validity. Should there be more than one creditor, the balance available under the guarantee shall be shared proportionally amongst them.
- **2.16.029** The UCI may call up the bank guarantee if fees, expenses, indemnities, fines and penalties or charges imposed by or in accordance with UCI regulations or related to their application remain unpaid provided that the guarantee has not been used up by the end of its period of validity and, if applicable, after payments pursuant to article 2.16.028 have been made.
- **2.16.030** The UCI can despatch notice to a team in case the guarantee is called up. A professional continental team whose guarantee is drawn upon shall be automatically suspended if the guarantee is not made up to its full amount within one month after the UCI's despatch of notice.

(text modified on 1.10.09)

**2.16.031** The creditor must make application to the UCI for the guarantee to be called up by 1 March before its expiry date at the latest. Documentary evidence must be provided with the application.

In its absence the UCI may disregard the application.

A creditor may not apply for the guarantee to be called up in respect of a contract unless he shall have submitted a duplicate of his copy to the auditor appointed by the UCI by 1 January of the registration year or, for contracts signed later than 1 December of the year before the registration year, one month from the date of signing.

However, the right to the guarantee will apply:

- 1. for contracts submitted to the auditor appointed by the UCI by others;
- 2. subsequently to the extent that the guarantee has not been exhausted on its expiry date.

#### Teams and riders

**2.16.032** The number of riders in each professional continental team shall be no fewer than sixteen (16).

The maximum number of riders per professional continental team which may be registered with the UCI is restricted according to the number of new professionals under contract (within the meaning of article 7 of the joint agreement concluded between the CPA (Cyclistes Professionnels Associés – Associated Professional Cyclists) and the AIGCP (Association Internationale des Groupes Cyclistes Professionnels – International Association of Professional Cycling Teams)) in the following manner:

Number of new professionals under contract	Maximum number of riders registered	
to the professional continental team	with the UCI	
0	28	

1	29
2 or more	30

If the number of riders is fewer than the minimum permitted, the UCI shall give notice to the continental professional team and set it a period of 30 days within which to regularise the situation. If this does not occur, the continental professional team shall be liable to a fine of between CHF 5,000 and 50,000. To determine the fine, the UCI shall take specific account of the reduction in the wages bill from which the team benefits during the period for which it is under strength.

The payment of the fine does not release the continental professional team from the obligation to once more take on the minimum number of riders.

In the event of persistent failure to comply, the continental professional team will be suspended.

The continental professional team shall not be obliged to replace a rider that it has dismissed for a violation of the antidoping regulations. For this purpose, a positive result for both A and B samples shall be considered as a violation of the antidoping regulations.

(text modified on 25.06.08; 1.01.10; 1.10.11; 1.10.12; 1.08.13).

- **2.16.033** In the period between 1 August and the end of the year, each professional continental team may engage three elite or under 23 riders on the following conditions:
  - 1. in the case of an elite rider, he shall not previously have belonged to any professional continental team or UCI WorldTeam;
  - the professional continental team must notify the UCI of these riders' identity before 1 August;
  - the professional continental team shall obtain the authorisation of the national federation of the rider and, as the case may be, of the continental team for which the rider has been registered;
  - 4. such riders may be engaged with only one professional continental team during this period;
  - 5. these riders may not participate in UCI WorldTour races;
  - 6. The riders in question may continue to take part in events in their club team or, if appropriate, in their UCI continental team.

In all other respects, the relationship between these riders and the professional continental team may be determined by mutual agreement between the parties.

(text modified on 1.01.02; 1.01.03; 1.01.04; 1.01.05; 1.01.06; 1.01.09; 1.01.15).

- **2.16.034** A rider whose professional continental team is entered in a race, may not participate independently of his team on pain of being disqualified and fined from CHF 300 to 2,000.
- **2.16.035** A rider shall not enter into any commitment with an organiser, whomsoever that organiser may be, with a view to participating in a race, without having firstly obtained the agreement of his paying agent or of the paying agent's delegate. That agreement shall be considered to have been granted if, on being duly requested, the paying agent has not replied within ten days.

Any rider in breach of this regulation shall be disqualified and fined from CHF 300 to 2,000.

**2.16.036** The rights and obligations of the rider and the paying agent shall be summarised in a written employment contract that shall contain at least the minimum stipulations of the standard contract given in article 2.16.052.

The rights and obligations of the parties shall also be governed by the joint agreement concluded between CPA (Cyclistes Professionnels Associés) and AIGCP (Association Internationale des Groupes Cyclistes Professionnels) and approved by the Professional Cycling Council.

The provisions of the standard contract and the joint agreement shall be applied as of right. Any clause agreed between the rider and the paying agent that impinges on the rights of riders as provided for in the standard contract or the joint agreement shall be null and void.

(text modified on 1.07.10).

# Standard contract between an independent rider and a professional continental team

- 2.16.036 The rider may contract with the continental professional team as a self-employed
  - **bis** worker and be registered as a member of this team, subject to the following conditions:
    - 1. Self-employed status is permissible under the applicable legislation. The paying agent of the UCI WorldTeam is, to the exclusion of the UCI and the auditor, responsible for the verification of such conformity and of the consequences of any non-conformity, without prejudice to the responsibility of the sponsors.
    - 2. The pay of the rider must be at least 164% of the total amount payable under article 10 of the Joint Agreement.
    - 3. For the rest, the contract must comply with articles 5 to 20 of the Joint Agreement, except for the following provisions:
      - Article 5: compliance with the standard contract shall be assessed taking account of the present article
      - Article 11, point 2: the frequency of payments shall be agreed between the parties
      - Article 15: this point shall be agreed between the parties
      - Article 16, point 1: this point shall be agreed between the parties

Article 17, point 1: this point shall be agreed between the parties

- 4. Should the legally applicable social security regime not require the insurance mentioned in article 22.3 of the Joint Agreement, the rider must take out such insurance.
- 5. The rider must have taken out the insurance mentioned in article 23 of the Joint Agreement.
- 6. The contract with the rider must require him to provide evidence of the social benefit or insurance cover mentioned above, without which he may not be registered as a member of the professional continental team. This evidence must be submitted to the professional continental team who will pass it on to the auditor with the audit dossier.
- 7. The first page of the contract must be headed in a striking manner, «contract for a SELFEMPLOYED rider» and summarise the principal obligations of the parties as regards remuneration, tax and social security, as per the standard contract in article 2.16.053bis. The paying agent shall be responsible for the accuracy of these data.

(article introduced on 1.06.06; modified on 1.07.12; 1.01.15).

**2.16.037** The employment contract between the rider and the professional continental team must provide for all services provided by the rider for the benefit of the team, the paying agent and the sponsors, and all remuneration relating thereto. All remuneration and its payment methods must be set out in writing.

In addition to the employment contract, only one image contract may be concluded, subject to the following conditions:

- the person of the rider must represent a commercial value clearly distinct from the rider's sporting value as a member of the team;
- the remuneration granted for image rights must be in return for rights or services that are distinct from the activities of a professional rider; these rights and services shall be set out in a precise manner;
- the remuneration for the activity as a professional rider must correspond to the sporting value of the rider and must in any event exceed double the minimum salary;
- the remuneration payable under the image contract may not exceed 30% of the total remuneration paid to the rider.

(text modified on 1.01.06).

- **2.16.038** A rider's membership of a professional continental team shall necessarily be based on a contract for a fixed term ending on 31 December, in accordance with the procedures set by the joint agreement.
- **2.16.039** The professional continental team shall attach to each contract, on the form drawn up by the administration of the UCI, a list of the legal or contractual insurance benefits to which the rider will, or will not, be entitled.

(text modified on 20.10.05).

#### Insurance

**2.16.039** The professional continental team must take out a civil liability insurance policy for all damages that the riders or other team members may cause in the course of their professional activities, taking account of the insurance policy previously concluded by the person in question and/or by his national federation.

(article introduced on 1.04.11).

- **2.16.040** 1. Any contract between a professional continental team and a rider or other person contracted for the activities of the team, shall be typed and drawn up in triplicate at least with one copy to the rider or person concerned. One original shall be sent to the auditor appointed by the UCI.
  - 2. The parties must sign each page of the contract. Clauses of the contract which are on a page not signed by the rider or other contracted person cannot be invoked against him; the rider or other contracted person may rely on such clauses. The name of the person who signs on behalf of the team must be given on the last page of the contract alongside his or her signature.
  - 3. Without prejudice to article 2.16.037, the parties must declare, on any contract submitted to the auditor appointed by the UCI, any other contract concluded concerning the services of the rider or any other contracted person, to the benefit of the professional continental team, regardless of the nature of the services and regardless of the identity of the parties to these other contracts. The following would be covered, for example:

- a. image, advertising or sponsorship contracts;
- b. contracts signed, directly or via an intermediary, with a principal partner of the professional continental team or with a person, company or other entity linked with the paying agent or a principal partner;
- c. contracts signed with a spouse, a relative, an agent, a mandatory or other intermediary of the rider or other person as specified above, with a company in which he has a holding, holds an office or has any form of interest.

The declaration must be drawn up in line with the model and include the standard elements at the foot of the standard contract in article 2.16.052 for riders and article 2.16.053 for other persons.

All contracts must be included in the budget and in the calculations of the sum for the bank guarantee.

(text modified on 1.06.06).

**2.16.041** On the expiry of the term of the contract, the rider is free to leave the professional continental team and join another team.

All transfer payment systems are prohibited.

#### Transfers

- 2.16.041 A transfer period exists and applies to all changes of team, whether between two UCI
  - **a** professional continental teams or between a UCI WorldTeam and a professional continental team.

The transfer period for any change of team during the season extends from 1 to 15 August.

For any change of team between two seasons, the transfer period extends from 1 August to 31 December.

(article introduced on 1.07.10; text modified on 1.07.11; 1.01.15).

2.16.041 A professional continental team or team applying for that status may only recruit riders during the transfer period. For the purposes of this article «recruit» shall be deemed to mean concluding a contract with a rider to ride for the professional continental team or team applying for that status.

(article introduced on 1.07.10; text modified on 1.04.11).

**2.16.042** A professional continental team or a paying agent that desires to engage a rider who is currently contractually bound to the paying agent for some other team (UCI WorldTeam or professional continental team) shall, before any contact be established with the rider himself, inform the UCI of the date from which it wishes to engage the rider. Similarly, the team must obtain from the UCI a written statement indicating the date of expiry of the contract of the rider as well as any options he has to extend that contract.

(text modified on 1.07.11; 1.01.15).

**2.16.043** Should the professional continental team or its paying agent wish to engage the rider in question in such a way that he would begin to ride for that professional continental team before the expiry of the scheduled term of the contract with his current paying agent, it shall firstly inform the UCI of this intention. Before undertaking any further steps, and especially before contacting the rider, the new professional continental team or paying agent shall make known its intention to the current paying agent of the rider.

The transfer of the rider requires a written and global agreement between the three parties concerned:

the rider, his current paying agent and the new paying agent, and with prior authorisation of the UCI.

In all circumstances, such a transfer is only possible during the transfer periods.

If there is any indication that one or more of the conditions set out in this section have not been respected, the UCI administration shall proceed to a provisional registration of the rider with the new team. At the same time, the case will be brought before the disciplinary commission.

Under no circumstances shall the provisional registration take place if the rider is already registered with another UCI WorldTeam or professional continental team and his contract has not been broken.

Any professional continental team or its paying agent that approaches or engages, albeit conditionally, a rider from a UCI WorldTeam or another professional continental team without the prior agreement of the current paying agent, shall be subject to a fine of CHF 30,000 to 300,000. Individual licence holders involved in such practices shall be liable to a fine of between CHF 3,000 and 30,000.

If these approaches take place outside the transfer period, the fines will be tripled.

Moreover, the offending professional continental team in question shall pay the rider's current paying agent compensation equivalent to the amount of the remuneration for the period of the contract with the current paying agent remaining to run, but no less than six months' salary.

(text modified on 20.10.05; 1.07.10; 1.07.11; 1.01.15).

2.16.043 During the season, no rider already registered with a UCI professional continental team for the current season may join another UCI professional continental team or a UCI WorldTeam outside the transfer periods.

(article introduced on 1.07.10; text modified on 1.07.11; 1.10.13; 1.01.15).

**2.16.044** In no case may a rider move to another team before the expiry of the term with his current paying agent as stipulated in the contract - even if that contract does not run its full term - unless he has prior authorisation from the president of the UCI.

In the case of a merger between professional continental teams or a professional continental team and a continental team, the present provision shall apply to riders of the merged entity who have changed paying agent.

A rider in breach of this article shall be liable to a fine of between CHF 300 and 80,000.

If this breach occurs outside the applicable transfer period, the rider will additionally be suspended for a minimum of one month and a maximum of four months.

(text modified on 20.10.05; 1.07.11).

**2.16.045** For the application of UCI regulations, any move to another professional continental team or a continental team shall be deemed to constitute a new contractual relationship, so that a new contract will have to be concluded in accordance with

articles 2.16.036 to 2.16.038, even if, under applicable legislation, the transfer is effected by a cession of contract, the pursuance of the contract by other parties, the secondment of the rider or any other similar technique.

**2.16.046** Riders and professional continental teams may not reveal that they are involved in negotiations about transfers outside the transfer period. Upon complaint by a prejudiced team or any third party with a legitimate interest, the rider shall be liable to a fine of CHF 2,000 and the professional continental team to a fine of CHF 5,000.

(text modified on 1.10.09; 1.07.10; 1.01.15).

#### Dissolution of a professional continental team

**2.16.047** A professional continental team must announce its dissolution or the termination of its activity or its inability to respect its obligations as soon as possible to the riders, to its other members, and to the UCI.

Once this announcement has been made, riders shall be fully entitled to contract with a third party for the following season or for the period starting at the moment announced for the dissolution, the termination of activities or the inability to perform.

(text modified on 20.10.05).

- **2.16.048** A rider who is under contract to a professional continental team may, subject to the conditions set out below, conclude a contract to ride for another team (UCI WorldTeam, professional continental team or continental team) in the event that his contract with his current professional continental team is terminated prematurely for recognised reasons relating to the financial situation of that professional continental team.
  - 1. The rider must notify the UCI of the situation of his current professional continental team, of his particular position and of his intention to seek another team, prior to signing a contract with that team. The UCI may request information from any interested party.
  - 2. The contract between the rider and the other team must contain the following clause: «The parties confirm that the contract between the rider and his current professional continental team expires only on .... The paying agent recognises and accepts that this contract will be respected. The present contract is concluded provisionally and shall be subject to the premature termination of the contract between the rider and his current professional continental team on grounds previously authorised by the UCI».
  - 3. The contract with the new team shall be lodged with the UCI. Should more than one contract be deposited by the same rider, only the first contract deposited shall be recognised, unless the parties to that contract mutually agree otherwise.
  - 4. Before terminating his contract with his current professional continental team, the rider must have the grounds for such termination authorised by the UCI. The recognition of the grounds shall stand as authorisation to the rider to move to the second team as soon as the contract with his current professional continental team is terminated.
  - 5. The transfer to the second team shall be at the risk of the rider and that team alone: the recognition of the grounds by the UCI or the refusal to recognise such grounds shall not give rise to any claim against the UCI.
  - 6. Should the rider transfer to the other team without fulfilling the conditions above, the penalties provided in articles 2.16.050 and 2.16.051 shall apply.

(text modified on 20.10.05; 1.01.15).

#### Penalties

**2.16.049** Should a professional continental team, as a whole, fail or cease to meet all the conditions of the present chapter, the UCI administration shall refer the case to the licence commission which will start proceedings for the withdrawal of registration, following the procedures set out in article 2.15.040 ff.

(text modified on 1.07.10).

- **2.16.050** Each time a professional continental team participates in a race or enters a rider at the start of a race without having firstly met all the conditions set forth in this chapter, either with respect to the professional continental team as a whole or with respect to the individual rider, the professional continental team shall be liable to a fine of CHF 5,000 per rider. The offending rider will not be permitted to take the start. If he rides nonetheless, he shall be disqualified.
- **2.16.051** A rider in breach of article 2.16.044 shall be liable to a fine of between CHF 300 and 2,000.

In the event of an offence under article 2.16.040, point 3, the parties shall be penalised by a suspension of from one to six months and/or a fine of between CHF 1,000 and 100,000.

# Standard contract between a rider and a professional continental team

2.16.052 Between the undersigned,

(name and address of the employer) paying agent for the professional continental team (name) for whom the principal partners are:

- 1. (name and address) (where applicable, the employer itself)
- 2. (name and address)

hereinafter "the Employer"

ON THE FIRST PART

and: (name and address of the rider) born on of holding a licence issued by

at nationality

hereinafter "the Rider"

ON THE SECOND PART Whereas:

- the Employer is in the process of establishing a team of cyclists who, forming the ..... professional continental team and under the direction of Mr (name of the manager or sports director), he intends to take part during the term of the present contract, in cycling road races governed by the regulations of the UNION CYCLISTE INTERNATIONALE;
- the Rider wishes to join the team (name of the professional continental team);
- both parties are acquainted with and declare that they will abide wholly by the UCI constitution and regulations, and those of its affiliated national federations as well as the joint agreements concluded between CPA and AIGCP and approved by the Professional Cycling Council.

It is thus agreed as follows:

# **ARTICLE 1 - Engagement**

The Employer hereby engages the Rider, who accepts the position, as a road rider.

Participation by the Rider in events in other disciplines shall be decided by the parties case by case.

The engagement shall be subject to the registration of the team as a professional continental team with the UCI. Should such registration not be obtained, the Rider may terminate the present contract without notice or compensation.

#### **ARTICLE 2 - Duration**

The present contract shall be concluded for a fixed period commencing on ... and expiring on 31 December...

Unless the contract has already been renewed, each party shall notify the other in writing no later than the 30 September preceding the termination of the contract of his intentions as to the renewal of the contract. A copy of this notification shall be sent to CPA.

#### **ARTICLE 3 - Remuneration**

1. The Rider shall have the right to gross annual salary of ....

This salary may not be less than the higher of the two following amounts:

a) the legal minimum wage of the country of the nationality of the professional continental team as defined under article 2.16.007;
b) € 30,250 (€ 25,300 for a new professional).

2. If the duration of the present contract is less than one year, the Rider must in this period earn at least the total annual pay set out in article 3.1. Where applicable, the salary due from the rider's previous professional continental team or UCI WorldTeam for the first part of the year in question may be deducted as long as the pay for the duration of the present contract is no lower than the minimum determined under the previous point.

# ARTICLE 4 - Payment of the remuneration

- 1. The Employer shall pay the salary determined under article 3 in 12 equal monthly payments on or before the last working day of each month.
- 2. Should the Rider be suspended under the terms of the UCI regulations or those of one of its affiliated federations, he shall not be entitled to the said remuneration referred to in article 3 for the part of the suspension exceeding one month.
- 3. In the event of a failure to make payment of the net sums of remuneration on their due date as per article 3 or of any other sum which is due, the Rider shall have the right, without notice, to the interest and increases set out in the AIGCP-CPA joint agreement.
- 4. The salary, or any other sum due to the Rider by the Employer, shall be paid by transfer to the bank account no ... of the Rider at the (name of the bank) at (branch where the account is held).

Only the proof of the execution of the bank transfer shall be accepted as proof of payment.

# ARTICLE 5 - Prizes and bonuses

The Rider shall be entitled to prizes won during cycling competitions in which he participated for the professional continental team, in accordance with the regulations of the UCI and its affiliated federations.

Furthermore, the rider shall have the right to the following bonuses:

□ none

□ 1) … 2) …

(please check appropriate box)

#### **ARTICLE 6 - Miscellaneous obligations**

- 1. The Rider may not, for the duration of the present contract, work for any other team or advertise for any other sponsors than those belonging to the professional continental team (name), save in such cases as are provided for in the regulations of the UCI and of its affiliated federations.
- 2. The Employer hereby undertakes to allow the Rider properly to perform his occupation by providing him with the necessary equipment and clothing and by permitting him to participate in a sufficient number of cycling events, either as a member of the team or individually.
- 3. The Rider may not compete in a race as an individual without the express consent of the Employer. The Employer shall be deemed to have given its consent if it has not replied within a period of ten days from the date of the request. In no case may the Rider take part in a road race as a member of any other structure or of a mixed team if (name of the professional continental team) has already entered that race.
- 4. The parties undertake to respect the riders' health protection programme.
- 5. The employer will reimburse the rider all reasonable travel fees incurred in connection with his work.

In the event of selection for a national team, the Employer shall be required to permit the Rider to participate in such races and preparatory programmes as may be determined by the national federation. The Employer shall authorise the national federation to give the Rider any instructions it may deem necessary in connection with and for the duration of the selection provided that it does so solely in connection with sporting matters, in its own name and on its own behalf.

In none of the aforementioned cases shall the contract be suspended.

#### ARTICLE 7 - Transfers

On the expiry of the present contract, the Rider shall be entirely free to leave the professional continental team and sign a contract with a third party, without prejudice to the provisions of the UCI regulations.

#### **ARTICLE 8 - Termination of the contract**

Without prejudice to the legislation governing the present contract, it may be terminated before expiry, in the following cases and on the following conditions:

- 1. The Rider may terminate the present contract, without notice or liability:
  - a) if the Employer is declared bankrupt or insolvent or goes into liquidation.
  - b) if the name of the professional continental team or its principal partners is changed during the course of the calendar year without the approval provided for in article 2.16.018 of the UCI cycling regulations.

- c) if the Employer or a principal partner withdraws from the professional continental team and the continuity of the professional continental team is not guaranteed or else if the professional continental team announces its dissolution, the winding up of its activities or its inability to meet its commitments; should the announcement be made for a given date, the Rider shall continue to perform the contract until that date.
- d) in the event of serious misconduct on the part of the Employer. Serious misconduct is considered to include a failure to permit the Rider, despite his repeated requests, to participate in competitions over a continuous period in excess of 6 weeks or over four discontinuous periods of 7 days each, during which periods at least 1 one-day race on the international calendar took place. Where relevant, the Employer shall be required to prove that the Rider was not in a condition to take part in a race.
- e) if on 1<sup>st</sup> October of the year preceding the registration year covered by the present contract, the continental professional team has not submitted registration documents containing the required documents set out in Article 2.16.014bis, this right of termination lapses on the registration of the team in the first or second division.
- 2. The Employer may terminate the present contract, without notice or liability, in the event of serious misconduct on the part of the Rider or of the suspension of the Rider under the terms of the UCI regulations for the remaining duration of the present contract.

Refusal to ride cycle races, despite being repeatedly called on to do so by the Employer, is, inter alia, considered as serious misconduct.

If need be, the Rider shall have to prove that he was in no state to compete in a race.

Notwithstanding article 6 point 3 of the Joint Agreement, the employer may terminate the contract with a rider with the status of new professional on 31 December of the first year of that contract if the continental professional team is unable to continue operation for the following season. In this instance, the employer must give at least three months' notice.

In the event that the employer is subsequently able to continue operating after having made use of the above right of termination, it shall offer a contract of a duration of one year to the rider, with the same conditions as the contract terminated early.

3. Either party shall be entitled to terminate the present contract, without notice or liability, should the Rider be rendered permanently unable to exercise the occupation of professional cyclist.

# ARTICLE 9 - Defeasance

Any clause agreed upon between the parties that runs counter to the terms of the standard contract between a rider and a professional continental team, to a joint agreement mentioned in article 2.16.036, and/or to the provisions of the UCI constitution or regulations and which would in any way restrict the rights of the Rider shall be null and void.

# **ARTICLE 10 - Arbitration**

Any dispute between the parties arising from the present contract shall be submitted to arbitration and shall not be brought before any court, either in application of a joint agreement mentioned in article 2.16.036 for matters covered thereby, or in accordance with the regulations of the national federation which issued the licence to the Rider or, failing this, the legislation governing this contract.

#### **ARTICLE 11 – Contracts deposited**

The rider shall have the right to ascertain from the UCI-appointed auditor the contract(s) which has/have been submitted to the latter by the paying agent. The contract(s) shall be covered by the bank guarantee subject to the conditions and restrictions set out in articles 2.16.023 to 2.16.031 of the UCI cycling regulations.

# ARTICLE 12 - Declaration

The parties declare that in addition to the present contract,

no other contracts have been concluded in connection with the services of the Rider for the benefit of the professional continental team according to the sense of articles 2.16.037, 2<sup>nd</sup> paragraph, and 2.16.040, 3<sup>rd</sup> paragraph, of the UCI cycling regulations.

Done at ..... on .....

In 3 original copies

The Rider

For the professional continental team The paying agent [name of signatory] Rider's agent

only the contracts below have been concluded in connection with the services of the Rider for the benefit of the professional continental team:

1. Contract title:

Parties:

1. ... 2. ...

Date of signature: Contract in force from ... to ... Total remuneration and other benefits:

2. Contract title:

Parties:

1. ...

2. ...

Date of signature: Contract in force from ... to ... Total remuneration and other benefits:

3. ...

Done at ..... on .....

In 3 original copies

The Rider	For the profession	al continental team	Rider's agent
	The paying agent [name of signatory]		-

(text modified on 20.10.05; 1.06.06; 1.07.09; 1.07.10; 1.04.11; 1.07.11 1.07.12; 1.01.15).

#### Declaration as per article 2.16.040, point 3

2.16.053 The parties declare that in addition to the present contract,

no other contracts have been concluded in connection with the services of the contracting person for the benefit of the professional continental team according to the sense of article 2.16.040.3 of the UCI cycling regulations.

Done at ..... on .....

In 3 original copies

The contracting person For the professional continental team Rider's agent The paying agent [name of signatory]

- only the contracts below have been signed in connection with the services of the contracting person for the benefit of the professional continental team:
- 1. Contract title:

Parties:

1. ... 2. ...

Date of signature: Contract in force from ... to ... Total remuneration and other benefits:

2. Contract title:

Parties:

1. ... 2. ...

Date of signature: Contract in force from ... to ... Total remuneration and other benefits:

3. ...

Done at ..... on ..... In 3 original copies The contracting person For the professional continental team Rider's agent The paying agent [name of signatory]

(text modified on 1.06.06; 1.07.11).

# Model for the first page for the «contract for a SELFEMPLOYED rider»

2.16.053 Contract for a SELF-EMPLOYED rider

bis

Rider: Paying Agent: Contract in force from to Monthly contractual remuneration: Deductions made by the paying agent:

Bank details of the account on which the sums due by the team shall be transferred:

Taxes: VAT: Social Security: Other: Effective monthly net remuneration: The rider is required to issue invoices:

YES NO

- If so: total to be invoiced monthly ex VAT
  - total VAT to be invoiced
  - total sum payable

Legal obligations of the rider in the country of the paying agent:

- 1. VAT: no/yes: amount:
- 2. Taxes: no/yes
- 3. Social security: no/yes

(text modified on 1.06.06; 1.04.11; 1.07.11).

#### Model bank guarantee

**2.16.054** The present bank guarantee is issued under the terms of article 2.16.023 of the cycling Regulations of the UNION CYCLISTE INTERNATIONALE for the purpose of guaranteeing, within the limits set in those regulations, the payment of sums due by the professional continental team *[team name]* (paying agent: *[name of paying agent]*) to riders and other creditors covered by the second paragraph of article 2.16.023 of those Regulations as well as the payment of rights, expenses, indemnities, fines and sanctions or sentences imposed by or under the UCI regulations or related to their application.

The amount of the present guarantee is limited to CHF/EUR/USD X.

The bank,

- exact name
- complete address to call up the guarantee
- telephone and fax numbers of the bank department dealing with the calling-up of bank guarantees
- e-mail address

hereby undertakes, on first demand and within fifteen days of receiving the demand, to pay the UNION CYCLISTE INTERNATIONALE any amount in CHF/EUR/USD requested up to a maximum of CHF/EUR/USD X up to the exhaustion of the present guarantee.

The aforementioned payments shall be made on reception of a simple request regardless of any objection raised or exception taken by anyone whomsoever. The request shall require no justification.

The present guarantee shall remain in effect until 31 March 20..

Any call on the present guarantee must be received by the bank on or before 31 March 20..

(text modified on 1.01.02; 1.01.03; 1.01.04; 1.01.05; 1.01.06; 1.06.06).

# Wildcard

[chapter abrogated on 1.07.10]

# Chapter XVII WOMEN'S AND CONTINENTAL TEAMS

(chapter replaced on 1.01.09)

# § 1 General Conditions

#### Identity

**2.17.001** A UCI continental team or women's team is a team of road riders recognised and certified by the national federation of the nationality of the majority of its riders to take part in road events on the international calendars, within the constraints imposed by article 2.1.005, and registered with the UCI.

It is composed by the group of riders registered with the UCI as part of the team, the team representative, the sponsors and all other persons contracted by the team representative and/or team sponsor to facilitate the team's activities on a continuing basis (manager, sports director, coach, etc.).

A UCI continental or women's team is registered for one year, i.e. from 1<sup>st</sup> January to 31 December of the same year (registration year).

(text modified on 1.07.10).

**2.17.002** The principal partner(s) and the team representative must be committed to the UCI continental or women's team for a full season of the relevant calendar.

#### Team name

**2.17.003** The name of the Continental or Women's Team must be that of the company or brand of the main partner or two main partners, or one of the two, or any other denomination connected to the Continental or Women's Team project.

The UCI may reject any name that causes harm to the reputation and/or image of cycling or the UCI.

(text modified on 1.07.12).

**2.17.004** A continental or women's team will comprise riders who may or may not be professional, in the elite and/or under 23 men's categories for a continental team and elite women's category for a women's team. It must have between 8 and 16 riders.

However, a continental team shall also have the right to add up to 4 riders specialising in other endurance cycling disciplines (cyclo-cross; mountain bike: cross country; track: points race, scratch, pursuit, madison, omnium, team pursuit) as long as the riders in question are among the top 150 of the final UCI individual classification of the last season for their specialist discipline in the year before the date of the registration of the team by the national federation.

A women's team may also add 4 riders specialising in one of the disciplines listed in the preceding paragraph, as long as the riders in question are among the top 100 of the final UCI individual classification for that discipline.

(article modified on 1.07.09; 1.07.12).

**2.17.005** For continental teams, the majority of the riders must be under the age of 28. However, the national federation may lower this age threshold. This article does not apply to women's teams.

(text modified on 1.10.13).

**2.17.006** The nationality of a UCI women's or continental team is determined by the nationality of the majority of its riders.

# Transfer period

**2.17.007** During the season, no rider already registered with a UCI road team for the current season may join a UCI continental or women's team outside the period from 1 to 25 June.

However, a rider who is registered with a UCI road team and is considered a cyclocross specialist will have the right to transfer to a UCI continental or women's team during the period from 1 to 25 March.

To transfer to a UCI continental team, a rider is considered as specialist if he is ranked in the top 150 of the final cyclo-cross UCI individual classification. To transfer to a UCI women's team, a rider is considered as a specialist if she is ranked in the top 100 of the final UCI cyclo-cross classification.

(text modified on 1.08.13).

#### Trainees

- **2.17.008** In the period between 1 August and the end of the year, each continental or women's team may engage two under-23 riders as trainees on the following conditions:
  - The rider may not previously have ridden for a UCI road team;
  - The UCI continental or women's team must notify the UCI of the identity of the riders before 1 August;
  - Such riders shall obtain the authorisation of their national federations and may be associated with only one UCI team during this period;
  - Upon authorisation of his new team, a trainee rider may continue to participate in events of his club team.

#### Legal and financial status

- **2.17.009** The national federation can choose whether the UCI continental or women's team which it registers are to be given professional status. The national federation shall however be free to accept professional riders in a non-professional continental or women's team.
- **2.17.010** The team representative shall represent the team for all purposes relating to the UCI regulations. His registered office/main residence must be in the same country where is registered the team.

The team representative may be a person with the power to hire staff. He shall sign the contracts with the team's riders and other employees.

(article modified on 1.07.09).

**2.17.011** Any person, company, foundation, association or other entity that becomes the team representative or principal partner of a continental or women's team for the first time shall no later than the date of the application for the registration of that continental or women's team submit the following to the national federation:

- For individuals: proof of residence;
- For incorporated bodies and other organisations:
  - Constitution or articles of association;
  - Proof of an entry on the business register or the register of companies or associations, or any other official document demonstrating the legal existence of the organisation;
  - List of officers or directors with their full names, occupations and addresses;
  - Annual accounts (balance sheet and profit and loss account for the last financial year in the current legal form.

Furthermore, the team representative and the principal partners must inform the national federation without delay of any of the following: a change of domicile or registered offices, reduction in capital, change of legal form or identity (merger, takeover), request for or implementation of any agreement or any measure concerning all creditors.

# § 2 Requirements imposed on the team by the national federation

#### Registration with the national federation

- **2.17.012** The application for the status of UCI continental team or women's team must be made to the national federation of the nationality of the majority of the riders of the team (the responsible national federation) in accordance with the procedures set out below (registration).
- **2.17.013** Each national federation may register a maximum of 15 UCI continental teams each year. Each national federation must be clearly independent of the team(s) that it registers.

(text modified on 1.07.12).

**2.17.014** The national federations may set the deadlines for the procedure as set out in the registration manual as they wish, as long as the deadlines for registration with the UCI are respected.

The conditions set out in this paragraph are minimum conditions. National federations are permitted to set stricter conditions.

- **2.17.015** The team must submit the following to the national federation:
  - 1. Original copies of the contracts signed with the riders;
  - 2. Original copies of the contracts signed with other team staff;
  - 3. An original copy of a bank guarantee, as described in article 2.17.017 et seq.;
  - 4. A detailed budget following the model set out in the manual for the registration of continental and women's teams;
  - 5. Proof that the insurance cover required under article 2.17.031 has been taken out for all the riders in the team;
  - 6. A copy of the sponsorship contract or, if no such contract exists, documentary evidence of the team's income.
- **2.17.016** The national federation shall register the team only if it considers that the documentation submitted meets all the conditions above and that its budget is adequate for such a team.

#### Bank guarantee

- **2.17.017** For each registration year, a UCI women's or continental team or any team applying for this status must set up an unconditional bank guarantee (comprehensive guarantee) in favour of its national federation, using the model set out in article. 2.17.029.
- 2.17.018 The purpose of that guarantee shall be:
  - to defray debts incurred for the year of registration, in accordance with the procedure set out below, incurred by the sponsors and the team representative to firstly the riders and secondly the other licence-holding members of the UCI continental or women's team (coaches, mechanics, etc.) for the operation of the UCI continental or women's team and to cover the payment of any fines imposed as a result of the application of the UCI regulations;
  - 2. to defray the payment of expenses, indemnities, fines and sanctions or sentences imposed under or as a result of the application of the regulations of the UCI or the responsible national federation or associated with their application.

For the application of provisions regarding the bank guarantee companies through whom the licence-holders concerned carry out their activity for the operation of the UCI continental or women's team shall be considered as members of that UCI continental or women's team.

- 2.17.019 The minimum total amount of the bank guarantee shall be the higher of:
  - 15% of the total pay due to the riders and other staff (whether employees or selfemployed);
  - a minimum sum of EUR 20,000 (twenty thousand euros) to be indexed by country in accordance with the UCI table.
- **2.17.020** If the amount of the guarantee under article 2.17.017 is less than the total amount required under article 2.17.019, an additional guarantee must be set up and submitted to the national federation before the UCI continental or women's team or team applying for this status is registered.
- 2.17.021 If the total contractual benefits increase following the arrangement of the guarantee, the total sum of the bank guarantee must be increased proportionately. UCI continental or women's teams must immediately notify the national federation of this increase, specifying the amount and the reasons. They must also submit the documents relating to the increase forthwith, including the additional bank guarantee.
- **2.17.022** This bank guarantee must be valid from 1<sup>st</sup> January of the registration year until 31 March of the following year.

(text modified on 1.07.10).

#### Calling up the bank guarantee

**2.17.023** The national federation shall call up the bank guarantee in favour of the creditor specified in article 2.17.018 paragraph 2 except where there are clearly no grounds for the claim. The UCI continental or women's team shall be notified of the creditor's claim and the call on the guarantee.

The national federation may set an appropriate indemnity for any call on the guarantee.

- **2.17.024** The actual payment to the creditor shall not take place until one month after the calling up of the guarantee. If, in the interim, the continental team raises a reasonably justifiable objection to the payment of the money to the creditor, the national federation shall pay the sum at issue into a special account and shall subsequently distribute it in accordance with any agreement reached between the parties or according to an enforceable legal decision.
- **2.17.025** If the creditor has not introduced his claim against the team representative before the body designated in his contract or the body which he regards as competent on some other basis during the three months following the date of his call on the guarantee, the team representative may apply to the national federation to have the blocked funds released in his favour.

The funds shall be released should the creditor fail to take proceedings within one month of the despatch of notice by the national federation or to submit proof of such proceedings within the following fifteen days. Should the body before which proceedings are taken declare itself not competent to rule, the creditor shall resubmit his claim within one month of being informed of the decision.

Failing this the team representative may apply to the national federation to have the blocked funds released in his favour. The funds shall be released should the creditor fail to take further proceedings within one month of the despatch of notice by the national federation or to submit proof of such proceedings within the following fifteen days.

**2.17.026** If the debt submitted exceeds a sum equal to 15 percent of the annual contractual benefits, only a total amount corresponding to 15 percent of the annual contractual benefits shall be paid out in the first instance, provided that the conditions of payment are fulfilled. The acknowledged balance of the debt may be paid from the global guarantee on condition that the latter would not be exhausted at the end of its period of validity. In the event that there are several creditors, the available balance of the guarantee will be allocated proportionally between them.

(article modified on 1.07.09).

- **2.17.027** A UCI continental or women's team whose guarantee is drawn upon shall be automatically suspended if the guarantee is not made up to its full amount within one month.
- **2.17.028** The creditor must submit his application to the national federation for the guarantee to be called up by 30 days before its expiry date at the latest. Documentary evidence must be provided with the application.

Failing this the national federation is not obliged to call up the guarantee.

# Model bank guarantee

**2.17.029** The present bank guarantee is issued under the terms of Article 2.17.017 of the Cycling Regulations of the UNION CYCLISTE INTERNATIONALE for the purpose of guaranteeing, within the limits set in those regulations, the payment of sums due by the continental or women's team [name] (team representative: [name of team representative]) to riders and other creditors covered by the second paragraph of article 2.17.018 of those Regulations as well as the payment of expenses, indemnities, fines and sanctions or sentences imposed under or by consequence of the regulations of the UCI.

The amount of the present Guarantee is limited to [currency] X].

The bank,

- Exact name;
- Full address to which any call on the guarantee can be sent;
- Telephone and fax numbers of the department of the bank which handles the calling up of the guarantee;
- E-mail address.

hereby undertakes, on first demand and within fifteen days of receiving the demand, to pay [the responsible national federation of the team] any amount in [currency] requested up to a maximum of [currency] X up to the exhaustion of the present guarantee,

The aforementioned payments shall be made on reception of a simple request regardless of any objection raised or exception taken by anyone whomsoever. The request shall require no justification.

The present Guarantee shall remain in effect until [the last day of the third month following the end of the relevant season]

Any call on the present guarantee must be received by the bank no later than [last day of the third month following the end of the relevant season].

#### Contract

**2.17.030** Regardless of the status of the UCI continental or women's team, professional or otherwise, a rider's membership of a UCI continental or women's team must be based on the conclusion of a contract in accordance with the procedures set out below, with the exception of trainees under article 2.17.008

The contract must be drawn up, in triplicate, in a language which can be understood by both the rider and the national federation. If necessary, it must be accompanied by a translation.

The contract must cover the following points:

- Duration: The fixed term contract shall finish at the end of the team's registration, namely on 31 December;
- Insurance: The insurance cover, set out in article 2.17.031 must be guaranteed and specified in detail;
- Wages/Expenses: If a wage is payable, the amount must be stated; otherwise, provision must be made for the repayment of expenses incurred in the course of the activities of the rider for the UCI continental or women's team;
- Conditions of payment: All payments to the rider must be made by bank transfer to a bank account indicated by the rider for the purpose. It must be stipulated that the proof of execution of the bank transfer is the only acceptable proof of payment;
- Status: The status of the rider (professional or otherwise);
- Termination of the contract.

(text modified on 1.07.10).

#### Model of contracts

2.17.030 "Standard" contract for remunerated riders

- **bis** Between the undersigned (name and address of the employer) responsible for the UCI Team (name) for whom the principal partners are:
  - 1. (name and address) (where applicable, the employer)

2. (name and address) Hereinafter "the Team" ON THE FIRST PART

And:

(name and address of the rider) born in (place of birth) on (date of birth) of (nationality) nationality, holding a licence issued by (name of NF) Hereinafter "the Rider" ON THE SECOND PART

Whereas:

- The Team is engaged in setting up a cycling team who, within the UCI Team (name of team) and under the management of (name of manager or sports director), intend to take part, for the duration of the present contract, in cycle road races governed by the regulations of the UNION CYCLISTE INTERNATIONALE;
- the Rider wishes to join the UCI team (name of team);
- both parties are acquainted with and declare that they will abide wholly by the UCI constitution and regulations, and those of its affiliated national federations as well as

   if applicable the joint agreements concluded between the (name of national riders' organisation) and the National Federation of (country of registration of the team).

It is thus agreed as follows:

# **ARTICLE 1 - Engagement**

The Team hereby engages the Rider, who accepts the position, as a rider in cycling road races.

Participation by the Rider in events in other disciplines shall be decided by the Parties case by case.

The engagement shall be subject to the registration of the team as a Continental or Women's Team with the UCI. Should such registration not be obtained, the Rider may terminate the present contract without notice or compensation.

# **ARTICLE 2 - Duration**

The present contract shall be concluded for a fixed period commencing on (start date) and expiring on (end of season). Unless the contract has already been renewed, each party shall notify the other in writing at least two months before the termination of the contract of his intentions as to the renewal of the contract. A copy of this document shall be sent to the National Federation of (country of registration of team).

#### ARTICLE 3 - Salary

The Rider shall have the right to gross annual pay of (amount in figures and words). (Suggestion  $\rightarrow$ ) This pay may not be less than the following amount:

(Choose one)

- The legal minimum wage of the country of the nationality of the UCI Team;
- The amount set by (name of NF) in its national regulations;
- The minimum wage negotiated by (name of NF) with (e.g. name of riders' union) of the country.

# ARTICLE 4 - Payment of the salary

1. The Team shall pay the remuneration determined under article 3 in 12 equal monthly instalments on or before the last working day of each month.

- 2. Should the Rider be suspended under the terms of the UCI regulations or those of one of its affiliated federations, he shall not be entitled to the said remuneration referred to in article 3 for the part of the suspension exceeding one month.
- 3. In the event of a failure to make payment of the net sums of remuneration on their due date as per article 3 or of any other sum which is due, the Rider shall have the right, without notice, to the interest and increases provided under national legislation.
- 4. The remuneration, or any other sum due to the Rider from the Team, shall be paid by transfer to the bank account number (number of bank account) of the Rider at the (name of the bank) at (branch where the account is held). Only the proof of the execution of the bank transfer shall be accepted as proof of payment.

# **ARTICLE 5 - Prizes and bonuses**

The Rider shall be entitled to prizes won during cycling competitions in which he participated for the UCI Team, in accordance with the regulations of the UCI and its affiliated federations. Furthermore, the Rider shall have the right to the following bonuses:

□None

 $\Box$  (description of bonus)

(Tick the appropriate box)

#### ARTICLE 6 - Miscellaneous obligations

- 1. The Rider may not, for the duration of the present contract, work for any other team or advertise for any other sponsors than those belonging to the UCI Team (name of team), save in such cases as are provided for in the regulations of the UCI and its affiliated federations.
- 2. The Team hereby undertakes to allow the Rider properly to perform his occupation by providing him with the necessary equipment and clothing and by permitting him to participate in a sufficient number of cycling events, either as a member of the team or individually.
- 3. The Rider may not compete in a race as an individual without the express consent of the Team.

The Team shall be deemed to have given its consent if it has not replied within a period of ten days from the date of the request. In no case may the Rider take part in a road race as a member of a mixed team if (name of team) is already entered for that race.

4. The Parties undertake to respect the riders' health protection programme of the UCI and/or the (name of NF).

In the event of selection for a national team, the Team shall be required to permit the rider to participate in such races and preparatory programmes as may be determined by the national federation. The Team shall authorise the national federation to give the Rider any instructions it may deem necessary in connection with and for the duration of the selection provided that it does so solely in connection with sporting matters, in its own name and on its own behalf.

In none of the aforementioned cases shall the present contract be suspended.

#### ARTICLE 7 - Transfers

On the expiry of the present contract, the Rider shall be entirely free to leave the UCI Team and sign a contract with a third party, without prejudice to the provisions of the UCI regulations.

# **ARTICLE 8 - Termination of the contract**

Without prejudice to the legislation governing the present contract, it may be terminated before expiry, in the following cases and on the following conditions:

1. The Rider may terminate the present contract, without notice or liability for compensation:

a) if the Team is declared bankrupt or insolvent or goes into liquidation;

b) if the Team or a principal partner withdraws from the UCI Team and the continuity of the UCI Team is not guaranteed or else if the UCI Team announces its dissolution, the winding up of its activities or its inability to meet its commitments; should this be announced for a given date, the Rider shall continue to perform the contract until that date.

c) in the event of serious misconduct on the part of the Team. Serious misconduct is considered to include a failure to permit the Rider, despite his repeated requests, to participate in competitions over a continuous period in excess of six weeks or over four discontinuous periods of seven days each, during which periods at least one one-day race on the continental calendar took place. Where relevant, the Team shall be required to prove that the Rider was not in a condition to take part in a race.

- 2. The Team may terminate the present contract, without notice or liability for compensation, in the event of serious misconduct on the part of the Rider or of the suspension of the Rider under the terms of the UCI regulations for the remaining duration of the present contract. Serious misconduct is considered to include refusal to ride cycle races, despite being repeatedly called on to do so by the Team. If need be, the Rider shall be required to prove that he was in no state to compete in a race.
- 3. Either party shall be entitled to terminate the present contract, without notice or liability for compensation, should the Rider be rendered permanently unable to exercise the occupation of professional cyclist.

# ARTICLE 9 - Defeasance

Any clause agreed upon between the Parties that runs counter to the terms of the model contract published by (name of NF), the law of the country of registration of the team and/or the constitution and rules of the UCI and/or (name of NF) and which would in any way restrict the rights of the Rider shall be null and void.

# **ARTICLE 10 - Arbitration**

Any dispute between the Parties arising from the present contract shall be submitted to arbitration and shall not be brought before any court, either in application of the rules of the federation that issued the Rider's licence or, failing this, the legislation governing this contract.

# ARTICLE 11 - Declaration

The parties declare that, apart from the present contract, no other contract has been concluded regarding the Rider's services for the UCI Team (name of team). The Rider is entitled to ascertain from the National Federation the contract submitted as part of the registration process for the UCI Team.

Done at (place) on (date) In three original copies N.B.: Each original contains XXX pages numbered from ... to ... (Each page of the contract and annexes has been signed by both parties.)

(Signature) Rider [name of the signatory] (Signature) and stamp For the UCI Team [name of the signatory] The sports director

(article introduced on 1.02.10).

- 2.17.030 "Standard" contract for "non-professional" riders
  - Between the undersigned (name and address of the employer) responsible for the UCI ter Team (name) for whom the principal partners are:
    - 1. (name and address) (where applicable, the employer)

2. (name and address) Hereinafter "the Team"

ON THE FIRST PART

# And:

(name and address of the rider) born in (place of birth) on (date of birth) of (nationality) nationality, holding a licence issued by (name of NF) Hereinafter "the Rider" ON THE SECOND PART

Whereas:

- The Team is engaged in setting up a cycling team who, within the UCI Team (name of team) and under the management of (name of manager or sports director), intend to take part, for the duration of the present contract, in cycle road races governed by the regulations of the UNION CYCLISTE INTERNATIONALE;
- the Rider wishes to join the UCI team (name of team);
- both parties are acquainted with and declare that they will abide wholly by the UCI constitution and regulations, and those of its affiliated national federations;

It is thus agreed as follows:

# **ARTICLE 1 - Engagement**

The Team hereby engages the Rider, who accepts the position, as a road specialist in cycling races.

Participation by the Rider in events in other disciplines shall be decided by the Parties case by case.

The engagement shall be subject to the registration of the team as a Continental or Women's Team with the UCI. Should such registration not be obtained, the Rider may terminate the present contract without notice or compensation.

# **ARTICLE 2 - Duration**

The present contract shall be concluded for a fixed period commencing on (start date) and expiring on (end of season). Unless the contract has already been renewed, each party shall notify the other in writing at least two months before the termination of the contract of his intentions as to the renewal of the contract. A copy of this document shall be sent to the National Federation of (country of registration of team).

# **ARTICLE 3 - Reimbursement of expenses**

The Rider shall not receive any salary or remuneration, but shall be reimbursed according to the scale given below for activities carried out as a member of the team and/or at the request of the team:

(Suggestions, examples ->>>

- (currency and amount) per kilometre travelled during trips;
- reimbursement of air tickets for trips further than (number) km;
- for the evening before the competition, reimbursement of one 2-star hotel room if the competition site is further than (number) km from the rider's home;
- on presentation of receipts, reimbursement of all meals taken during trips to a maximum of (currency and amount) per meal:
- on presentation of invoices, reimbursement of minor mechanical expenses (tyres, brake blocks, cables, lubricants, tune-ups, etc.) to a maximum of (currency and amount) per year.

# **ARTICLE 4 - Reimbursement of expenses**

- 1. The Team shall pay the sums referred to in article 3 on or before the last working day of each month, provided that the Rider's expenses form has been received by the 20th of the month in question.
- 2. In the event of a failure to make payment of the sums due on their due date, the Rider shall have the right, without notice, to the interest and increases provided under national legislation.
- 3. Any sum due to the Rider from the Team shall be paid by transfer to the bank account number (number of bank account) of the Rider at the (name of the bank) at (branch where the account is held). Only the proof of the execution of the bank transfer shall be accepted as proof of payment.

# **ARTICLE 5 - Prizes and bonuses**

The Rider shall be entitled to prizes won during cycling competitions in which he participated for the UCI Team, in accordance with the regulations of the UCI and its affiliated federations. Furthermore, the Rider shall have the right to the following bonuses:

□None

 $\Box$  (description of bonus) (Tick the appropriate box)

# ARTICLE 6 - Miscellaneous obligations

- 1. The Rider may not, for the duration of the present contract, ride for any other team or advertise for any other sponsors than those belonging to the UCI Team (name of team), save in such cases as are provided for in the regulations of the UCI and its affiliated federations.
- 2. The Team hereby undertakes to allow the Rider properly to perform his occupation by providing him with the necessary equipment and clothing and by permitting him to participate in a sufficient number of cycling events, either as a member of the team or individually.
- 3. The Rider may not compete in a race as an individual without the express consent of the Team. The Team shall be deemed to have given its consent if it has not replied within a period of ten days from the date of the request. In no case may the Rider take part in a road race as a member of a mixed team if (name of team) is already entered for that race.
- 4. The Parties undertake to respect the riders' health protection programme of the UCI and/or the (name of NF).

In the event of selection for a national team, the Team shall be required to permit the rider to participate in such races and preparatory programmes as may be determined by the national federation.

The Team shall authorise the national federation to give the Rider any instructions it may deem necessary in connection with and for the duration of the selection provided that it does so solely in connection with sporting matters, in its own name and on its own behalf.

In none of the aforementioned cases shall the present contract be suspended.

# ARTICLE 7 - Transfers

On the expiry of the present contract, the Rider shall be entirely free to leave the UCI Team and sign a contract with a third party, without prejudice to the provisions of the UCI regulations.

# **ARTICLE 8 - Termination of the contract**

Without prejudice to the legislation governing the present contract, it may be terminated before expiry, in the following cases and on the following conditions:

1. The Rider may terminate the present contract, without notice or liability for compensation:

- a) if the Team is declared bankrupt or insolvent or goes into liquidation;
- b) if the Team or a principal partner withdraws from the UCI Team and the continuity of the Team is not guaranteed or else if the UCI Team announces its dissolution, the winding up of its activities or its inability to meet its commitments; should this be announced for a given date, the Rider shall continue to perform the contract until that date.
- c) in the event of serious misconduct on the part of the Team. Serious misconduct is considered to include a failure to permit the Rider, despite his repeated requests, to participate in competitions over a continuous period in excess of six weeks or over four discontinuous periods of seven days each, during which periods at least one one-day race on the continental calendar took place. Where relevant, the Team shall be required to prove that the Rider was not in a condition to take part in a race.
- 2. The Team may terminate the present contract, without notice or liability for compensation, in the event of serious misconduct on the part of the Rider or of the suspension of the Rider under the terms of the UCI regulations for the remaining duration of the present contract. Serious misconduct is considered to include refusal to ride cycle races, despite being repeatedly called on to do so by the Team. If need be, the Rider shall be required to prove that he was in no state to compete in a race.
- 3. Either party shall be entitled to terminate the present contract, without notice or liability for compensation, should the Rider be rendered permanently unable to exercise the occupation of professional cyclist.

#### ARTICLE 9 - Defeasance

Any clause agreed upon between the Parties that runs counter to the terms of the model contract published by (name of NF), the law of the country of registration of the team and/or the constitution and rules of the UCI and/or (name of NF) and which would in any way restrict the rights of the Rider shall be null and void.

#### **ARTICLE 10 - Arbitration**

Any dispute between the Parties arising from the present contract shall be submitted to arbitration and shall not be brought before any court, either in application of the rules of the federation that issued the Rider's licence or, failing this, the legislation governing this contract.

# ARTICLE 11 - Declaration

The parties declare that, apart from the present contract, no other contract has been concluded regarding the Rider's services for the UCI Team (name of team). The Rider is entitled to ascertain from the National Federation the contract submitted as part of the registration process for the UCI Team.

Done at (place) on (date)

In three original copies N.B. Each original contains XXX pages numbered from ... to ... (Each page of the contract and annexes has been signed by both parties.) (Signature) (Signature) and stamp Rider [name of the signatory] For the UCI Team [name of the signatory] The sports director

(article introduced on 1.02.10).

#### Insurance

- **2.17.031** Insurance against the following risks is compulsory, with no limit to the total amount or geographical restriction (unlimited worldwide cover) for all events occurring in the course of the rider's activities for the team (racing, training, travel, promotion, etc.):
  - 1. Civil responsibility (of the rider);
  - 2. Accidents (costs of treatment until recovery);
  - 3. Sickness (costs of treatment and hospitalisation abroad);
  - 4. Repatriation (unlimited cover).

# § 3 Obligations of the national federation towards the UCI

- **2.17.032** The national federation shall be solely responsible for checking compliance with regulatory and legal requirements, both on registration and throughout the registration year.
- 2.17.033 On or before 31 October of each year, the national federation shall send to the UCI the list of teams which it intends to register as UCI continental teams for the following year. The complete registration documentation must be submitted to the UCI, via the national federation to arrive after 1 October and no later than 10 December. The registration fee must be paid to the UCI no later than 25 November.

A failure to respect these three deadlines shall result in registration being refused for the team.

In no event the registration fee will be reimbursed.

Only a team whose application for a UCI professional continental team has been rejected can file, via the national federation, a demand for registration as continental team outside this term. The national federation must inform UCI that it received such request at the latest 10 days after the team has received the decision that registration as professional continental team is refused. In that event, the administration of the UCI will set the term to establish a registration file.

(text modified on 1.07.10).

**2.17.034** The application for registration must be made on the UCI forms provided for this purpose. Other applications shall be rejected.

The application must include the following information:

- 1. exact name of the team;
- 2. the address (including telephone and fax numbers) to which all communications to the team can be sent;
- 3. the names and addresses of the team representative and the sports director;
- 4. surnames, forenames, addresses, nationalities and dates of birth of the riders;
- 5. the allocation of tasks specified by article 1.1.082.

Any changes to the information above must be immediately notified to the UCI by the National Federation and only by it.

**2.17.035** The application for registration must be accompanied by the original annexes as requested by the UCI continental and women's teams registration handbook.

(article modified on 1.07.09).

- **2.17.036** These documents are sent to the UCI for information only. The national federation and the team are solely liable for their compliance with UCI regulations and any applicable legislation.
- **2.17.037** The registration application documents must also include a letter from the president of the national federation in which he confirms to the UCI that his federation has carried out all controls required for to ensure the good reputation of team members and management, respect for the UCI regulations, respect for the regulations of the national federation, respect for the laws in force in the relevant country, and of the fact that the team members are all covered by insurance which meets the requirements of article 2.17.031.

The letter must be drafted in the following terms:

(original copy on the letterhead of the national federation).

I the undersigned, xxx (surname and forename of the president), president of the national federation of (name of country), hereby apply for the registration of the UCI continental team\*/ UCI women's team\*:

Or (in the event of serious irregularities in the application papers):

I the undersigned, xxx (surname and forename of the president), president of the national federation of (name of country), hereby withdraw the application for registration of the UCI continental team\*/ UCI women's team\*:

Name of the team, name and address of the team representative

In the context of this application for registration, I confirm that my National Federation has carried out every check required to confirm the good repute of the team's members and administrators and that the UCI regulations, regulations of the National Federation and laws in force in our country have been complied with.

I furthermore confirm that my federation has made provision for and fully executed the checking procedure provided for under the UCI regulations and specified in the Manual for the registration of UCI Continental Teams and Women's Teams. These procedures include the verification of the minimum criteria for registration, namely:

- deadlines respected
- full documentation
- minimum criteria as per the regulations as regards:
  - composition and nationality of the team
  - organisation, structure, staff
  - finance
  - contracts and/or agreement with riders and other staff
  - insurance cover for riders
  - bank guarantee

On the basis of the checks carried out, I would like to make the following observations:

- The checks have not revealed any anomalies\*
- The checks have revealed\*:
  - Blocking problem(s)\*: (details of problems noted, conclusion of the national federation)
  - Anomaly(-ies)\*: (details of problems noted, conclusion of the national federation)
  - Aspect(s) concerning which we would like to give additional information\*: (details of problems noted, conclusion of the national federation).

I certify that the persons appointed or mandated by the national federation to check the registration papers meet the requirements for qualifications and independence. I furthermore undertake to immediately inform the UCI of any change to the team or any anomaly observed or arising concerning the team.

I attest that the UCI Continental Team\*/ the UCI Woman Team \* is financially, logistically and sportingly completely independent from another UCI team.

I attest that the UCI Continental Team\* / UCI Women's Team\* is completely independent of its national federation.

I acknowledge that the national federation is responsible for the registration of the team under the UCI Regulations.

Signed in witness whereof:

Date and place:

Signature of the president and federation stamp.

The president shall send in a checklist personally signed by him, of which the UCI will send one copy to the national federation In its registration manual of continental and women's team.

(text modified on 1.02.10; 1.07.12).

**2.17.038** The UCI shall have the right to refuse or withdraw the registration of a team which does not meet all the minimum conditions set in the present regulations or by another regulatory provision.

For verification purposes, the UCI reserves the right to request at any times from the national federation a copy of the complete registration documentation, specifically including the contracts of Members of the team, the insurance policy, the financial documentation, and any other document that it deems necessary.

The national federation is required to provide this documentation within eight days. Any additional costs incurred as a result of inadequate checks by the national federation maybe chargeable to either the federation or the team.

#### Penalties

- 2.17.039 The national federation must appoint qualified and independent persons to manage the registration process and set up suitable procedures. For this procedure, at least one specialist must be involved to assist with legal and financial questions.
- **2.17.040** If it emerges that the documentation of a UCI team is incomplete, the UCI shall give notice to the national federation and set a deadline by which it should rectify the situation taking account of the severity of the omissions. Until the documentation has been correctly submitted, the team shall be provisionally suspended.

If the documentation remains incomplete on the expiry of the deadline set, the UCI may definitively withdraw the registration of the UCI team.

Furthermore, the UCI may pass on the case to the Disciplinary Commission, which may order, in addition to the penalties set out in title 12 of the UCI Regulations, that the national federation in question is deprived of its right to register UCI road teams for a period which it may determine.