

# MEMORANDUM

04.06.2021

## PART II – ROAD RACES

Rules amendments applying on **10.06.2021**

Update on *04.06.2021*

### Chapter XII RACE INCIDENTS AND SPECIFIC INFRINGEMENTS BY ORGANISERS

#### § 1 Race incidents in the context of road events

#### 2.12.007 Table of race incidents relating to road events

	Column 1	Column 2	Column 3
	<b>Games and Championships</b> Olympic Games, Elite World Championships <b>ME events</b> UCI WorldTour	<b>Games and Championships</b> MU, MJ and WJ UCI World Championships, Continental Championships and Games <b>ME events</b> UCI ProSeries and Class 1 <b>WE events</b> UCI Women's WorldTour, and UCI ProSeries <b>Para-cycling</b> Paralympic Games, World Championships and World Cups	<b>ME events</b> Class 2 <b>WE events</b> Class 1 and Class 2 <b>MU events</b> UCI Ncup and Other events <b>Other events</b> UCI MJ and WJ Ncup, MJ and WJ events, National events, Other events <b>Para-cycling</b> Other events
<b>2. Equipment and innovations</b>			
<b>2.7</b> Use of forbidden onboard technology device	<u>Rider:</u> Elimination or disqualification  <u>Other team member:</u> Exclusion	<u>Rider:</u> Elimination or disqualification  <u>Other team member:</u> Exclusion	<u>Rider:</u> Elimination or disqualification  <u>Other team member:</u> Exclusion

(text modified on 1.07.19; 24.09.19; 23.10.19; 1.04.21; 17.04.21; **10.06.21**).

## Chapter XIII UCI WOMEN'S WORLDTOUR

### § 3 Miscellaneous

#### **UCI Women's WorldTour promotion**

**2.13.025** The UCI will publish an annual report to publicly promote the UCI Women's WorldTour. It will be based on the series' aggregated statistical data and illustrate its attractiveness.

*(article introduced on 10.06.21).*

### § 4 UCI Women's WorldTour Licence

#### **Application for a licence**

**2.13.034** Subject to the exception provided for in article 2.13.034 bis, any team wishing to apply for a licence must be registered as a UCI Women's WorldTeam or a UCI women's continental team during the current year.

In this regard, the UCI will undertake any verification and make any request for the production of necessary documents so as to determine if the licence applicant may be considered as an existing team or not. If the UCI considers that the team may not be considered as the continuation of an existing team, the application for a licence shall not be taken into account.

*(text modified on 10.06.21).*

**2.13.034 bis** Licence applications from teams that do not meet the conditions of in article 2.13.034 may be considered, in 2021 only, if the number of teams holding a UCI WorldTeam licence for the following year, added to the applicant teams considered under article 2.13.034, is less than 15.

If the number of licence applications from teams that do not meet the conditions of article 2.13.034, taking into account only those teams that fulfil the criteria set out in article 2.13.035 (administrative, financial, ethical and organisational), is greater than the number of licences available after the allocation of licences to the teams that meet the conditions of article 2.13.034, the licence commission will decide between them on the basis of the sporting criterion set out in article 2.13.042ter.

*(article introduced on 10.06.21).*

**2.13.035** The licence commission awards licences on the basis of the following cumulative criteria:

- administrative;
- financial;
- ethical;

~~From the 2022 season onwards, the following criterion will be added to the three aforementioned criteria:~~

- ~~- organisational.~~

If the number of candidate teams (UCI Women's WorldTeam and UCI women's continental teams) that meet the criteria set out above (administrative, financial, ethical and organisational) is greater than the number of licences available, the licence

commission will decide between them in accordance with articles 2.13.041 or 2.13.042 and 2.13.042 bis.

*[Note: the administrative, financial, ethical and organisational criteria are examined during licence applications as well as during annual registration applications according to article 2.13.069. As for the sporting criterion, this is only examined during licence applications.]*

*(text modified on 12.06.20; 10.06.21).*

#### **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 ~~to 2023~~ for four calendar years;
- licences starting in 2021 ~~to 2023~~ for three calendar years;
- licences starting in 2022 ~~to 2023~~ for two calendar years.

**In all cases, all licences will expire at the end of the 2023 season. Licences issued for the 2023 season, if any, will therefore be for one calendar year.**

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).*

**2.13.037** The licence commission may automatically reduce the duration of validity of the licence to three, two or one years if, in the opinion of the commission and for the reasons it will provide, such a reduction is justified with regard to the criteria set out in articles 2.13.039 to ~~2.13.042 bis~~ **2.13.042 ter**. The applicant who does not accept a licence of reduced validity may renounce the licence under the conditions provided for in article 2.13.076.

*(text modified on 10.06.21).*

**2.13.042 ter** **Among the teams whose licence applications are taken into consideration under article 2.13.034 bis, taking into account only those teams that have met the criteria set out in article 2.13.035, a ranking shall be established by adding the points of the 10 best riders per team. These riders must be validly and definitively registered in the team's roster for the following year (in particular, the riders must be registered in UCI DataRide and the contracts deposited with the auditor appointed by the UCI) on 1 November. The points counted for this ranking shall be the points in the first published ranking following the last UCI Women's WorldTour event of that year.**

**Within the limit of the number of licences available after the allocation of licences to teams that meet the conditions of article 2.13.034, the teams with the highest ranking in**

the classification according to the previous paragraph shall be deemed to fulfil the sporting criterion.

*(article introduced on 10.06.21).*

- 2.13.043** The criteria referred to in articles 2.13.039 to ~~2.13.042~~ ~~ter 2.13.042 bis~~ may also be used to refuse the award of a license, to submit the license to the respect of conditions and/or measures considered appropriate, to reduce the duration of validity of the license or to withdraw it, even if the regulatory conditions are otherwise fulfilled.

*(text modified on 10.06.21).*

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

- 2.13.047** The licence commission shall examine the licence application on the basis of documentation consisting of the following elements:

1. the information contained in the licence application 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;
5. the report or any other opinion of the organisational auditor ~~appointed by the UCI~~ (from the 2022 season onwards).

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 is solely responsible for assuring the quality and complete nature of the information transmitted with their application. In particular, they may not invoke the fact that they have not been asked by the UCI, the auditor, the organisational auditor or the licence commission to provide information or documents or that their attention has not been called to gaps or other factors which may be regarded as negative when their application comes to be judged by the licence commission. The paying agent remains entirely responsible for the accuracy of the data transmitted, regardless of the form of presentation in the UCI's electronic system and shall ensure compliance of the information with the team's situation in the coming season.

*(text modified on 12.06.20; 10.06.21).*

- 2.13.055** The commission shall render its decision as promptly as possible and, when possible, before ~~10 December 20~~ ~~November~~ prior to the first year of the licence.

*(text modified on 10.06.21).*

## § 5 Annual registration

### Preliminary procedure

**2.13.072** On 15 4<sup>st</sup> August preceding the registration year, all UCI Women's WorldTeams or licence applicants which do not have a valid bank guarantee transmitted by SWIFT for the following season must:

1. Obtain a confirmation from their bank that it shall be able to issue, either directly or through a correspondent bank, a SWIFT message to UBS Switzerland (UBSWCHZH12A);
2. Obtain a confirmation from their bank that the bank guarantee shall be issued in accordance with the model guarantee provided in article 2.13.127 and shall fully correspond to the relevant text;
3. Provide the UCI with the name and contact details of the bank that will issue the bank guarantee and confirm that the text shall fully comply with the model provided in article 2.13.127.

*(text modified on 10.06.21).*

**2.13.073** In addition, the UCI reserves the right to request teams to submit the text, in French or English, of their standard contract(s) with riders by 15 4<sup>st</sup> August.

*(text modified on 10.06.21).*

### Registration fee and anti-doping contribution

**2.13.075** Every year, the UCI Women's WorldTeam must pay into the UCI's account a sum to be determined annually by the UCI Management Committee, as a registration fee and contribution to the anti-doping programme.

- The first instalment of this sum is due on 15 4<sup>st</sup> September preceding the registration year;
- No later than 21 days after the granting of registration, the UCI Women's WorldTeam must pay the remaining sum into the UCI account.

In the event of delay, the registration fee shall be automatically increased by CHF 500 per day. If the sum due, including increases, are not paid in full by 31<sup>st</sup> January, registration will be refused and the licence automatically revoked. In addition, a fine of CHF 2,500 shall be payable.

*(text modified on 10.06.21).*

### Audits related to the registration procedure

**2.13.078** On 15 4<sup>st</sup> October preceding the registration year, each UCI Women's WorldTeam or applicant for a licence must:

1. Ensure that the issuing bank submits to the UCI's bank (UBSWCHZH12A), by SWIFT messaging, a bank guarantee, an amendment to an existing bank guarantee or an additional guarantee in accordance with articles 2.13.104 and thereafter;
2. Submit to the UCI via the UCI's electronic platform a list including:
  - A. the exact name of the UCI Women's WorldTeam;
  - B. the address (including telephone number and e-mail) to which all communications to the team can be sent;
  - C. the names, UCI IDs and addresses of the paying agent, manager, principal partners, accountant, sports director, assistant sports director and team doctor;
  - D. the surnames, first names, addresses, nationalities, dates of birth and UCI IDs of the riders;
  - E. the list of the division of tasks referred to in article 1.1.082;

- F. the name and details of the person responsible for the team's registration and accounting. This will be the person nominated by the paying agent as responsible for the registration process on behalf of the team.

In the event of delay, the registration fee will automatically be increased by CHF 500 per day. In addition, the examination of the application will not start until all information has been provided. The risk that the examination may not be completed in good time is the responsibility of the team.

*(text modified on 10.06.21).*

#### **Financial audit**

**2.13.079** In the context of licence and registration applications, the paying agent must provide the following financial documentation to the auditor in an electronic form:

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 cash flow plan to the end of the current year;
5. annual budget for the registration year with explanatory notes;
6. monthly cash flow budget for the registration year;
7. **State of payments by key sponsors, for the current year, as of 30 September;**
8. 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 UCI administration.

*(text modified on 10.06.21).*

**2.13.080** 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 5 by **15 4<sup>st</sup> September** ~~and 11 by 20<sup>th</sup> October~~.

All the contracts, corresponding as a minimum to the number of riders required by article 2.13.166, must be submitted to and approved by the auditor no later than 1 **November December**.

Concerning rider and staff contracts, a copy must be sent electronically to the auditor. The original document must be kept by the team and made available at any time if requested by the auditor.

*(text modified on 10.06.21).*

**2.13.081** The budget and the bank guarantee to be submitted by **15 4<sup>st</sup> October** must take account of all the riders that the UCI Women's WorldTeam or applicant intends to recruit.

*(text modified on 10.06.21).*

## **Common provisions to the financial audit and organisational audit**

- 2.13.086** The paying agent or, where applicable, the licence applicant must provide to the auditor and the organisational auditor all the documents and information required for the audits no later than **15 4<sup>st</sup>** October preceding the registration year.

In the event of delay, the registration fee will automatically be increased by **CHF 500** ~~CHF 1,000~~ per day. This increase shall not be cumulative with that provided for under article 2.13.078 where it applies to the same period. The audit concerned 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 Women's WorldTeam or, where applicable, of the licence applicant.

*(text modified on 10.06.21).*

- 2.13.087** After the deadline of **15 4<sup>st</sup>** October, the auditor and the organisational auditor shall each ~~give forward to the UCI~~ their opinion on the registration documentation submitted by the UCI Women's WorldTeam or by the licence applicant. The opinion shall indicate whether the file contains the documents necessary for the examination of the financial audit and the organisational audit as well as the following essential documents in particular: the sponsorship contracts duly signed with the principal 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 opinions do not constitute a validation of the conformity of said documents with the requirements of the applicable laws and regulations.

The UCI Women's WorldTeam or the licence applicant shall receive a copy of the opinion of the auditor and the opinion of the organisational auditor.

*(text modified on 10.06.21).*

- 2.13.091** The UCI Women's WorldTeams or licence applicants that have not submitted all the essential documents listed in article 2.13.087 by **1 November** ~~20 October~~ will not be registered and will be excluded from the UCI Women's WorldTour licence application process or registration process.

*(text modified on 10.06.21).*

### **Assessment**

- 2.13.093** On **15 4<sup>st</sup>** 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 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).*

## **§ 6 UCI Women's WorldTeams**

### **Identity**

- 2.13.132** The nationality of the UCI Women's WorldTeam is determined, at the choice of the UCI Women's WorldTeam, by:

1. the country of the registered office of the paying agent; or

2. a country where a product or service is marketed by the or a main sponsor under the name of the UCI Women's WorldTeam or of a component of this name.

The UCI administration must be informed of this choice at the latest by 15 4<sup>th</sup> October before the first year of the licence. Failure to do so will result in the nationality of the UCI Women's WorldTeam being determined by the country of the registered office of the paying agent.

*(text modified on 10.06.21).*

## 2.13.180 **Standard contract between a rider and a UCI Women's WorldTeam** [...]

### **ARTICLE 9 - Termination of the contract**

Without prejudice to the legislation governing this contract, it may be terminated before expiry, in the following cases and on the following conditions:

1. The Rider may terminate this contract, without notice or liability for damages:
  - A. if the Employer is declared bankrupt or insolvent or goes into liquidation;
  - B. if the UCI Women's WorldTour licence for the team expires, is withdrawn, or if the UCI Women's WorldTeam is suspended for a period of three months or more;
  - C. if the name of the UCI Women's WorldTeam or its principal partners is changed during the calendar year without the approval required under article 2.13.133 of the UCI Regulations;
  - D. if the Employer or a principal partner withdraws from the UCI Women's WorldTeam and the continuation of the UCI Women's WorldTeam is not guaranteed or else if the UCI Women's 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 her repeated requests, to participate in 5 consecutive competitions in which the team participates.  
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 15 4<sup>th</sup> October of the year preceding a year of registration covered by this contract, the UCI Women's WorldTeam has not submitted a registration file containing the essential documents listed in article 2.13.087, this right of termination lapses upon the registration of the UCI Women's 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 and suspension under the terms of the UCI Regulations for the remaining duration of this present contract.

Serious misconduct is considered to include refusal to participate in cycle races, despite being repeatedly called on to do so by the Employer.

Where relevant, the Rider shall have to prove that they were in no state to compete in a race.

3. Either party shall be entitled to terminate this contract, without notice or liability, should the Rider be rendered permanently unable to exercise the occupation of professional cyclist.

4. The contract can be terminated by common agreement of both parties before its full term.

[...]

*(text modified on 10.06.21).*

### **Supervision and penalties**

**2.13.213** When ~~necessary for referral to the Disciplinary Commission~~, The UCI is entitled to demand copies of contracts, financial records and any other document ~~submitted within the registration process, in full or in part~~, from the concerned rider, the UCI Women's WorldTeam or auditor, ~~insofar as these are relevant to~~ in the following cases :

- In order to verify compliance with UCI regulations with a view to potentially submitting a petition to the UCI Disciplinary Commission or Ethics Commission;
- if the UCI is informed that a team's paying agent has or anticipates any financial difficulties, including, but not limited to, the failure to pay a debt on the due date, insolvency or risk of insolvency, any significant changes in the annual budget, the cash flow plan or the financial planning;
- if there arises a risk, a dispute or any other circumstance likely to endanger the financial stability of the paying agent;
- if the paying agent announces to the UCI or to the members of the team the dissolution, the end of its activity or the failure to meet any obligation;
- if the paying agent plans to move its registered office, a decrease in capital, a change in legal form or identity (e.g. by merger or absorption), is subject to a request or implementation of any agreement or any measure regarding its creditors.

*(text modified on 10.06.21).*

### **UCI Women's WorldTour Promotion**

**2.13.214 bis** The UCI will publish an annual report to publicly promote the UCI Women's WorldTour. It will be based on the series' aggregated statistical data and illustrate its attractiveness.

*(article introduced on 10.06.21).*

## **Chapter XV UCI WORLDTOUR**

### **§ 1 UCI WorldTour**

#### **Criteria**

**2.15.011 f** The organisational criterion is assessed on the basis of the report by the organisational auditor ~~appointed by the UCI~~, taking account of compliance with the organisational specifications, published as an annexe to the UCI Regulations.

*(article introduced on 12.01.17; text modified on 10.06.21).*

#### **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 or any other opinion of the organisational auditor ~~appointed by the UCI~~;
4. the report drawn up by the UCI;
5. 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, the organisational auditor 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.

*(text modified on 12.01.17; 10.06.21).*

**2.15.025** The commission shall render its decision as rapidly as possible and, as far as possible before ~~10 December 20~~~~November~~ prior to the first year of the licence.

*(text modified on 10.06.21).*

### **§ 3 UCI WorldTeams**

#### **Identity**

**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 ~~15~~ <sup>4<sup>st</sup></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; 10.06.21).*

## Registration

**2.15.065** By 15 4<sup>st</sup> August preceding the registration year, all UCI WorldTeams or licence applicants which do not have a valid bank guarantee transmitted by SWIFT for the following season must:

1. Obtain a confirmation from their bank that it shall be able to issue, either directly or through a correspondent bank, a SWIFT message to UBS Switzerland [UBSWCHZH12A];
2. Obtain a confirmation from their bank that the bank guarantee shall be issued in accordance with the model guarantee provided in article 2.15.141 and shall fully correspond to the relevant text;
3. Provide the UCI with the name and contact details of the bank that will issue the bank guarantee and confirm that the text shall fully comply with the model provided in article 2.15.141.

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 15 4<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 2.15.139 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; 24.03.17; 10.06.21).*

**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 15 4<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; 10.06.21).*

**2.15.067** On 15 4<sup>st</sup> October preceding the registration year, all UCI WorldTeams or licence applicants must:

1. Ensure that the issuing bank submits to the UCI's bank (UBSWCHZH12A), by SWIFT messaging, a first-demand bank guarantee, an amendment to an

- existing bank guarantee or a supplementary guarantee in compliance with article 2.15.092 and the following articles ;
2. Submit to the UCI headquarters, the following information:
    - A. the exact name of the UCI WorldTeam;
    - B. the address (including telephone 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 license 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; 24.03.17; 1.07.18; 10.06.21).*

#### **Financial audit**

#### **2.15.068**

In the context of licence and registration applications, the paying agent must provide (electronically) 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. **state of payments by key sponsor, for the current year, as of 30 September;**
8. 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 **15 4<sup>st</sup> October** and 15 by **1 November 20~~October~~**.

All the contracts, numbering at least 27, must be submitted to and approved by the auditor no later than 1 December.

Concerning riders' and staff contracts, a copy must be sent electronically to the auditor. The original document must be kept by the team and made available at any times if requested by the auditor.

The budget and the bank guarantee to be submitted by **15 4<sup>st</sup> 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; 12.01.17; 1.01.20; 10.06.21).*

## **Common provisions to the financial audit and organisational audit**

**2.15.069** The paying agent or, where applicable, the licence applicant must provide to the auditor and the organisational auditor all the documents and information required for the audits no later than **15 4<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 concerned 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; 12.01.17; 10.06.21).*

**2.15.069 bis** After the deadline of **15 4<sup>st</sup>** October, the auditor and the organisational auditor shall each **give forward to the UCI** their opinion on the registration documentation submitted by the UCI WorldTeam or by the applicant for a licence. The opinion shall indicate whether the file contains the documents necessary for the examination of the financial audit and the organisational audit as well as in particular 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 opinions do 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 the opinion of the auditor and the opinion of the organisational auditor.

Thereafter, the UCI shall publish a list of the UCI WorldTeams or licence applicants which have submitted a registration file containing all the essential documents 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; 12.01.17; 10.06.21).*

**2.15.069 quater** UCI WorldTeams or licence applicants which would not have submitted the entire essential documents listed in art. 2.15.069bis by **1 November 20-October** may not be registered and will be excluded from the UCI WorldTour licence application process or registration process as a UCI WorldTeam.

*(article introduced on 1.02.12; modified on 1.01.15; 12.01.17; 10.06.21).*

**2.15.070** On **15 4<sup>st</sup>** November, the UCI administration will issue its assessment of the UCI WorldTeams and applicants for a licence.

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).*

#### **UCI WorldTour Promotion**

**2.15.131 bis** The UCI will publish an annual report to publicly promote the UCI WorldTour. It will be based on the series' aggregated statistical data and illustrate its attractiveness.

*(article introduced on 10.06.21).*

#### **Supervision and penalties**

**2.15.137 bis** ~~When necessary for referral to the Disciplinary Commission, t~~The UCI is entitled to demand copies of contracts, financial records and any other documents ~~submitted within the registration process, in full or in part,~~ from the concerned rider, UCI WorldTeam or auditor, ~~insofar as these are relevant to the case~~ in the following cases:

- In order to verify compliance with UCI regulations with a view to potentially submitting a petition to the UCI Disciplinary Commission or Ethics Commission;
- if the UCI is informed that a team's paying agent has or anticipates any financial difficulties, including, but not limited to, the failure to pay a debt on the due date, insolvency or risk of insolvency, any significant changes in the annual budget, the cash flow plan or the financial planning;
- if there arises a risk, a dispute or any other circumstance likely to endanger the financial stability of the paying agent;
- if the paying agent announces to the UCI or to the members of the team the dissolution, the end of its activity or the failure to meet any obligation;
- if the paying agent plans to move its registered office, a decrease in capital, a change in legal form or identity (e.g. by merger or absorption), is subject to a request or implementation of any agreement or any measure regarding its creditors.

*(article introduced on 8.11.16, text modified on 10.06.21).*

#### **Model contract between a rider and a UCI WorldTeam**

**2.15.139** [...]

##### **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 15<sup>th</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.

In case the suspension imposed on the rider is subsequently cancelled or rescinded according to a final and binding decision, the Rider will be entitled to compensation corresponding to the remuneration due to him by the Team from the date of termination until the natural expiry date of the 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.

[...]

*(text modified on 1.07.09; 1.07.10; 1.04.11; 1.07.12; 1.01.15; 1.01.18; 1.07.19; 10.06.21).*

## § 4 UCI WorldTour calendar

### UCI WorldTour Promotion

**2.15.196 bis** The UCI will publish an annual report to publicly promote the UCI WorldTour. It will be based on the series' aggregated statistical data and illustrate its attractiveness.

*(article introduced on 10.06.21).*

## Chapter XVI UCI PROTEAMS

**2.16.007** The nationality of a UCI ProTeam 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 ProTeam or of an element of that name.

The UCI administration must be notified of this choice no later than **15 4<sup>st</sup>** October before the registration year. By default, the nationality of the UCI ProTeam 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 ProTeam 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 ProTeam 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; 10.06.21).*

**2.16.011** By **15 4<sup>st</sup>** August preceding the registration year, all UCI ProTeams or candidates applying to this status which do not have a valid bank guarantee transmitted by SWIFT for the following season must:

1. Obtain a confirmation from their bank that it shall be able to issue, either directly or through a correspondent bank, a SWIFT message to UBS Switzerland [UBSWCHZH12A];
2. Obtain a confirmation from their bank that the bank guarantee shall be issued in accordance with the model guarantee provided in article 2.16.054 and shall fully correspond to the relevant text;
3. Provide the UCI with the name and contact details of the bank that will issue the bank guarantee and confirm that the text shall fully comply with the model provided in article 2.16.054.

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 **15 4<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 UCI ProTeam.

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

By 15 4<sup>st</sup> September preceding the registration year, the UCI ProTeam 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 1.06.06; 26.06.07; 1.07.10; 1.10.10; 1.02.11; 1.09.13; 1.05.17; 10.06.21).*

**2.16.012** By 15 4<sup>st</sup> October prior to the registration year all the teams applying for UCI ProTeam status must:

1. Ensure that the issuing bank submits to the UCI's bank [UBSWCHZH12A], by SWIFT messaging a first-demand bank guarantee in line with the model set out in article 2.16.054, in English, 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 UCI ProTeam for the current year and no lower than the minimum amount set under article 2.16.024;
2. Submit to the UCI headquarters the following information:
  - A. the exact name of the UCI ProTeam;
  - B. the address (including telephone number and e-mail) to which all communications to the UCI ProTeam 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 UCI ProTeam status.

*(text modified on 20.10.05; 25.09.07; 1.01.09; 1.07.10; 1.05.17; 1.07.18; 10.06.21).*

#### **Audit**

**2.16.014** The team applying for UCI ProTeam status must submit all the documents and information required for the audit to the auditor appointed by the UCI no later than 15 4<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 UCI ProTeam. 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 15 4<sup>st</sup> October and 15 by 1 November ~~20 October~~. All the contracts, numbering at least 20\*, must be submitted to and approved by the auditor no later than 1 December.

Concerning riders' and staff contracts, a copy must be sent by electronic format to the UCI-appointed auditor. The original document must be kept by the team and made available at any times if requested by the UCI-appointed auditor.

The budget and the bank guarantee to be submitted by 15 4<sup>th</sup> October must take account of all the riders that the UCI ProTeam intends to recruit.

Any costs incurred for additional work, including random checks, carried out by the auditor on the UCI ProTeam or a team applying for that status before or after its registration may be invoiced to the team as additional auditing costs.

*\* Special provision for UCI ProTeams outside of Europe: The minimum number of riders that a team must contract is respectively 16, 18 and 20 for seasons 2021, 2022 and 2023.*

*(text modified on 1.07.10; 1.04.11; 15.08.14; 1.07.15; 13.10.16; 1.01.20; 25.09.20; 10.06.21).*

**2.16.014 bis** After the 15 4<sup>th</sup> October deadline, the auditor shall make a report to the UCI concerning the registration documents submitted by the entity seeking the status of UCI ProTeam. 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 UCI ProTeam will receive a copy of this report.

Following this report, the UCI will publish on its web site the entities seeking the status of UCI ProTeams 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.E 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; 1.09.13 ; 10.06.21).*

**2.16.016** On 15 4<sup>th</sup> 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 articles 2.15.011a and ~~2.15.011b~~, but whose documentation is found to be in order by the UCI administration on 15 4<sup>th</sup> 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.

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

### **Supervision and Penalties**

**2.16.051  
bis**

~~When necessary for referral to the Disciplinary Commission,~~ The UCI is entitled to demand copies of contracts, financial records and any other documents submitted within the registration process, ~~in full or in part,~~ from the concerned rider, UCI ProTeam or auditor, ~~insofar as these are relevant to the case in the following cases:~~

- In order to verify compliance with UCI regulations with a view to potentially submitting a petition to the UCI Disciplinary Commission or Ethics Commission;
- if the UCI is informed that a team's paying agent has or anticipates any financial difficulties, including, but not limited to, the failure to pay a debt on the due date, insolvency or risk of insolvency, any significant changes in the annual budget, the cash flow plan or the financial planning;
- if there arises a risk, a dispute or any other circumstance likely to endanger the financial stability of the paying agent;
- if the paying agent announces to the UCI or to the members of the team the dissolution, the end of its activity or the failure to meet any obligation;
- if the paying agent plans to move its registered office, a decrease in capital, a change in legal form or identity (e.g. by merger or absorption), is subject to a request or implementation of any agreement or any measure regarding its creditors.

*(article introduced on 1.05.17, text modified on 10.06.21).*

### **Standard contract between a rider and a UCI ProTeam**

**2.16.052**

[...]

#### **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 UCI ProTeam 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 UCI ProTeam and the continuity of the UCI ProTeam is not guaranteed or else if the UCI ProTeam 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 15 4<sup>st</sup> October of the year preceding the registration year covered by the present contract, the UCI ProTeam 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.

In case the suspension imposed on the rider is subsequently cancelled or rescinded according to a final and binding decision, the Rider will be entitled to compensation corresponding to the remuneration due to him by the Team from the date of termination until the natural expiry date of the 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 UCI ProTeam 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.

*(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; 1.01.18; 1.07.19; 10.06.21).*