

## PART II – ROAD RACES

### Rules amendments applying on **01.10.2021**

Update on *01.10.2021*

#### Chapter XIII UCI WOMEN'S WORLDTOUR

##### § 1 UCI Women's WorldTour

###### Common provisions for candidature and registration on the UCI Women's WorldTour calendar

- 2.13.015 The decisions of the UCI Management Committee in relation to applications for registration on the UCI Women's WorldTour calendar are ~~final and not~~ subject to appeal ~~as per article 1.2.013~~.

*(text modified on 1.10.21).*

##### § 4 UCI Women's WorldTour Team licence

###### Licence commission

- 2.13.031 The licence commission issues decisions on the award and withdrawal of licences and any other measures set out by the regulations with regard to UCI Women's WorldTour licences, the registration of UCI Women's WorldTeams and on other disputes regarding UCI Women's WorldTeams as set out in the present chapter ~~and as per the terms of reference of the licence commission~~.

*[Comment: The internal organisation and functioning of the Licence Commission defined in Chapter 15, articles 2.15.201 and following, applies to matters dealt with pursuant to the present article].*

*(text modified on 1.10.21).*

###### Duration of validity of the licence

- 2.13.036 On the condition that all criteria stipulated in article 2.13.035 are met, and without prejudice to article 2.13.069, licences shall be issued for the following periods:
- licences starting in 2020 for four calendar years;
  - licences starting in 2021 for three calendar years;
  - licences starting in 2022 ~~and 2024~~: for two calendar years.

~~In all cases, all~~ Licences starting in 2020, 2021, 2022 and if applicable in 2023 will expire at the end of the 2023 season.

Licences starting in 2024 and if applicable in 2025 will expire at the end of the 2025 season.

Licences potentially issued for 2023 or 2025 season, if any, will therefore be for one calendar year.

From the 2026 season onward, UCI Women's WorldTour licences will be issued for 3 years, subject to the decision of the licence commission.

~~For the 2024 season and thereafter, the licences issued to teams already registered as UCI Women's WorldTeams will be valid for the periods indicated below, based on the classification established by cumulating the points of the UCI Women's WorldTeams:~~

- ~~1. in the final UCI women's world ranking by teams of the previous year; and~~
- ~~2. in the UCI women's world ranking by teams at the end of the current season.~~

~~Based on the classification hence established, UCI Women's WorldTeams ranked:~~

- ~~— from 1 to 5 will be granted a four-year licence;~~
- ~~— from 6 to 10 will be granted a three-year licence;~~
- ~~— from 11 to 15 will be granted a two-year licence.~~

~~Also for the 2024 season and thereafter, the duration of the licences issued to UCI women's continental teams accessing UCI Women's WorldTour status will be two calendar years.~~

*(text modified on 1.01.20; 10.06.21; 1.10.21).*

#### **Examination by the licence commission**

- 2.13.049** The licence applicant will be invited, within a time period of 10 days, **except in exceptional cases justifying a different deadline**, to explain and defend their application for a licence before the licence commission at a hearing held for this purpose.

*(text modified on 1.10.21).*

- 2.13.050** The applicant must submit any statement in support of their application to the commission in four copies, at least 3 days before the date of the hearing, **except in exceptional cases justifying a different deadline**, with a copy to the UCI, the auditor and the organisational auditor. Any statement received after this deadline shall automatically be disregarded.

*(text modified on 1.10.21).*

- 2.13.051** At least 3 days before the date of the hearing, **except in exceptional cases justifying a different deadline**, the applicant shall notify the licence commission and the UCI of the identity of those persons who will represent them or attend the hearing. The licence commission may refuse to hear any persons not announced within this deadline.

*(text modified on 1.10.21).*

- 2.13.053** The date of the hearing may not be delayed, unless otherwise decided by ~~the president of~~ the licence commission.

If the applicant, the UCI, the auditor or the organisational auditor fails to attend the hearing, the licence commission shall give its ruling in their absence.

*(text modified on 1.10.21).*

### **Appeal before the Court of Arbitration for Sport (CAS)**

- 2.13.059** ~~The applicant or the team's licence holder for which the licence or registration application was rejected shall have a right of appeal.~~ Either the UCI or the entity whose application was rejected by the licence commission shall have the right of appeal.

*(text modified on 1.10.21).*

### **Registration fee and anti-doping contribution**

- 2.13.076** No reimbursement shall be made if the ~~registration or licence~~ application is refused or if the applicant withdraws their application. However, if the team is subsequently registered as a UCI women's continental team, ~~no other~~ the registration fee ~~that has been paid will be used is due~~ for the same registration year.

*(text modified on 1.10.21).*

### **Assessment**

- 2.13.093** On 15 November, the UCI administration will issue its assessment of the UCI Women's WorldTeams and licence applicants.

For each registration, the UCI will determine if the team – ~~based on information related but not limited to the paying agent~~ – can be considered, on the basis of the criteria it deems relevant, as the continuation of an active team during the current season. The UCI may ask for any additional information it deems appropriate to determine whether the applicant can be considered as the continuation of an existing team.

*(text modified on 10.06.21; 1.10.21).*

- 2.13.096** If the UCI administration ~~decides that it is unable to register~~ consider that the registration application of the UCI Women's WorldTeam does not meet the applicable requirements, it will notify the paying agent. Unless the paying agent renounces the licence, the UCI administration will refer the case to the licence commission:

1. the licence commission summons the UCI Women's WorldTeam to a hearing with a minimum of 10 days' notice, unless otherwise agreed with the UCI Women's WorldTeam;
2. the UCI Women's WorldTeam must ensure that it forwards any documents in support of its registration application to the commission and to the UCI at least 5 days before the date of the hearing ~~except in exceptional cases justifying a different deadline~~. Documents submitted after this deadline shall be automatically disregarded;
3. at least 5 days before the date of the hearing ~~except in exceptional cases justifying a different deadline~~, the UCI Women's WorldTeam shall notify the licence commission and the UCI of the identity of those persons who will represent them or attend the hearing. The licence commission may refuse to hear any persons not announced within this deadline;
4. the UCI may participate in the hearing. The auditor and organisational auditor may be heard at the request of the UCI Women's WorldTeam, the UCI or the licence commission;
5. the licence commission shall apply the assessment criteria set out in articles 2.13.039 to 2.13.039 quater.

The licence commission may apply the measures set out by article 2.13.043. Should the licence commission refuse the registration, the UCI Women's WorldTeam licence is automatically withdrawn and the licence commission will pass on the application documentation to the UCI administration for the latter to assess the possibility of registering the team as a UCI women's continental team if it so wishes, subject to the

agreement of the National Federation and subject to compliance with the relevant provisions of Chapter 2.17 of the UCI Regulations

*(text modified on 1.10.21).*

### **Bank guarantee**

**2.13.109** 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; **and**
  - 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; **and, as an exception, in case of open-ended contracts, the maximum shall correspond to services anticipated until the end of the registration year.** These sums constitute a contractual debt at the moment of the breach of the contract; **and**
  - 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, 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 Women's WorldTeam shall be considered as debts contracted by the paying agent and the sponsors and covered by the guarantee, in particular debts contracted under the contracts referred to in articles 2.13.185 and 2.13.186;
  3. the companies through which the licence holders concerned, apart from the riders, carry out their activities for the operation of the UCI Women's WorldTeam shall be considered as members of the UCI Women's WorldTeam;
  4. the definitions above are without prejudice to the question of whether a request is founded in any particular case.

*(text modified on 1.10.21).*

## **§ 6 UCI Women's WorldTeams**

### **Identity**

**2.13.131** The name of the UCI Women's WorldTeam must be either that of the company or brand name of one or several principal partners, or the name of its paying agent. Upon specific request, the UCI may authorize another designation which is linked to the UCI Women's WorldTeam project.

The ~~licence commission UCI~~ may refuse ~~the licence because of a resemblance of to submit a licence application to the licence commission if~~ the name of a **new** UCI Women's WorldTeam **submitted in the licence application, its paying agent or its principal partners** ~~which~~ is likely to create confusion with another UCI Women's WorldTeam.

*(text modified on 10.06.21; 1.10.21).*

## Chapter XV UCI WORLDTOUR

### § 2 UCI WorldTour Licence

#### Examination by the licence commission

- 2.15.019** The licence applicant will be invited within a time limit of 10 days, **except in exceptional cases justifying a different deadline**, to explain and defend his application for a licence before the licence commission at a hearing held for this purpose.

*(text modified on 1.10.21).*

- 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, **except in exceptional cases justifying a different deadline**, with a copy to the UCI, the auditor and the organiser auditor. A statement lodged after this deadline shall automatically be disregarded.

*(text modified on 12.01.17, 1.10.21).*

- 2.15.021** At least 3 days before the date of hearing, **except in exceptional cases justifying a different deadline**, 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.

*(text modified on 1.10.21).*

- 2.15.023** The date of the hearing may not be delayed, save where otherwise decided by ~~the president of~~ the licence commission.

If the applicant, the auditor or the organisational auditor fail to attend the hearing, the licence commission shall give its ruling in their absence.

*(text modified on 12.01.17; 1.10.21).*

- 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~~ **a bis** will assess the possibility of registering the team as a UCI ProTeam if ~~it so~~ the applicant so wishes.

*(text modified on 1.10.21).*

#### Transfer of licence

- 2.15.044** ~~The holder~~ A licence may only **be transferred his licence** after two years **(from the date of its award)**.

*(text modified on 12.01.17; 1.10.21).*

### § 3 UCI WorldTeams

- 2.15.047** The UCI WorldTour 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 events of the UCI WorldTour in accordance with article 2.15.127.

*(text modified on 1.04.11; 1.01.15; 12.01.17; 1.10.21).*

## Identity

**2.15.050** The name of the UCI WorldTeam must be either that of the company or brand name of one or several 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~~ UCI may refuse to submit a licence application to the licence commission if ~~the licence because of a resemblance of~~ the name of a new UCI WorldTeam submitted in the licence application, ~~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; 1.11.15; 1.10.21).*

## Common provisions to the financial audit and organisational audit

**2.15.070** On 15 November, the UCI administration will issue its assessment of the UCI WorldTeams and applicants for a licence.

For each registration, the UCI will determine if the team – based on information related but not limited to the paying agent – can be considered, on the basis of the criteria it deems relevant, as the continuation of an active team during the current season. The UCI may ask for any additional information it deems appropriate to determine whether the applicant can be considered as the continuation of an existing team.

The documentation for the licence application will be passed over to the licence commission. Should the commission grant a UCI WorldTour licence, it shall approve the team's registration for the first year of the licence 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; 12.01.17; 10.06.21; 1.10.21).*

**2.15.071** If the UCI administration ~~consider that the registration application of decides that it is unable to register~~ the UCI WorldTeam ~~does not meet the applicable requirements~~, 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;
2. The UCI WorldTeam 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, ~~except in exceptional cases justifying a different deadline~~. Documents lodged after this deadline shall be automatically disregarded;
3. At least 5 days before the date of hearing, ~~except in exceptional cases justifying a different deadline~~, 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 and the organisational auditor 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 2.15.011c to 2.15.011f.

The licence commission may apply the measures set out by article 2.15.012. Should the licence commission refuse the registration, the UCI WorldTeam's licence is automatically withdrawn and 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 UCI ProTeam. The licence commission's decision is subject to appeal to the CAS.

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; 1.11.15; 12.01.17; 1.10.21).*

### **Bank guarantee**

**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; **and**
  - 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; **and, as an exception, in case of open-ended contracts, the maximum shall correspond to services anticipated until the end of the registration year.** These sums constitute a contractual debt at the moment of the breach of the contract; **and**
  - 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; 1.10.21).*

## **§ 5 Licence commission**

**2.15.201** The licence commission issues decisions on the award and withdrawal of licences and any other measures set out by the regulations with regard to UCI WorldTour licences, the registration of UCI WorldTeams and UCI WorldTour events and **issues decisions** on

other disputes regarding UCI WorldTeams and UCI WorldTour events as set out in the present chapter.

*(text modified on 1.01.15; 1.11.15; 12.01.17, 1.10.21).*

- 2.15.202** The licence commission comprises a president and **at least** two other members having no other links with organised cycle sport. **The members of the licence commission are and shall remain impartial and independent at any time.**

*(text modified on 1.10.21).*

- 2.15.203** The members are appointed by the UCI 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 may** be replaced for the remaining period of his term **upon request from the licence commission, as relevant for its functioning and internal organisation.**

*(text modified on 1.10.21).*

- 2.15.204** [article abrogated on 1.10.21].  
~~Alternate members may be appointed.~~

- 2.15.205** The licence commission meets when the regulations or the circumstances so require, or at the request of the UCI administration or the Professional Cycling Council. The dates of hearings are determined by the UCI in consultation with ~~the president of~~ the licence commission.

*(text modified on 1.07.10; 12.01.17, 1.10.21).*

- 2.15.206** The hearings of the licence commission are not held in public. The deliberations of the commission are held in camera.

**The licence commission may decide at its sole discretion to hold the hearing by videoconference.**

*(text modified on 1.10.21).*

- 2.15.207** ~~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.~~

**The President of the commission decides to refer the cases to a single judge or to a three-member panel, depending on the complexity of the case and the UCI's evaluation report. The single judge or the panel lead the procedure, set deadlines when they are not set by the regulations and decide if a hearing must be held. Failing this, the procedure shall be in writing only.**

*(text modified on 1.10.21).*

- 2.15.207 bis** **If the single judge considers that he or she cannot grant the license or registration must inform the president of the commission, who shall decide how to proceed with the case and, in particular, if the case shall be transferred to a three-member panel to complete the procedure.**

*(article introduced on 1.10.21).*



**2.15.208** The decisions of the licence commission shall be taken **either by a single judge or by the majority of the panel members**. They shall be in writing, dated and signed. The signature of the president shall suffice.

*(text modified on 1.10.21).*

**2.15.209** Decisions assenting to the request of a licence applicant or holder or a UCI WorldTour event do not need to be **justified reasoned**. Other decisions must be **justified reasoned, in particular, decisions whereby the registration or the licence application is refused and decisions which diverge from the UCI or the external auditor's opinion**.

*(text modified on 1.01.15; 12.01.17, 1.10.21).*

**2.15.210** The decisions shall be sent **and notified** to the interested parties by electronic mail, ~~fax~~ or by registered letter. **The commission reserves its rights to provide the operative part of the decision prior the reasoned decision**.

*(text modified on 12.01.17, 1.10.21).*

**2.15.211** The UCI administration ~~shall~~ provides ~~registry services~~ a secretary for the commission. **All communications and correspondences shall be sent to and managed by the secretary**.

*(text modified on 1.10.21).*

## **§ 6 Appeal before the Court of Arbitration for Sport (CAS)**

**2.15.215** Either the **UCI or the entity whose application was rejected by the licence commission** ~~failed applicant for a licence, the UCI WorldTour licence holder or the event owner concerned~~ shall have the right of appeal.

An applicant or holder of a UCI WorldTour licence or a UCI WorldTour event may not appeal against a decision of the licence commission regarding another applicant or UCI WorldTour licence holder or another UCI WorldTour event.

*(text modified on 18.06.07; 1.01.15; 12.01.17, 1.10.21).*

**2.15.221** Within fifteen days from the day of receipt of the statement of appeal, ~~the UCI and, where applicable, any other~~ the respondent shall 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 other~~ respondent **party** wish to present, including the names of witnesses and experts they wish 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.

Time limits for submission of the respondents' answer shall be suspended from 25 December to 2 January.

*(text modified on 18.06.07; 12.01.17; 1.10.21).*

**2.15.223** [article abrogated on 1.10.21]

~~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).~~

**2.15.225** ~~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 documentation as submitted to the commission on the occasion of its initial decision.

~~(text modified on 21.09.06; 18.06.07; 12.01.17, 1.10.21).~~

## **§ 9 Appearance fee agreements**

**2.15.240** In the event UCI WorldTour events, on the ~~one hand, conclude agreements with UCI WorldTeams or, from the 2022 season, UCI ProTeams, on the other hand,~~ in relation to appearance fees, any remuneration or advantage received shall be disclosed to the ~~financial external~~ auditor appointed by the UCI.

The obligation of disclosure on UCI WorldTour events shall concern any and all appearance fee agreements reached with ~~a UCI WorldTeam or a UCI ProTeam any team,~~ whilst the obligation on ~~teams UCI WorldTeams~~ shall concern any and all appearance fee agreements pertaining to its team or riders with any organiser.

~~The obligation of disclosure concerns only the remuneration and other advantages that are not foreseen in the UCI Regulations.~~

~~Any default of communication will be sanctioned by a fine from 10'000 to 40'000 CHF.~~

~~(text modified on 1.10.21).~~

**2.15.241** At the end of each season, the ~~financial appointed external~~ auditor shall provide the UCI with a report on the appearance fee agreements concluded between, ~~on the one hand,~~ UCI WorldTour events and, ~~on the other hand,~~ UCI WorldTeams ~~or, from the 2022 season, UCI ProTeams.~~

~~(text modified on 1.10.21).~~

## Chapter XVI UCI PROTEAMS

### Audit

- 2.16.016** On 15 November, the UCI administration will issue its assessment of the UCI ProTeams and applicants for that status.

UCI ProTeams which are considered not to have satisfied the sporting criterion according to article 2.15.011 a, but whose documentation is found to be in order by the UCI administration on 15 November of the registration year at the latest, shall be registered directly as UCI ProTeams 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.

*[Comment: The internal organisation and functioning of the Licence Commission defined in Chapter 15, articles 2.15.201 and following, applies to matters dealt with pursuant to the present article].*

*(text modified on 1.06.06; 26.06.07; 1.07.10; 1.06.14; 8.02.21; 10.06.21; 1.10.21).*

- 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, **except in exceptional cases justifying a different deadline**. Documents lodged after this deadline shall be automatically disregarded;
3. At least 5 days before the date of hearing, **except in exceptional cases justifying a different deadline**, 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 to the CAS~~.

*(article introduced on 1.07.10; text modified on 1.10.21).*

### Bank guarantee

- 2.16.023** For the application of provisions regarding the bank guarantee:

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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; **and**

- 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; **and, as an exception, in case of open-ended contracts, the maximum shall correspond to services anticipated until the end of the registration year.** These sums constitute a contractual debt at the moment of the breach of the contract; **and**
- 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 ProTeam 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 UCI ProTeam shall be considered as members of the UCI ProTeam.
  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; text modified on 1.10.21).*

### **Bank guarantee**

#### **2.16.027**

1. The UCI shall draw on the bank guarantee in favour of the creditor mentioned in article 2.16.023 ~~except in the event that~~ **unless** the claim is **manifestly clearly** unfounded. The UCI ProTeam shall be notified of the creditor's claim and the call on the guarantee.  
[...]

*(text modified on 1.07.09; 1.07.10; 1.05.17; 1.10.21).*

### **Appearance fees agreements**

#### **2.16.057**

**From the 2022 season, for any agreement in relation to appearance fees (as per article 2.15.239) concluded between, on the one hand, a UCI WorldTour event and, on the other hand, a UCI ProTeam, any remuneration or advantage received shall be disclosed to the external auditor appointed by the UCI.**

**The obligation of disclosure on a UCI ProTeam shall concern any and all appearance fee agreements pertaining to its team or riders reached with any event.  
The obligation of disclosure on events is as set out in article 2.15.240.**

**The obligation of disclosure concerns only the remuneration and other advantages that are not foreseen in the UCI Regulations.**

**Any default of communication will be sanctioned by a fine from 10'000 to 40'000 CHF.**

*(article introduced on 1.10.21).*

**2.16.058** At the end of each season, the appointed external auditor shall provide the UCI with a report on the appearance fee agreements in accordance with article 2.15.241.

*(article introduced on 1.10.21).*

## **Chapter XVII UCI CONTINENTAL TEAMS**

### **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 ~~unless the claim is manifestly unfounded except where there are clearly no grounds for the claim.~~ The UCI Continental team or UCI women's continental 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.

*(text modified on 1.10.21).*