

# PART 2 ROAD RACES

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# PART 2 ROAD RACES

## Chapter 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 ProTour events are entered on the world calendar by the UCI ProTour 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.

The Africa Tour, America Tour, Asia Tour and Oceania Tour shall start on the 1st October and end on the 30th September of the next year.

The Europe Tour shall start on the 15th October and end on the 14th October of the next year.

*(text modified on 1.01.02; 1.01.05; 1.01.06).*

**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**

<b>Class</b>	<b>Circuit</b>	<b>Participation</b>
Olympic Games	World	as per part XI
World championships	World	national teams, in accordance with the world championship regulations (see part IX)
ME UCI ProTour	World	<ul style="list-style-type: none"> <li>- UCI ProTeams, compulsorily</li> <li>- UCI professional continental teams <b>with the label wild card and upon invitation</b></li> </ul>
Continental championships	Continental	- national teams, in accordance with the continental championship regulations (see part X)
Regional games	Continental	- national teams, in accordance with the regional games regulations (see part X)
ME HC (1.HC+2.HC)	UCI Europe Tour	<ul style="list-style-type: none"> <li>- UCI ProTeams (max. 50%)</li> <li>- UCI professional continental teams</li> <li>- UCI continental teams of the country</li> </ul>
ME 1 (1.1+2.1)	UCI Europe Tour	<ul style="list-style-type: none"> <li>- UCI ProTeams (max. 50%)</li> <li>- UCI professional continental teams</li> <li>- UCI continental teams</li> <li>- national teams</li> </ul>
ME 2 (1.2 + 2.2)	UCI Europe Tour	<ul style="list-style-type: none"> <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>
ME HC (1.HC+2.HC)	UCI Africa Tour UCI America Tour UCI Asia Tour UCI Oceania Tour	<ul style="list-style-type: none"> <li>- UCI ProTeams (max. 50%)</li> <li>- UCI professional continental teams</li> <li>- UCI continental teams</li> <li>- national teams</li> </ul>
ME 1 (1.1+2.1)	UCI Africa Tour UCI America Tour UCI Asia Tour UCI Oceania Tour	<ul style="list-style-type: none"> <li>- UCI ProTeams (max. 50%)</li> <li>- UCI professional continental teams</li> <li>- UCI continental teams</li> <li>- national teams</li> </ul>
ME 2 (1.2+2.2)	UCI Africa Tour UCI America Tour UCI Asia Tour UCI Oceania Tour	<ul style="list-style-type: none"> <li>- UCI professional continental teams</li> <li>- UCI continental teams</li> <li>- national teams</li> <li>- regional and club teams</li> </ul>
ME 2 Ncup (1.2 + 2.2)	Continental	<ul style="list-style-type: none"> <li>- national teams</li> <li>- mixed teams</li> </ul>
MU 2 (1.2 + 2.2)	Continental	<ul style="list-style-type: none"> <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>

WE Wcup	World	- UCI women's teams - national teams
WE 1 (1.1+2.1)	World	- UCI women's teams - national teams* - regional and club teams*
WE 2 (1.2+2.2)	World	- UCI women's teams - national teams* - regional and club teams* - mixed teams
MJ <b>NCup</b> (1. <b>NCup</b> +2. <b>NCup</b> )	World	- national teams - mixed teams
MJ 1 (1.1+2.1)	World	- national teams - regional and club teams - mixed teams
WJ 1 (1.1+2.1)	World	- national teams - regional and club teams - mixed teams

\* Women aged 18 may be included in these teams, provided they have authorisation from the national federation that issued their license.

*(article modified on 1.01.99; 1.01.05; 1.01.06; 1.10.06; 25.09.07).*

**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 ProTeam.

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

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

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

*(text introduced on 1.01.06; 1.01.07).*

## **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. Mixed teams may not include riders from a UCI ProTeam.

*(article introduced on 1.01.05).*

- 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 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.

*(article introduced on 1.01.05).*

**2.2.002** The number of riders participating in a road race shall be limited to 200.

**2.2.003** The number of titular riders per team shall be set at 4 minimum and 10 maximum. The organiser shall indicate in the programme or technical guide and on the entry form the maximum number for his race. That number shall be the same for all teams. No account shall be taken of any riders entered in excess of that number.

If the maximum number of riders per team is 4, 5 or 6, no team may take the start with less than 4 riders. If the maximum number of riders per team is 7 or 8, no team may take the start with less than 5 riders. If the maximum number of riders per team is 9 or 10, no team may take the start with less than 6 riders.

In the UCI ProTour, the number of riders per team is 9 for the major tours. For the other UCI ProTour events, the number of riders per team is 8. However, subject to prior permission by the UCI ProTour council, the organiser may fix the number of riders per team at 7. The organiser shall request the permission of the UCI ProTour council on or before 1st February of the year of the event.

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

*(text modified on 1.01.05; 1.01.07).*

**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 ProTour team or to a UCI professional continental team may not take part in cycling for all events unless an exemption is granted by the UCI ProTour 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 ProTour races: the organiser must pay a participation allowance of which the amount is determined by the UCI ProTour council; this amount shall be increased with FS 1550 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 accommodation and living expenses for the entire team for 2 days. **For a team which participates in a round out of the continent on which it is registered, the organiser shall pay the accommodation expenses for the whole team during 2 days, plus an allowance fixed by the management Committee.**

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

**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; 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 UCI ProTour races 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 ProTour race must compulsorily stay in a hotel at the start venue the night before the start.

*(article introduced on 1.01.05).*

### **Exclusion from races**

**2.2.010 bis** 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 UCI ProTour council in the case of a UCI ProTour 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 UCI ProTour 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.

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

## § 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 team managers' 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;
- the name, address and telephone number of the event director and the names of the officials.

*(text modified on 1.01.02; 1.01.05; 1.01.07).*

**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 team managers.

*(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, team managers 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).*

**§ 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** During races for **men under 23**, juniors men and/or juniors women, the use of radio links or other means of remote communication with the riders is not permitted.

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

**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.

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

**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.

**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 1.60 m.

*(text modified on 1.01.03).*

**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 bis** (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 ProTour races the briefing shall be held the day before the race after the team managers' meeting, or on the morning of the race.

*(text modified on 1.01.06; 1.01.07).*

### **Followers**

**2.2.035** All persons following a race, except for accredited journalists and guests of honour, have to be licence holders.

Team cars shall carry a team manager who holds the appropriate licence, who shall be responsible for the vehicle. For vehicles of teams registered with the UCI, this team manager shall also be registered as such with the UCI.

*(text modified on 1.01.98; 1.01.05).*

**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 driving alongside the race be driven by experienced drivers, familiar with cycle races and knowing how to manoeuvre. Such drivers may be reporters or technicians. Each press institution shall be responsible for the driving skill of the drivers and motor-cyclists it appoints.

**§ 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** Vehicle drivers or motor-cycle passengers who fail to comply with the aforementioned orders or instructions shall have their accreditation plates confiscated for a period of time commensurate with the gravity of the facts. This disciplinary action, which shall be taken by a member of the commissaires' panel with the agreement of the race director or one of his delegates, shall be implemented immediately.

*(text modified on 1.01.05).*

- 2.2.054** Should the accreditation plates be confiscated during a UCI ProTour event, the measure shall apply during any subsequent event(s) of the UCI ProTour. 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 commissaires 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 team managers' 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. Team managers may be interviewed except during the last 10 kilometres and provided that the interview is conducted from a motor-cycle. A fine of 200 Swiss francs will be imposed on a team whose team manager 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, team managers 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 ProTour 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 UCI ProTour and 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 international commissaire who shall then accompany them to the anti-doping test room. The organisers of elite men's events on the continental calendar 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).*

**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:

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---

Special representatives:

Surname and first name

Position

Press card No.  
(attach photocopy)

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---

Car - Make

Registration No.

---

Motor-cycle - Make

Registration No.

---

Fitted with receiver:

yes/no

Requires place in organisation car:

yes/no

Press room:

No. of places required:

---

Transmission media required:

- Telephone

yes/no

- Fax

yes/no

- Internet access point

yes/no

Firm - Publication - Agency seal:

---

Date + signature:

---

Information regarding our event is to be sent to the following address:

---

---

Deadline:

---

Questionnaire to be returned no later than:

---

*(text modified on 1.01.05).*

**Positioning of press photographers**

**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:

<b>Number</b>	<b>Surname, First name</b>	<b>UCI Code</b>
<b>VCM</b>	<b>VÉLO CLUB MÉDITERRANÉE</b>	<b>FRA</b>
<b>1</b>	<b>GRANDGIRARD Stéphane</b>	<b>FRA19781229</b>
<b>2</b>	<b>DUPONT Laurent</b>	<b>FRA19730915</b>
<b>3</b>	<b>DURANT Claude</b>	<b>FRA19830302</b>
<b>4</b>	<b>MAURAS Edouard</b>	<b>FRA19790621</b>
<b>5</b>	<b>PONS Fabrice</b>	<b>FRA19800424</b>
<b>6</b>	<b>FAZAN Jonathan</b>	<b>FRA19810521</b>
<b>Team manager:</b>	<b>ROSSONE Jean</b>	
<b>CAP</b>	<b>CLUB AZZURE PIEMONTE</b>	<b>ITA</b>
<b>11</b>	<b>BRINES Pablo</b>	<b>ESP19790917</b>
<b>12</b>	<b>POGGI Alessandro</b>	<b>ITA19801003</b>
<b>13</b>	<b>RICCI Filippo</b>	<b>ITA19841202</b>
<b>14</b>	<b>PIZZO Dario</b>	<b>ITA19820110</b>
<b>15</b>	<b>LEROY Christian</b>	<b>SUI19810318</b>
<b>16</b>	<b>GUSTOVAS Ignas</b>	<b>LTU19770315</b>
<b>Team manager:</b>	<b>CASARO Paolo</b>	
<b>MUN</b>	<b>MUNCHEN TEAM</b>	<b>GER</b>
<b>21</b>	<b>SCHNIDER Hans</b>	<b>AUT19750525</b>
<b>22</b>	<b>MULLER Uwe</b>	<b>GER19811104</b>
<b>23</b>	<b>KELLER Tobias</b>	<b>GER19690923</b>
<b>24</b>	<b>SCHÖLL Mathias</b>	<b>GER19780424</b>
<b>25</b>	<b>ESPOSITO Filippo</b>	<b>ITA19820610</b>
<b>26</b>	<b>BAUMANN Andreas</b>	<b>SUI19790624</b>
<b>Team manager:</b>	<b>BECKER Karl</b>	

<b>HCT</b>	<b>HOOGVEEN CLUB TEAM</b>	<b>NED</b>
<b>31</b>	<b>VAN ISSUM Peter</b>	<b>NED19750525</b>
<b>32</b>	<b>POELMAN Erick</b>	<b>NED19810704</b>
<b>33</b>	<b>VAN GLIEST Thomas</b>	<b>NED19790923</b>
<b>34</b>	<b>BERGER Jorg</b>	<b>GER19820424</b>
<b>35</b>	<b>SUMIAN Christophe</b>	<b>FRA19790610</b>
<b>36</b>	<b>BAUMANN Andreas</b>	<b>NED19790624</b>
<b>Team manager:</b>	<b>KOOIMAN Joop</b>	

*(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
<b>1</b>	<b>4</b>	<b>FRA19790621</b>	<b>MAURAS Edourad</b>	<b>VCM</b>	<b>4h32'05"</b>
<b>2</b>	<b>21</b>	<b>AUT19750525</b>	<b>SCHNIDER Hans</b>	<b>MUN</b>	<b>à 10"</b>
<b>3</b>	<b>15</b>	<b>SUI19810318</b>	<b>LEROY Christian</b>	<b>CAP</b>	<b>à 22"</b>
<b>4</b>	<b>1</b>	<b>FRA19781229</b>	<b>GRANDGIRARD Stéphane</b>	<b>VCM</b>	<b>à 26"</b>
<b>5</b>	<b>32</b>	<b>NED19810704</b>	<b>POELMAN Erick</b>	<b>HCT</b>	<b>à 1'46"</b>

etc.

Number of starters:

Riders finishing out of time limits:

Riders abandoning the race:

*(text modified on 1.01.07; 1.01.08).*



**Chapter ONE-DAY RACES**

**Method**

**2.3.001** (N) One-day races are only contested by teams and - when authorised by the present regulations - by mixed teams.

*(text modified on 1.01.05).*

**Distances**

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

<b>Class</b>	<b>Category</b>	<b>Distance</b>	
<i>Olympic Games and world championships</i>	<i>ME</i>	<i>From 250 to 280 km</i>	
	<i>WE</i>	<i>From 120 to 140 km</i>	
	<i>MU</i>	<i>From 160 to 180 km</i>	
	<i>MJ</i>	<i>From 120 to 140 km</i>	
	<i>WJ</i>	<i>From 60 to 80 km</i>	
Continental championships	ME	Maximum 240 km	
	MU	Maximum 180 km	
	WE	Maximum 140 km	
	MJ	Maximum 140 km	
	WJ	Maximum 80 km	
Regional games	ME	Maximum 240 km	
	MU	Maximum 180 km	
	WE	Maximum 140 km	
	MJ	Maximum 140 km	
	WJ	Maximum 80 km	
ME UCI ProTour		Distance determined <b>by the UCI ProTour Council</b>	
UCI Continental Circuits	ME	1.HC	Maximum 200 km*
	ME	1.1	Maximum 200 km*
	ME	1.2	Maximum 200 km
	MU	1.2	Maximum 180 km
World	WE	Wcup	From 120 to 140 km
	WE	1.1	Maximum 140 km
	WE	1.2	Maximum 140 km
World	MJ	<b>1.Ncup</b>	Maximum 140 km
	MJ	1.1	Maximum 140 km
World	WJ	1.1	Maximum 80 km

\* Except prior permission of the UCI management committee.

*(text modified on 1.01.05; 1.01.08).*

**2.3.003** For international events outside Europe, exemptions may be granted by the UCI management committee or, for UCI ProTour events, by the UCI ProTour 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 team manager 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 12 km long.

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).*

**2.3.008** Races may finish 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 12 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 final circuit.

**Start of the race**

**2.3.009** Riders and their team managers 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.

*(text modified on 1.01.05).*

**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 UCI ProTour 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.**

***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).*

### **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 team manager'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 ProTour

1. the cars of the UCI ProTeams represented at the team managers' meeting referred to in article 1.2.087 in the order of the UCI ProTour individual classification as drawn up on the day before the event;
2. the cars of UCI ProTeams represented at the meeting whose riders have not yet earned points in the UCI ProTour individual classification;
3. the cars of other teams represented at the meeting;
4. the cars of teams which failed to confirm their starting riders within the time limits set out in article 1.2.090;
5. the cars of teams not represented at the meeting.

In groups 2 to 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 placed in group 4 or 5 as appropriate.

### Elite women's events

1. the cars of UCI women's teams and of national teams represented at the team managers' 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 team managers' meeting which confirmed their starters within the time set;
3. the cars of teams represented at the team managers' meeting which failed to confirm their starters within the time set;
4. the cars of teams not represented at the team managers' meeting.

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

### Other events

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

Within each group, the order of cars will be determined by drawing lots at the team managers' 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 1st place, the second name drawn the 2nd place, etc.

*(text modified on 1.01.01; 1.01.03; 1.01.05).*

**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 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 the under 23, 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).*

**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 five to eight riders;*
3. *vehicles of nations entering fewer than five riders grouped according to the number of riders entered.*

***In the first group, the order is determined by the latest UCI ProTour elite men 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.***

*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 latest UCI ProTour elite men 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).*

### **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 bonk-bags or flasks.

Riders shall move slowly up level with their team manager'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.

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).*

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

The commissaires panel may reduce the distance of 50 kilometres 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).*

- 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 receive technical support from the technical personnel of their team or from one of the neutral support cars or else from the broom wagon.

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

- 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 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 5% 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).*

- 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).*

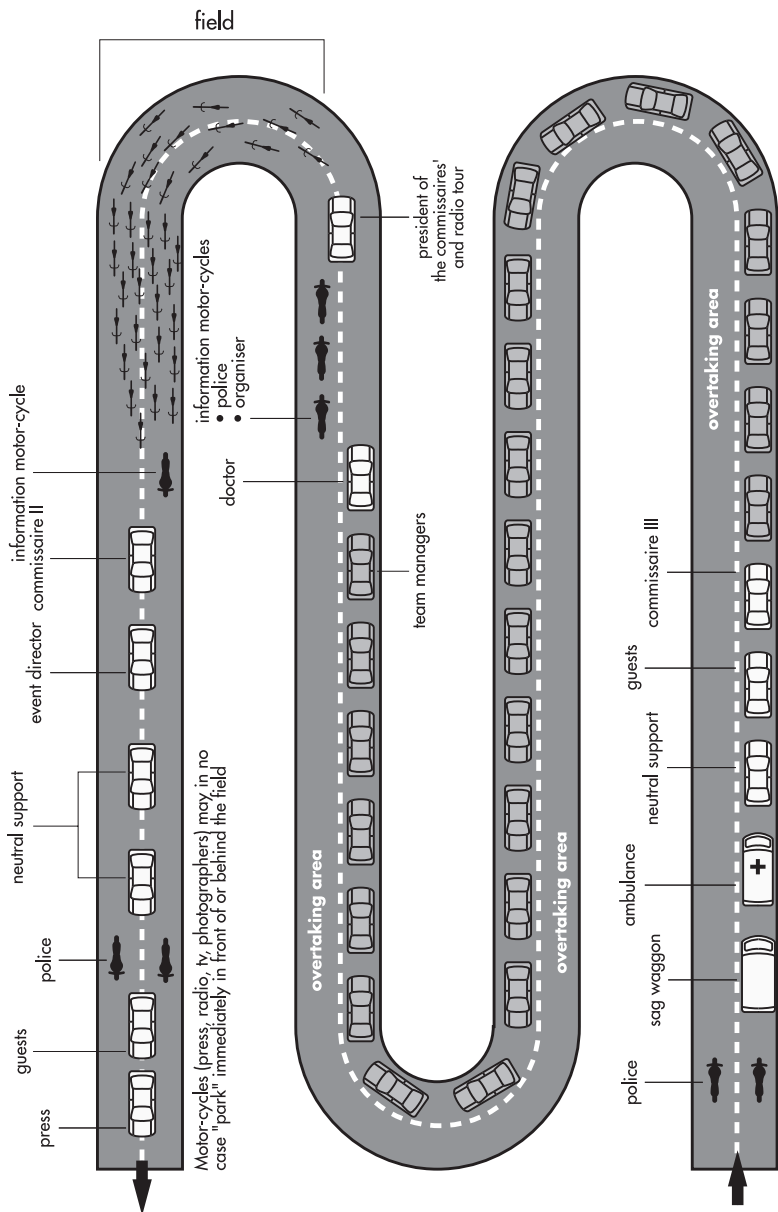
## **Disqualification**

**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



# IV

## Chapter INDIVIDUAL TIME TRIALS

### Distances

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

Category		Maximum distance	
		<i>World championships and Olympic Games</i>	Other events
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 2.6.021.

**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.

*(text modified on 1.01.04).*

- 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).*

# V

## Chapter 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.

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

### Distances

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

Category		Maximum distance
men:	juniors	70 km
	under 23	80 km
	elite	100 km
women:	juniors	30 km
	elite	50 km

*(text modified on 1.01.05; 1.01.07).*

### 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 signalled 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.

**2.5.007** The starting order of team time trial stages during stage races shall be governed by article 2.6.022.

**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.

*(text modified on 1.01.05).*

**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.

*(text modified on 1.01.06).*

### **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 2nd 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).*

# VI

## Chapter 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** Professional continental teams that wish to take part in a stage race of the UCI ProTour must submit an entry to the organiser no later than 31 January of the year in question. This entry shall constitute a firm undertaking to take part.

The organiser may not accept professional continental teams other than those who have entered by the deadline given above.

The organiser must publish the list of participating professional continental teams on 1 March for a major tour and 60 days prior to the start for the other races.

The use of the official entry form remains obligatory as per the procedures set out in article 1.2.049.

*(text modified on 1.01.02; 1.01.03; 1.01.04; 1.01.05; 1.01.06).*

### 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;

2. 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;
3. 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 ProTour

Races	Maximum
Major tours	15 to 23 days
Other events	duration determined by the UCI ProTour council

UCI continental circuits

The maximum duration of each event shall be that of 2004. 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 maximum duration of each event shall be that of 2004. 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 maximum duration of each event shall be that of 2004. 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).*

**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	180 km	260 km	80 km	80 km
under 23	150 km	180 km	40 km half-stage: 25 km	60 km half-stage: 40 km
juniors	100 km	120 km	30 km half-stage: 15 km	50 km half-stage: 25 km
women				
elite	100 km	130 km	40 km	<b>50 km</b>
juniors	60 km	80 km	15 km	20 km

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

*(text modified on 1.01.05; 1.01.06; 1.01.08).*

**2.6.009** With a special waiver from the executive committee or, for UCI ProTour events, from the UCI ProTour council, organisers may be authorised to include:

- a maximum of two stages of over 260 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).*

**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 6 days	Races of 6 days or more
<b>UCI ProTour</b>	<b>half-stages forbidden</b>	
<b>Men elite</b>	<b>2</b>	<b>4</b>
<b>Under 23</b>	<b>2</b>	<b>4</b>
<b>Women elite</b>	<b>2</b>	<b>half-stages forbidden</b>
<b>Juniors</b>	<b>2</b>	<b>half-stages forbidden</b>

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

**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 11 or more days of competition, at least one rest day must be allowed for.

In the major tours two rest days are obligatory.

*(text modified on 1.01.02).*

**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 UCI ProTour events and 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 the UCI ProTour events and in events 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).*

**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 placed riders 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).*

**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 6.

*(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:

- stages: 3 sprints maximum

Bonuses

- intermediate sprints: 6" - 4" - 2"
- finish: half-stage: 2" - 8" - 4"  
stage: 20" - 12" - 8"

2. Other events

Intermediate sprints:

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

## Bonuses

- intermediate sprints: 3" - 2" - 1"
- finish: half-stage: 6" - 4" - 2"  
stage: 10" - 6" - 4"

*(text modified on 1.01.03; 1.01.06).*

**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 ProTour events, the UCI ProTour 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. Where no such classification exists, the starting order shall be determined by drawing lots.

**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 200 to 1000 Swiss francs.

For major tours, the event directors and the commissaires panel jointly may, however, grant exceptions at the request of a rider and with the agreement of his team manager.

*(text modified on 1.01.05).*

### **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).*

**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.

The commissaires panel may extend the finishing time limits after consultation with the organiser.

*(text modified on 1.01.02).*

### **Team vehicles**

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

However, in UCI ProTour races and events in classes 2.HC, and 2.1, a second car per team is allowed, except in circuit races and on final circuits. The second paragraph of article 2.2.035 does not apply to this second vehicle but its driver must nevertheless be licensed as a member of the team staff.

*(text modified on 1.01.98; 1.01.05).*

**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 20 places only.

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).*

**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).*

# VII

## Chapter 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 January.

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).*

**2.7.006** An organiser may not contract a rider from a UCI ProTeam 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).*

**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 team managers 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. Nevertheless, if the cancellation or the interruption is due to force majeure, the following rules shall apply:

- cancellation before the start: the organiser shall refund riders their travel expenses;
- interruption of the race: the organiser shall distribute the "gate money" among riders proportionally to the amount of their respective contracts.

**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.

# VIII

## Chapter 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;
  2. **riders of a UCI ProTeam 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 8000 Swiss francs;
  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).*

# IX

## Chapter OTHER 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 UCI ProTour 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 one-day race provisions that shall apply by analogy.

# X

## Chapter CLASSIFICATION OF THE UCI PROTOUR

*(Section replaced on 01.01.05).*

- 2.10.001** The UCI has created a yearly classification of riders, teams and nations for the UCI ProTour. This classification is the exclusive property of the UCI.

### **Individual classification**

- 2.10.002** Riders belonging to a UCI ProTeam score points in the individual classification in accordance with the scale fixed annually by the UCI ProTour council.

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

Points for places taken by non-UCI ProTeam riders shall not be awarded.

*(text modified on 1.01.07).*

- 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 ProTour 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.

### **Classification by team**

- 2.10.004** The team classification for stage races shall be as per article 2.6.016.

- 2.10.005** To determine the team classification for one-day races, points will be awarded to the three best placed riders in each team, as follows: 1 point for first place, 2 points for second, etc.

Only those teams with at least 3 riders in the official placings of the event shall be considered for the classification.

Teams shall be classed in increasing order of the points awarded.

Teams tying in the event classification shall be ranked according to the classification obtained by their respective best riders.

**2.10.006** For each event covered by the points scale set by the UCI ProTour council pursuant to article 2.10.002, points shall be awarded in accordance with the following scale:

Race team classification	Points
1	20
2	19
3	18
4	17
5	16
6	15
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

Points corresponding to positions taken by non-UCI ProTeam teams shall not be awarded.

**2.10.007** Ties on points between teams in the general classification shall be resolved by counting up the greatest number of 1st places, 2nd places etc. obtained on the team classification of the races of the current year, taking into account only places for which UCI ProTour points are allocated under article 2.10.006.

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

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

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

**Classification by nation**

**2.10.008** 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.

*(text modified on 1.01.06).*

**Updates**

**2.10.009** Classifications shall be updated at the end of each UCI ProTour event.

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, UCI ProTour classifications will be amended.

**Distinctive symbols**

**2.10.010** The UCI shall award the UCI ProTour leader's apparel to the leader of the individual classification. The apparel must be worn in UCI ProTour races, and in no other race.

A former winner of the UCI ProTour individual classification may have a band on his collar and on the cuffs of his jersey and shorts in the colour of the UCI ProTour, as per the technical specifications which will be provided to him by the UCI. However, such clothing may only be worn during road events.

The team leading the team classification may require its riders to wear a helmet of a distinctive design as specified by the UCI.

A team that wins the team classification may display a distinctive symbol on its jersey and in various other places as specified by the UCI.

*(text modified on 1.01.06).*

**Awards ceremony**

**2.10.011** After each race (or at the end of the final stage, for stage races), the leader of the individual general classification shall appear on the podium for the awards ceremony.

**2.10.012** After the awards ceremony, the leader of the individual general classification shall appear in the press room.

**Trophies and prizes**

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

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

**Annex**

Points scale set by the UCI ProTour council for 2008, pursuant to Article 2.10.002 (individual classification).

Final classification of the race	<b>Tour Down Under</b> Tour des Flandres Vuelta Ciclista al Pais Vasco Tour de Romandie Volta Ciclista a Catalunya Critérium du Dauphiné Libéré Tour de Suisse Deutschland-Tour Eneco Tour Tour de Pologne	Gent – Wevelgem Amstel Gold Race Vattenfall Cyclassics Clasica Ciclista San Sebastian - San Sebastian GP Ouest France - Plouay Züri Metzgete	Eindhoven Team Time Trial (points awarded to each rider finishing the event)
1	50	40	10
2	40	30	9
3	35	25	8
4	30	20	7
5	25	15	6
6	20	11	5
7	15	7	4
8	10	5	3
9	5	3	2
10	2	1	1
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Stages and prologues			
1	3		
2	2		
3	1		

*(text modified on 1.01.06; 1.01.07; 1.01.08).*

# XI

Chapter

## 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 ProTeam do not take part in the continental classifications. A rider who joins a UCI ProTeam shall be withdrawn from the classifications when his contract comes into force.

### 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 October (15th October for the Europe Tour) until the 30th September (14th October for the Europe Tour) of the next year. 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).*

**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.

### Classification by team

**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.

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.

### **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.

### **Leader's jersey and prizes**

**2.11.012** The UCI shall award a leader's jersey for the individual classification. Except where article 1.3.055bis, point 6, applies, wearing the leader's jersey is compulsory in all the road races on the continent in which the rider leads the individual classification. It may not be worn in another race or on another continent.

*(text modified on 1.09.05).*

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

Position	HC	Class 1	Class 2
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		

**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**

	Nation's place on the ranking of its continental circuit preceding season					
UCI Circuits	1st rank		2nd rank		3rd rank	
Africa Tour	-		1st place		below 1st place	
America Tour	-		from 1st to 3rd place		below 3rd place	
Asia Tour	-		from 1st to 2nd place		below 2nd place	
Europe Tour	from 1st to 5th place		from 6th to 10th place		below 10th place	
Oceania Tour	-		1st place		below 1st place	
Position	Road race	Time trial	Road race	Time trial	Road race	Time trial
1	100	20	80	16	40	8
2	70	14	56	11	30	5
3	40	8	32	6	16	2
4	30	7	24	5	12	
5	25	6	20	4	10	
6	20	5	16	2	8	
7	15	4	12		6	
8	10	2	8		3	
9	9		7			
10	8		6			
11	7		5			
12	6		3			
13	5					
14	4					
15	3					

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.

For national federations organising a separate event for the under 23 category, the points shall be those awarded to the national championships of nations classified in the third rank.

Where several nations organise a national championship jointly, the points scale applicable shall be that of the highest ranked nation.

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.

**Continental championships**

Position	Road race	Time trial
1	100	20
2	70	14
3	40	8
4	30	7
5	25	6
6	20	5
7	15	4
8	10	2
9	9	
10	8	
11	7	
12	6	
13	5	
14	4	
15	3	

For continental confederations which organise a separate event for the under 23 category, the points shall be those awarded for the national championships of nations classified between 6th and 10th place.

***Olympic Games and world championships***

<i>Position</i>	<i>Elite road race</i>	<i>Elite Time trial</i>	<i>Under 23 road race</i>	<i>Under 23 Time trial</i>
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			

*(text modified on 1.10.05).*

# XII

## Chapter 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 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 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.

### **Classification by teams**

**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.

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 4 riders on the individual elite women's classification.

### **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 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 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**

**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)**

Position	WC	Class 1	Class 2
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		

**Stages and half stages**

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

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

Position	WC	Class 1	Class 2
Leader	10	8	4

**National championships**

Position	Position in the classification by nations on 15 January*			
	Between 1st and 10th position		below 10th position	
	Road race	Time trial	Road race	Time trial
1	40	8	10	3
2	30	5	7	2
3	16	2	5	
4	12		3	
5	10			
6	8			
7	6			
8	3			

Where several nations organise a national championship jointly, the points scale applicable shall be that of the highest ranked nation.

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.

***Olympic Games and world championships***

<i>Position</i>	<i>Road race</i>	<i>Time trial</i>
1	200	100
2	170	70
3	140	40
4	130	30
5	120	25
6	110	20
7	100	15
8	90	10
9	80	9
10	70	8
11	60	7
12	50	6
13	40	5
14	30	4
15	20	3
16	15	
17	10	
18	8	
19	5	
20	3	

***Continental championships***

<i>Position</i>	<i>Road race</i>	<i>Time trial</i>
1	80	16
2	56	11
3	32	6
4	24	5
5	20	4
6	16	2
7	12	
8	8	
9	7	
10	6	
11	5	
12	3	

*(text modified on 1.01.06).*

**XIII****Chapter JUNIORS MEN'S CLASSIFICATION**

[abrogated on 1.01.08].

**XIV****Chapter 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 10 first national federations in the elite women's classification by nation on 31 December of the year preceding the year of his event;
- to the 15 first UCI women's teams in the first elite women's classification by team published in the year of the event.

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).*

**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).*

**Classement**  
**Individual classification**

**2.14.006** Points are awarded to the first 20 riders in each event according to the following scale, except for team time trials that have a separate points scale:

Classification	Points
1	75
2	50
3	35
4	30
5	27
6	24
7	21
8	18
9	15
10	11
11	10
12	9
13	8
14	7
15	6
16	5
17	4
18	3
19	2
20	1

*(text modified on 1.01.04; 1.01.05; 1.1.06; 26.06.07; 1.01.08).*

**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.

**Special points scale for team time trials**

Classification	Points per team (counting for the team classification)	Points per rider* (counting for the individual 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

\* 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 individual general classification at the end of each event, the riders shall be placed on the basis of the larger number of 1st places, 2nd places, etc. 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 1st places, 2nd places, etc.

*(text modified on 1.01.99; 1.01.05).*

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

*(text modified on 1.01.05).*

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

**2.14.010** The UCI awards the world cup leader's jersey to the leader of the individual classification. Where applicable, the jersey shall carry the name and/or logo of the sponsor of the world cup. Except where article 1.3.055 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).*

**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 team managers' 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 team managers' 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 team managers' 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 team managers' 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 team managers' 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 ProTeam.

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

The organiser may invite a second national team from the host country.

**2.14.020** The organiser of events which take place during the 1st 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 all the **20** nations ranked in the nations cup of the year in question **and that have not taken part as a mixed team. Nations having been ranked through a participation in a mixed team can nevertheless be selected by the organization to participate in one mixed team.**

*(text modified on 1.01.08).*

**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:

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

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

<b>Classification</b>	<b>Points</b>
1	30
2	25
3	20
4	17
5	16
6	15
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:

<b>Classification</b>	<b>Points</b>
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 1st and 2nd 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 1st and 2nd 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 teams represented at the team managers' meeting;**
- 3. the cars of teams that failed to confirm their starting riders within the time limit set out in article 1.2.090;**
- 4. the cars of the teams not represented at the team managers' meeting.**

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

**First day of the other races, the order of vehicles of the other racing days being determined by the individual time classification:**

- 1. the car of the teams represented at the team managers' 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 team managers' 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 team managers' 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.**

*(text modified on 1.01.08).*

**§ 3 JUNIOR NATIONS 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.

**Participation**

**2.14.035** The junior nations cup (NCup) is reserved for junior male riders aged 17 and 18.

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

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

**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.

The organiser may accept entries for two national teams from his own nation (host country).

**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**

**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:

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

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

<b>Classification</b>	<b>Points</b>
1	30
2	25
3	20
4	17
5	16
6	15
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 six riders classified as per the scale below:

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

### **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 each team in each event.

**2.14.042** Following each event, nations that are tied on points in the general classification shall be separated by the greatest number of 1st places, 2nd 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 1st places, 2nd 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 during the event.

**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:**

- 1. the cars of national teams represented at the team managers' meeting;**
- 2. the cars of other teams;**
- 3. the cars of teams not represented at the team managers' meeting.**

**Within groups 1, 2 and 3 the order is determined by drawing lots.**

**For the other events:**

- 1. the cars of national teams represented at the team managers' meeting in the order of the classification by nation as established on the eve of the event;**
- 2. the cars of national teams represented at the team managers' meeting for which the nation has not yet scored any points in the classification by nation;**
- 3. the cars of other teams;**
- 4. the cars of teams which failed to confirm their starting riders by the time limit set under article 1.2.090;**
- 5. the cars of teams not represented at the team managers' meeting.**

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

**XV****Chapter UCI PROTOUR**

*(section replaced on 1.09.04).*

**§ 1 UCI ProTour**

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

**§ 2 UCI ProTour Licence**

- 2.15.003** The UCI ProTour licence is the right conferred by the UCI to take part in the UCI ProTour, either with a team of professional riders, known as a "UCI ProTeam", or as organiser of a given event.
- 2.15.004** A UCI ProTour 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 ProTour 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 ProTour 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 ProTour 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 ProTour Team Licence****Application for a licence**

- 2.15.009** A maximum of 20 UCI ProTour team licences may be issued, **where applicable**, in accordance with the geographic distribution determined by the UCI ProTour council.

*(text modified on 18.06.07).*

**2.15.010** A licence may be issued to an applicant fulfilling all the conditions set out in the regulations, including the signature of a contract establishing inter alia the conditions specific to the situation of the applicant.

**2.15.011** If, taking account of a **possible** geographical distribution as determined by the UCI ProTour council, the number of applications in compliance with article 2.15.010 exceed the number of licences available, the licence commission shall decide between applicants applying, inter alia, the following criteria:

1. quality and rapidity in the fulfilment of the conditions for the granting of a licence;
2. assurances of financial soundness and stability for the four coming years;
3. quality of the riders, inter alia as regards their placings and results;
4. compliance with UCI regulations;
5. compliance with contractual obligations, including the provisions of the standard contract between the rider and the team under article 2.15.139 and those of the joint agreement signed by the Associated Professional Cyclists (Cyclistes Professionnels Associés - CPA) and the International Association of Professional Cycling Teams (Association Internationale des Groupes Cyclistes Professionnels, AIGCP);
6. compliance with legal obligations;
7. compliance with sporting ethics, including matters of doping and health;
8. absence of other elements likely to bring cycle sport into substantial disrepute.

Criteria 4 to 8 relate to any aspects or events preceding the issue of the licence and are applicable to all persons **or entities** involved in the UCI ProTeam.

*(text modified on 18.06.07).*

**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 to less than 4 years, even if the regulatory conditions are otherwise fulfilled.

**2.15.013** The application for a licence shall be made by submitting a form drafted by the **administration of the UCI ProTour Council** with all the information and documents requested. **The applicant must obtain the form from the administration of the UCI ProTour Council.**

*(text modified on 18.06.07).*

**2.15.014** The deadline for submission of applications for the available licences shall be set by the UCI ProTour Council. Applications submitted after this date shall not be considered unless the maximum number of licences, has not been reached.

**However, the UCI ProTour Council 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.**

*(text modified on 7.07.06; 18.06.07).*

**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 UCI ProTour 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 licence fee. If the licence is refused or if the applicant withdraws his application, one half of the application fee shall be returned, the other half being retained by the UCI for its expenses.

### **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. **where applicable**, the report **or any other opinion** of the auditor appointed by the UCI;
3. where applicable, the opinion of the UCI's various services;
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.**

*(text modified on 18.06.07).*

**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 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).*

**2.15.019** 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).*

**2.15.020** 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 and the auditor. A statement lodged after this deadline shall automatically be disregarded.

*(article introduced on 18.06.07).*

**2.15.021** 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.

*(text modified on 18.06.07).*

**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.

*(text modified on 18.06.07).*

**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.

*(text modified on 18.06.07).*

**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 deadline shall automatically be disregarded.

*(article introduced on 18.06.07).*

**2.15.025** The commission shall render its decision as rapidly as possible and, as far as possible before the end of the month of August prior to the first year of the licence.

*(text modified on 18.06.07).*

**2.15.026** If a licence is granted and the applicant team does not obtain registration for the first year of the licence, the procedure set out in Article 2.15.071 shall apply.

**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 introduit le 18.06.07).*

### **Licence fee**

**2.15.027** On the granting of a licence, a licence fee of a sum to be determined by the UCI ProTour council shall be payable. If a licence for a period of less than 4 years is issued, the fee due shall be reduced pro rata.

**2.15.028** The licence fee may be paid by equal annual instalments.

**2.15.029** The licence fee for the first year of registration after the award of the licence, shall be due within 21 days of the issue of the licence. The UCI's account 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 to the UCI ProTour's reserve and solidarity fund.

**2.15.030** Licence fee instalments for the following years of registration shall be due with the registration fee on 1 September. In the event of delay, the licence fee shall be automatically increased by CHF 1,000 per day to be paid over to the UCI ProTour reserve and solidarity fund. If the licence fee and the increases are not fully paid by 30 September, registration shall be refused and the licence automatically revoked. Further, a fine of CHF 7,500 shall be payable to the UCI ProTour's reserve and solidarity fund.

### **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 allow him to return his licence after 1, 2 or 3 years. This request must be made in the licence application; it will otherwise be inadmissible. The commission shall decide at its sole discretion and shall not be obliged to justify its decision. There is no right of appeal. The holder must confirm the exercise of his right of return by giving six months' notice.

In the event of return, 50% of the licence fee for the remaining years remains due and payable to the UCI ProTour reserve and solidarity fund. The licence fee for the remaining years remains due in full if the holder returns his licence without having given six months' notice.

**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.

*(text modified on 18.06.07).*

**2.15.034** The holder may apply for **a new licence, coming into effect two or three years before the current licence's expiry, following the procedure laid down for the application of a licence, including the payment of the application fee. If the new licence is refused the licence in effect will expire on 31 Decembre preceeding the first year for which the new licence was requested.**

*(text modified on 18.06.07).*

### **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 UCI ProTour council if the paying agent can be replaced in the short term and the continuity of the UCI ProTeam can be ensured. In the event of dispute, the president of the UCI ProTour council shall refer the case to the licence commission which shall decide whether the licence is to be definitively withdrawn or restored.

**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 licence fee remains due in its entirety and the balance for the following years of registration is automatically payable.

### **Suspension of the licence**

**2.15.039 bis** The UPTC may suspend the licence of a UCI ProTeam if this is considered necessary to protect the image of the UCI ProTour.

**In the event that its licence is suspended, the UCI ProTeam and its members are prohibited from taking part in any events on the UCI ProTour calendar.**

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 ProTour, and may be justified by any circumstance which, in the opinion of the UPTC, is serious, and is or could be prejudicial to the image of the UCI ProTour. No claims are admitted in respect of a suspension.

The UPTC 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 ProTeam by the UPTC to resolve the situation have been met. Nevertheless, if the licence commission receives a request to withdraw the licence, the UPTC 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 UPTC decisions taken in application of the present article shall be made by a panel comprising:

- The president of the UPTC or a replacement designated by him from among the members designated by the UCI Management Committee
- One of the two members designated by the CPA
- One of the two members designated by the UCI ProTeams
- One of the two members designated by the UCI ProTour 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 UPTC, 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).*

### **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 ProTeam 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 ProTeam 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 ProTeam, 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 ProTeam is seriously compromised;
4. if a UCI ProTeam, 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 ProTeam, committed by or imputable to the management of the UCI ProTeam (licence holder, paying agent, main partner, manager, team manager, 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 ProTeam 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 ProTour;
7. in the other cases as set out in the present chapter.

**2.15.041** The president of the UCI ProTour council 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 ProTeam in order to sort out its situation.

### **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.

A licence issued with the option of return during the four-year period may not be transferred unless the transferee renounces the right of return.

**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.**

*(text modified on 18.06.07).*

**2.15.046** Licence transfer is subject to a fee equal to the licence fee, payable to the UCI. This sum must be paid into the UCI's account at the time of the transfer application. It shall be reimbursed if the transfer is not accepted by the licence commission or by the CAS.

## **§ 4 UCI ProTeams**

**2.15.047** The UCI ProTour team licence must be operated continuously and throughout its duration by the management of a UCI ProTeam and the participation of the UCI ProTeam in all the UCI ProTour events.

### **Identity**

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

**2.15.049** A UCI ProTeam consists of the holder of the UCI ProTour 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, team manager, coach, team doctor, paramedical assistant, mechanic, accountant etc.).

Each UCI ProTeam must employ at least 25 riders, 2 team managers and 8 other staff (paramedical assistants, mechanics, etc.) on a full time basis for the whole registration year.

**2.15.050** The name of the UCI ProTeam shall be that of the company or brand name of the principal partner or that of one or both of the two principal partners.

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

**2.15.051** The nationality of the UCI ProTeam is determined by the country of the registered office of the paying agent.

**2.15.052** The members of a UCI ProTeam may have no link with the members of another UCI ProTeam, with a continental professional team or with an organiser of a UCI ProTour event likely to influence the sporting course of events or to be perceived as so doing.

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 ProTeam, it shall be the duty of the paying agent to report the existence or potential existence of such a link to the UCI ProTour council immediately, and within 10 days at the latest.

The UCI ProTour council and the UCI ProTeam shall consult and where applicable, the council will give the UCI ProTeams 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 ProTeam or the UCI ProTeams 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.

**2.15.053** Where the UCI ProTour council learns of the existence of a link as indicated in the first paragraph of article 2.15.052 through the intervention of any third party other than the licence holder, the paying agent or a main partner of the UCI ProTeams concerned, such teams shall each be fined the sum of CHF 10,000 to be paid into the UCI's reserve and solidarity fund. The president of the UCI ProTour council 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.

### **UCI ProTour 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 ProTour licence.

### **Sponsors and principal partners**

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

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

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

### **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 ProTour.

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

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

*(text modified on 18.06.07).*

**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 ProTour licence issued for the team, including during the period of any renewals, except with the agreement of the UCI ProTour council.

**2.15.062** The paying agent must manage all the operations of the UCI ProTeam 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 ProTeam. If the registered office is moved to another country, the licence is automatically cancelled.

**2.15.063** The paying agent and the principal partners must inform the UCI ProTour 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 ProTeams must apply to the UCI ProTour council for registration for the following year, hereinafter the "registration year", in accordance with the procedures set out below.

*(text modified on 18.06.07).*

**2.15.065** By 1 July preceding the registration year, the UCI ProTeam or the licence applicant must submit to the UCI offices:

1. the text, in French or English, of the standard contract(s) with its riders, with an indication of any additional clauses or clauses which differ from those in the standard contract in article 2.15.139;
2. the text, in French, English, Italian or Spanish of the bank guarantee which it intends to set up.

The documents in question are submitted for information only. The UCI shall have no obligation to examine them. 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.

*(text modified on 20.10.05; 1.06.06).*

**2.15.066** On 1 September before each registration year, the UCI ProTeam must pay into the UCI account a sum to be determined annually by the UCI ProTour council as an annual registration fee. In the event of delay, the registration fee shall be automatically increased by CHF 1,000 per day. If the registration fee and the increase are not paid in full by 30 September, registration will be refused and the licence automatically revoked. Further, a fine of CHF 7,500 shall be payable to the UCI ProTour's reserve and solidarity fund.

The registration fee for the first registration year after award of a licence 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 into the UCI ProTour reserve and solidarity fund.

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

**2.15.067** On 20 October preceding the registration year, the UCI ProTeam 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 ProTeam, 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 ProTeam;
  - b. the address (including telephone and fax numbers and the e-mail address) to which any communications addressed to the UCI ProTeam may be sent;
  - c. the name and address of the UCI ProTour licence holder, the paying agent, the general manager, the principal partners, the accountant, the team manager, the assistant team manager 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.

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 ProTeam or, where applicable, of the licence applicant.

*(text modified on 20.10.05; 18.06.07).*

**2.15.068** Registration is decided on a report from the auditor appointed by the UCI.

This report will be issued after an audit of which the aim, procedures and financial conditions shall be set annually by the administration of the UCI ProTour council.

In particular, the paying agent must provide the following financial documentation to the auditor:

1. the last annual accounts; as from the 2005 financial year, for registration for 2006: last audited annual accounts, with the audit report;
2. intermediate accounts at 31 August of the current year (starting with the 2005 financial year for registration in 2006);
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 planning 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 ProTour council.

**2.15.068 bis** A UCI ProTeam may be permitted to adopt a simplified audit procedure if it meets the minimum requirements determined and notified by the UCI ProTour Council administration. However, the UCI reserves the right to require a full audit at any time.

The UCI may not in any event be held liable for the consequences of any nature that may arise as a result of a simplified audit.

*(article introduced on 1.06.06).*

**2.15.069** The paying agent or, where applicable, the licence applicant must provide to the UCI-appointed auditor all the documents and information required for the audit no later than 20 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 ProTeam or, where applicable, of the licence applicant.

The documents required for the audit shall comprise notably all contracts signed with the riders. At least 18 contracts have to be approved by the auditor by 20 November. All contracts, but a minimum of 25, must be submitted to the auditor and approved by him at the latest by 15 December.

The budget and the bank guarantee to be submitted on 20 October must include the entire number of riders which the UCI ProTeam or the license applicant intend to hire.

*(text modified on 20.10.05).*

**2.15.070** The UCI ProTeams whose dossier is found to be in order by the UCI ProTour council no later than 20 November are registered for the next registration year subject to the awarding of the licence, if the case may be.

Registration may be subject to evidence of respect for the regulations and any other obligations of the UCI ProTeam and its members, including events and factors arising before the application for registration.

*(text modified on 20.10.05).*

**2.15.071** If the UCI ProTour council considers that the UCI ProTeam cannot be registered, it will notify **the licence holder and** the paying agent. Unless the holder renounces the licence, the president of the UCI ProTour council will refer the case to the licence commission:

1. The licence commission summons the UCI ProTeam to a hearing with a minimum of 10 days' notice, unless otherwise agreed with the UCI ProTeam.
2. 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 ProTeam** 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 ProTeam, the UCI or the licence commission.**
5. The licence commission shall take into account, inter alia, the appropriateness of the registration and the degree to which the UCI ProTeam has respected the regulations in the past.
6. Should the licence commission refuse the registration, the UCI ProTeam's licence is automatically withdrawn. The decision is subject to appeal to the CAS.

**The UCI ProTeam 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).*

**2.15.072** For each rider and for any other persons contracted by the UCI ProTeam 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.

**2.15.073** The UCI ProTeam must inform the UCI ProTour council within the week when one of the persons or bodies under article 2.15.067.2 points c. and d. leaves the UCI ProTeam 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 ProTour council 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 ProTour council can take part in the cycling events as members of their UCI ProTeam.

**2.15.074** 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.

**2.15.075** The act of registering a UCI ProTeam 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.

### **Accounts and finances**

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

**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 ProTeam. 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 ProTeam.

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.

**2.15.078** The UCI ProTeam must designate an accountant responsible for the accounts relating all the activities of the UCI ProTeam. 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 ProTeam. The accountant is responsible *inter alia* for keeping the UCI ProTeam's accounts and for the preparation of the documents required for the audit for the purposes of annual registration.

**2.15.079** The UCI ProTeam 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 ProTeam, 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 August at the latest. It must be renewed annually before the same date. However the UCI ProTeam may propose, and the UCI-appointed auditor may accept, the same company auditor for a period not exceeding four years.

- 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 ProTeam's registered office, even if such an audit is not required by the law. The company auditor shall also audit the intermediate accounts at 31 August. He must draft a written report on the result of his audits and address a copy directly to the auditor appointed by the UCI.
- 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 ProTour 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 ProTeam must also include the other documents required for the audit for the purposes of annual registration.
- 2.15.084** The administration of the UCI ProTour council may draw up instructions and models for the keeping of accountancy documents.
- 2.15.085** The UCI ProTeam 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 ProTour licence has been issued, the cashflow plan or the financial planning following a reduction in capital.
- 2.15.086** The UCI ProTeam 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 ProTeam's company auditor, who must supply all the information requested.
- 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 1st 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 ProTeam 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.

**2.15.089** The auditor shall inform the UCI ProTour council of any anomalies or irregularities observed in the course of his audit.

**2.15.090** The financial stability of the UCI ProTeam must be ensured at all times, in particular by adequate owner's equity. The UCI ProTeam must act to ensure that its own funds (net assets) increase each year. The income deriving from the activities of the UCI ProTeam 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 ProTeam. 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.

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

The UCI ProTeam must always avoid any arrears of payment.

### **Bank guarantee**

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

**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 administration of the UCI ProTour council.

*(text modified on 20.10.05).*

**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

1. 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 to other members of the UCI ProTeam or entity applying for this status (riders, coaches, mechanics, etc.) for the operation of the UCI ProTeam;
2. 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.

**2.15.096** For the application of provisions regarding the bank guarantee:

1. 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 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;
2. 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.

**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 ProTeam to riders and persons under contract for the operation of the team during the registration year.

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 ProTeams must immediately inform the UCI ProTour 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 UCI ProTour 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 ProTeam 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 ProTeam.**

*(text modified on 20.10.05; 18.06.07).*

**2.15.099** If the bank guarantee proves to be inadequate the UCI ProTeam shall be liable for a fine of between CHF 5,000 and 50,000. Further, the UCI ProTeam 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.

**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 ProTour 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 1st 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 2nd paragraph of article 2.15.095 unless the claim is manifestly unfounded. The UCI ProTeam will be informed of the creditor's request and of the call on the guarantee.

**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 shall only be drawn a single time for each guarantee.

**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 ProTeam raises a reasonable 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.

**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.

**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** A UCI ProTeam whose guarantee is called up shall automatically be suspended if the guarantee is not entirely reconstituted within one month. In the event of persistent default, the licence may be revoked in accordance with article 2.15.040.

**Riders**

**2.15.110** The number of riders in each UCI ProTeam may not be fewer than twenty-five (25).

The maximum number of riders per UCI ProTeam 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 to the UCI ProTeam	Maximum number of riders registered with the UCI
0	28
1	29
2 - 5	30

The number of new professionals per UCI ProTeam is restricted to 5.

**2.15.110 bis** In addition, in the period between 1 August and the end of the year, each UCI ProTeam 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 TT/I, TT/II, UCI ProTeam or professional continental team;
2. the UCI ProTeam must notify the UCI of these riders' identity before 1 August;
3. The UCI ProTeam 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. These riders may only participate in races of the UCI continental circuits.

In all other respects, the relationship between these riders and the UCI ProTeam shall be mutually agreed between the parties.

*(text modified on 6.07.05; 20.10.05).*

**Contract**

**2.15.111** A rider's membership of a UCI ProTeam 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 UCI ProTour council.

- 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 ProTeam 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.
- 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 ProTeam must be given on the final page of the contract alongside the signature.

*(text modified on 1.06.06).*

- 2.15.115** Without prejudice to article 2.15.116, the employment contract between the rider and the UCI ProTeam 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.
- 2.15.115 bis** The rider can enter into contract with the UCI ProTeam as a self-employed worker and be registered as a member of the UCI ProTeam, subject to the following provisions:
1. The independent status complies with the applicable legislation. The paying agent of the UCI ProTeam 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 150% 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, 2nd §: the frequency of the payments is agreed between the parties;
    - Art. 15: this point is agreed between parties;
    - Art. 16, 1st §: this point is agreed between parties;
    - Art. 17, 1st §: 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 ProTeam. This proof shall be submitted to the UCI ProTeam, 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).*

**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 ProTeam, 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;
2. contracts signed, directly or indirectly, with a principal partner of the UCI ProTeam 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 CHF 100,000.

**2.15.118** The UCI ProTeam shall attach to each contract, on the form drawn up by the administration of the UCI ProTour council, a list of the legal or contractual insurance benefits to which the rider will, or will not, be entitled.

**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 ProTeam and join another team.

All transfer payment systems are prohibited.

### **Transfer**

**2.15.121** Should a UCI ProTeam or paying agent wish to engage a rider contracted to another UCI ProTeam, a professional continental team or a continental team such that the rider would begin to ride for the UCI ProTeam before the expiry of the scheduled term of the contract with his current team, it shall firstly inform the UCI ProTour council of this intention. Before undertaking any further steps, and especially before contacting the rider, the UCI ProTeam or paying agent shall make known its intention to the current paying agent of the rider.

The transfer of the rider will be permitted only if a written and global agreement can be reached between the three parties concerned, namely the rider, his current paying agent and the new paying agent, and with the prior consent of the UCI ProTour council.

**2.15.122** The UCI ProTeam or its paying agent that approaches or engages, even conditionally, a rider from a UCI ProTeam, a professional continental team or a continental team without the prior agreement of the current paying agent, shall be subject to a fine of CHF 30,000. Individual licence-holders involved in such practices shall be liable to a fine of between CHF 3,000 and 5,000.

Moreover, the UCI ProTeam 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.

**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 UCI ProTour council.

In the case of a merger between UCI ProTeams or between a UCI ProTeam 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 2,000.

**2.15.124** For the application of UCI Regulations, any move to another UCI ProTeam 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 ProTeams may not reveal before 1 September that they are involved in negotiations about the renewal of their contracts or transfers.

A breach of this regulation shall render the rider liable to a fine of CHF 2,000 and the UCI ProTeam to a fine of CHF 5,000.

### **Insurance**

**2.15.126** The UCI ProTeam 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.

### **Participation in events**

**2.15.127** The UCI ProTeam must take part with a team of competitive riders in each of the UCI ProTour events.

**2.15.128** In the event of unjustifiable absence, withdrawal or giving up, the UCI ProTeam shall be liable to a fine of between CHF 10,000 and CHF 20,000 payable to the UCI ProTour'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 ProTeam 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.

**2.15.129** The rights of organisers resulting from the default of the UCI ProTeam are reserved.

### **Training and development programme**

**2.15.130** The UCI ProTeam 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 ProTeam and the UCI.

### **UCI ProTour Promotion**

**2.15.131** The UCI ProTeam shall take part in the promotion of the UCI ProTour label in accordance with the promotion and merchandising policy to be contractually agreed between the UCI and the UCI ProTeam.

- 2.15.132** The UCI ProTeam and the UCI shall collaborate in the implementation of a marketing policy *inter alia* as regards any UCI ProTour sponsors in order to protect the interests of each party.
- 2.15.133** The UCI ProTeam undertakes to use the UCI ProTour 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.
- 2.15.134** All the rights and obligations of each party as regards the promotion of the UCI ProTour shall be specified in the contract concluded between the UCI ProTeam and the UCI.

### **Dissolution of the UCI ProTeam**

- 2.15.135** A UCI ProTeam 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 UCI ProTour 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.

- 2.15.136** A rider who is contracted to a UCI ProTeam may, subject to the conditions set out below, conclude a contract to ride for another team (UCI ProTeam, professional continental team or continental team) in the event that his contract with his current UCI ProTeam is terminated prematurely for recognised reasons relating to the financial situation of this UCI ProTeam.
1. The rider must notify the UCI ProTour council of the situation of his UCI ProTeam, of his particular position and of his intention to seek another team, prior to signing a contract with that team. The UCI ProTour council 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 UCI ProTeam only expires 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 UCI ProTeam on grounds previously authorised by the UCI ProTour council."
  3. The contract with the new team shall be lodged with the UCI ProTour 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 ProTeam the rider must have the grounds for such termination authorised by the UCI ProTour 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 ProTeam 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 ProTour 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.

**Supervision and penalties**

**2.15.137** Each licence holder and each UCI ProTeam 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 ProTeam. 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 CHF 5,000, and the UCI ProTeam to a fine of CHF 10,000. Furthermore, the offending party may be suspended in accordance with article 12.1.005.

**2.15.138** Each time a UCI ProTeam 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 ProTeam as a whole or with respect to the individual rider, the UCI ProTeam 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.

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

**2.15.139** Between the undersigned,

(name and address of the employer)

paying agent for the UCI ProTeam (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 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 ProTeam.... and under the management of Mr (name of manager or team manager), intend to take part, during the duration of the present contract, in cycle road races governed by the regulations of the International Cycling Union;

- the Rider wishes to join the team (name of the UCI ProTeam);
- 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 UCI ProTour 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 ProTeam 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 31 October 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 ProTeam as defined under article 2.15.051 of the regulations;
  - b) € 30,000 (€ 24,000 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 ProTeam, 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 ProTeam, 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)

(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 ProTeam, 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 ProTeam) is already entered for that race.
4. The Parties undertake to respect the riders' health protection programme.

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 ProTeam 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 nor liability for damages:
  - a) if the Employer is declared bankrupt or insolvent or goes into liquidation;
  - b) if the UCI ProTour licence for the team expires, is withdrawn, or if the UCI ProTeam is suspended for a period of three months or more;
  - c) if the name of the UCI ProTeam 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 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 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.
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.
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 ProTeam, 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 ProTeam 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 ProTeam [signatory's name]  
The paying agent

- only the contracts below have been concluded in connection with the Rider's activities for the benefit of the UCI ProTeam:

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 ProTeam [signatory's name]  
The paying agent

*(text modified on 1.06.06).*

### **2.15.140 Declaration as per article 2.15.117**

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 ProTeam 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 ProTeam [signatory's name]  
The paying agent

- only the contracts below have been concluded in connection with the services of the contracting person for the benefit of the UCI ProTeam:

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 ProTeam [signatory's name]  
 The paying agent

*(text modified on 1.06.06).*

### **2.15.140 Model for the first page of the «contract for a SELF-EMPLOYED rider»**

Contract for a SELF-EMPLOYED rider

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

*(article introduced on 1.06.06).*

**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 INTERNATIONAL CYCLING UNION for the purpose of guaranteeing, within the limits set in those regulations, the payment of sums due by the UCI ProTeam [*name of the UCI ProTeam*] (*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 INTERNATIONAL CYCLING UNION 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).*

**§ 5 UCI ProTour event licence****Application for a licence**

- 2.15.142** A maximum of 30 UCI ProTour 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 UCI ProTour council.

**2.15.145** The licence is issued for a specific event. The licence grants UCI ProTour 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** For licences taking effect on 1 January 2007, licences may only be requested for events of the 2006 UCI ProTour, of the 2006 hors classe and 2006 events in classes 1 and 2.

*(text modified on 20.10.05; 1.08.06).*

**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 taking effect on 1 January 2007 on the basis of the following order of precedence:

1. UCI ProTour and hors classe events from year 2006;
2. Class 1 events from year 2006;
3. Classe 2 events from the year 2006.

Applications for events in points 2 and 3 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).*

**2.15.148** In the event that licences remain available as from January 2005, the UCI ProTour council shall determine the order of precedence or increase the number of events that it puts forward for strategic reasons.

**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 ProTour as an elite competition;
3. the quality of organisation, particularly as regards safety;
4. 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 ProTour 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 UCI ProTour council including all the information or other documents as required by the council.

**2.15.151** The deadline for the submission of licence applications taking effect on 1 January 2007 is set at 31 August 2006.

*(text modified on 20.10.05; 1.08.06).*

**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 2005, licence applications for 2006 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 UCI ProTour council will identify the available licences and set a deadline for the submission of applications.

#### **Licences issued on proposal of the UCI ProTour council**

**2.15.154** The UCI ProTour 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 UCI ProTour 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 UCI ProTour council shall decide, at its sole discretion, to propose an event for a UCI ProTour licence. Its decision is final and without appeal.

**2.15.157** The owner of an event proposed by the UCI ProTour council must apply for a licence from the licence commission and annex a copy of the UCI ProTour 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 bis** **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 UCI ProTour 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 to the UCI ProTour's reserve and solidarity fund.

#### **Licence fee**

**2.15.172** The award of a licence gives rise to the payment of a licence fee valid for 4 years and equal to double the amount of the annual calendar fee under article 2.15.169 above.

**2.15.173** If a licence with a period of validity less than or greater than 4 years is issued by the licence commission, the fee shall be due pro rata.

**2.15.174** The licence fee may be paid in equal annual instalments.

**2.15.175** The licence fee must be paid to the UCI no later than 15 December before the registration year, the date on which the UCI account must be credited.

**2.15.176** If payment is not made within this time the licence shall be automatically revoked. Further, a fine of CHF 10,000 shall be payable to the UCI ProTour's reserve and solidarity fund.

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

**2.15.177** The licence is valid in principle for 4 calendar years.

**2.15.178** A holder whose licence expires may apply for its renewal following the procedure established for licence applications.

### **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 ProTour;
7. in all other cases as set out in the present chapter.

**2.15.184** The president of the UCI ProTour 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 UCI ProTour council in order to obtain its prior written consent. In the event of a refusal, the decision must be justified. The decision of the UCI ProTour council is final and without appeal.

**2.15.193** The licence holder may have no direct or indirect link with one of the UCI ProTeams.

**2.15.194** The licence holder may have no direct or indirect link with another holder of a UCI ProTour 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 UCI ProTour council.

Links pre-existing at 31 December 2004 are deemed to be accepted.

**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 ProTeam or a team applying to the UCI ProTour 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 ProTour event. This information must be provided to the UCI ProTour council and updated throughout the period of validity of the licence.

**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 UCI ProTour council and the applicant or licence holder shall consult and, where applicable, the UCI ProTour council shall give the applicant or holder a deadline in which to regularise the situation.

**2.15.197** Where the UCI ProTour council learns of the existence of a link as described in articles 2.15.193 or 2.15.194 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 UCI ProTour council may set a deadline for regularisation of the situation.

**2.15.198** In the absence of regularisation in the manner and in time indicated by the UCI ProTour 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 UCI ProTour 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.

### **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 ProTour calendar as annually established by the UCI ProTour 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 UCI ProTour 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 ProTour 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 ProTeams**

**2.15.205** The licence holder must accept the participation of all UCI ProTeams.

In accordance with article 2.15.127, the UCI ProTeams have a duty to participate in all the UCI ProTour events.

### **Financial transparency**

**2.15.206** The licence holder shall accept the principle of financial transparency by spontaneously and fully informing the UCI ProTour 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 ProTour promotion****2.15.208**

The holder shall participate in the promotion of the UCI ProTour 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 ProTour sponsors in such a way as to safeguard the interests of all the parties.

**2.15.210**

The holder undertakes to use the UCI ProTour 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 ProTour 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 ProTour 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 CHF 10,000.

**§ 6****Licence commission****2.15.213**

The licence commission allocates and withdraws the licences for the UCI ProTour, reduces their period of validity, and pronounces on the registration of UCI ProTeams and on other disputes regarding UCI ProTour licences as set out in the present chapter.

- 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 UCI ProTour 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 president of the UCI ProTour council. The dates of hearings are determined by the administration of the UCI ProTour council in consultation with the president of the commission.
- 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 ProTeam do not need to be justified. Other decisions must be justified.
- 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 ProTour 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 ProTour licence or a UCI ProTeam may not appeal against a decision of the licence commission regarding another **applicant or** UCI ProTour licence holder or another UCI ProTeam.

*(text modified on 18.06.07).*

**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 ProTour 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 ProTour reserve and solidarity fund**

**2.15.243** The sums below:

- the licence fee
- the fee for the transfer of the UCI ProTour licence
- any other amounts and fines to be paid into the reserve and solidarity fund under the present chapter

shall be used for the following ends:

- the operating expenses of the licence commission
- an annual contribution of CHF 300,000 in favour of two professional partner associations of the UCI Pro Tour, namely the AIGCP and the CPA, as well as the organisers in possession of a UCI ProTour licence with the aim of enabling them to cover part of their administrative expenses
- the management expenses of the reserve and solidarity funds
- the reserve fund
- the solidarity fund.

*(text modified on 22.01.07).*

**2.15.244** When the reserve fund reaches a sum equivalent to CHF 9,000,000.00, 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 ProTeam or the organiser of a UCI ProTour event in the event of temporary difficulty;
2. to carry out any projects to strengthen or develop general interest objectives to the benefit of all the UCI ProTour partners;
3. the interest on the reserve fund shall be paid to the UCI's sporting activities department.

### **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 ProTour partners (UCI, ProTeam, organiser) may submit a project to the UCI ProTour council.

**2.15.250** Should the UCI ProTour 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 UCI ProTour 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 ProTour calendar without a licence**

*(paragraph introduced on 1.01.05; replaced on 1.01.06).*

**2.15.255** The UCI ProTour calendar includes, in addition to the events for which the organiser has obtained a licence, other events as decided by the UCI ProTour 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 ProTour 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 ProTour about this.
- 2.15.257** The organiser may have no financial connection with any UCI ProTeam.
- 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 UCI ProTour 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 UCI ProTour council.

If the UCI's account is not credited within the time period set, a fine of SFR 10,000 is payable into the reserve and solidarity fund of the UCI ProTour.

### **Participation of UCI ProTeams**

- 2.15.261** The organisers of events must allow participation of all UCI ProTeams at each one. UCI ProTeams are obliged to take part in all events in the UCI ProTour calendar, subject to an agreement between the organiser and all of the teams on the participation allowance for each event.
- 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 question 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 council of the UCI ProTour 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 ProTour**

- 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** The jersey of the leader of the UCI ProTour classification shall not include, in included events, any advertising other than in advertising spaces reserved for the partners of the team to which the wearer of the jersey belongs.
- 2.15.267** The organiser shall only use the UCI ProTour logo with the consent of the UCI.

# XVI

## Chapter 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, team manager, coach, paramedical assistant, mechanic, etc.).

Each professional continental team must employ at least **16** riders, 2 team managers and 3 other staff (paramedical assistants, mechanics, etc.) on a full time basis for the whole registration year.

*(text modified on 26.06.07).*

**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 shall be that of the company or brand name of the principal partner or that of one or both of the two principal partners.
- 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 the professional continental team shall be determined by the country of the registered offices or professional domicile of the paying agent.

### **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 bis** **On 30 September 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 a written demand with which said team requires the delivery of the official 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 official 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 ProTour 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 introduced on 26.6.07).*

**2.16.011** By 1st **September** prior to the registration year the team applying for professional continental team status must submit the following to UCI headquarters

1. a) the text in French or English of the model or models of contract with its riders, indicating any provisions which are in addition to or differ from those of the standard contract set out in article 2.16.052
- b) the text, in French, English, Italian or Spanish, of the bank guarantee which it intends to set up.

The documents in question are submitted for information only. The UCI shall have no obligation to examine them. The team shall remain solely responsible for the compliance of these documents with the requirements of the regulations and where applicable any compulsory legal requirements.

2. The payment of the registration fee into the UCI account.

In the event of delay the registration fee will automatically be increased by 500 Swiss francs per day.

*(text modified on 01.06.06; 25.06.07).*

**2.16.012** By 31 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 team manager, the assistant team manager 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.

In the event of delay the registration fee will automatically be increased by 500 Swiss francs 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.

**Should a team applying for the status of a continental professional team wish to be eligible to rider in UCI ProTour races, it must submit to the UCI within the time limit set out above furthermore an official application for the “wild card” label. Otherwise, the request will be inadmissible.**

*(text modified on 20.10.05; 25.09.07).*

**2.16.013** Registrations will be accepted on the basis of the report issued by the auditor appointed by the UCI.

This report will be issued following an audit for which the aim and procedures shall be set each year by the administration of the UCI.

*(text modified on 20.10.05).*

**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 15 November of the year preceding the registration year.

In the event of delay the registration fee will automatically be increased by 500 Swiss francs 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.

**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** Only teams whose documents are found to be in order by the UCI by 1st December before the registration year can be registered as professional continental teams.

Other teams may not be registered as professional continental teams. No refund shall be made to them.

Registration may be subject to proof of respect for the regulations and any of the team's other obligations, including those in the past.

**The teams whose registration as professional continental team has been refused can apply for registration as a continental team within 30 days after the refusal or the decision of the UCI Management Committee, in accordance with article 2.16.017.**

*(text modified on 01.06.06; 26.06.07).*

**2.16.017** Any problem or dispute arising in connection with the registration of a professional continental team shall be settled, without right of appeal, by the UCI management board. The management board shall take into account, inter alia, the suitability of the registration and the respect or lack of respect for the regulations shown by the applicants in the past.

*(text modified on 20.10.05).*

**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.

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.

**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 CHF 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.

### **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:

1. 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 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.

For the application of provisions regarding the bank guarantee:

1. shall be considered as debts incurred by the paying agent and the sponsors and covered by the bank guarantee, debts incurred by any other party in exchange of services rendered by the rider or by another team member contracted for the benefit of the professional continental team, in particular for what regards the contracts intended in articles 2.16.037, 2nd paragraph and 2.16.040, 3rd paragraph;
2. shall be considered as members of the professional continental team, companies through whom the licence holders concerned other than the riders, carry out their activity for the operation of the professional continental team.

*(text modified on 20.10.05).*

**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.

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 Swiss francs, euros or US dollars.

**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 CHF 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.

**2.16.026** The guarantee shall be valid from 1 January of the registration year until 31 March of the following year.

**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 all claims made against the bank guarantee, the UCI will draw a flat expense fee of CHF 500 over and above the amount claimed by the creditor. Should the bank guarantee be drawn upon for several claims, this flat sum will only be drawn once.

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 and justified 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.

**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** 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.

**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 fourteen (14).

The maximum number of riders who may be registered with the UCI for a given professional continental team is limited to twenty-five (25).

**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 TT/I, TT/II, professional continental team or UCI ProTeam;
2. the professional continental team must notify the UCI of these riders' identity before 1 August;
3. 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 associate with only one professional continental team during this period;
5. these riders may not participate in UCI ProTour races.

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 1.01.06).*

**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 CHF 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 CHF 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 UCI ProTour 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.

A contract as a self-employed worker already in force for registration year 2004 and one or more subsequent years shall be respected until the end of its initial duration, to the exclusion of any renewal or extension. To this contract shall apply the provisions provided for in article 2.16.043 in force for 2004.

**2.16.036 bis** The rider may contract with the continental professional team as a self-employed 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 ProTeam 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 150% 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 SELF-EMPLOYED 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).*

**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.

**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.

- 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 ProTeam, professional continental team, continental team, etc.) 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.

- 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 shall be authorised only if a written and global agreement can be reached between the three parties concerned: the rider, his current paying agent and the new paying agent, and with prior authorisation of the UCI.

Any professional continental team or its paying agent that approaches or engages, albeit conditionally, a rider from a UCI ProTeam, another professional continental team or a continental team without the prior agreement of the current paying agent, shall be subject to a fine of CHF 30,000. Individual licence holders involved in such practices shall be liable to a fine of between CHF 3,000 and CHF 5,000.

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.

**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.

**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, before 1 September, reveal that they are involved in negotiations about the renewal of their contracts or transfers.

A breach of this regulation shall render the rider liable to a fine of CHF 2,000 and the professional continental team to a fine of CHF 5,000.

### **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.

**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 ProTeam, 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.

**Penalties**

**2.16.049** Should a professional continental team, as a whole, fail or cease to meet all the conditions of the present chapter, it may no longer participate in cycling events.

**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 CHF 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.

**2.16.052 Standard contract between a rider and a professional continental team**

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

at

of nationality  
holding a licence issued by

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 team manager), he intends to take part during the term of the present contract, in cycling road races governed by the regulations of the International Cycling Union;
- 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 UCI ProTour 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 31 October 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 - Renumeration**

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) € 25,000 (€ 21,500 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 ProTeam 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.

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 nor 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.
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.

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, 2nd paragraph, and 2.16.040, 3rd 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]

- 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 professional continental team  
The paying agent [name of signatory]

*(text modified on 1.06.06).*

### **2.16.053 Declaration as per article 2.16.040, point 3**

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  
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:



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

*(article introduced on 1.06.06).*

### **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 INTERNATIONAL CYCLING UNION 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 ... Swiss francs / euros / US dollars.

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 INTERNATIONAL CYCLING UNION any amount in Swiss francs / euros / US dollars requested up to a maximum of ... Swiss francs / euros / US dollars 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.

Transitory clause: the bank guarantees for the registration year 2005 which refer to article 2.16.024 shall be deemed to refer to article 2.16.023.

*(text modified on 1.01.02; 1.01.03; 1.01.04; 1.01.05; 1.01.06; 1.06.06).*

### **Wildcard**

**2.16.055** **A professional continental team can only be invited to an event of the the UCI ProTour calendar and participate in the latter if it benefits from a Wildcard label. The Wildcard label is issued for a period of one year by the UCI licence commission.**

*(article introduced on 25.09.07).*

**2.16.056** The licence commission shall examine the application for the Wildcard label on the basis of documentation consisting of the following elements:

1. the application for the Wildcard label;
2. the opinion of or information from the UCI's various services, used to assess the application according to the criteria set out in article 2.16.057;
3. any other document or information requested by the UCI or by the licence commission to assess the application.

*(article introduced on 25.09.07).*

**2.16.057** The commission shall when ruling on the application take account of the following criteria:

1. the sporting standard of the riders, inter alia as regards their placings and results;
2. compliance with UCI regulations;
3. compliance with contractual obligations, including the provisions of the standard contract between the rider and the team under article 2.16.053 and those of the joint agreement signed by the Associated Professional Cyclists (Cyclistes Professionnels Associés – CPA) and the International Association of Cycling Teams (Association Internationale des Groupes Cyclistes Professionnels, AIGCP);
4. compliance with legal obligations;
5. compliance with sporting ethics;
6. quality of the registration file on the day of its submission to the auditor appointed by the UCI within the term foreseen in article 2.16.014;
7. absence of other elements likely to bring cycle sport into disrepute.

*(article introduced on 25.09.07).*

#### **Allocation procedure**

**2.16.058** From the registration of the team on, the UCI shall submit the application of the Wildcard label and the supporting documentation specified in article 2.16.056 to the licence commission and to the team.

The UCI may submit additional statements should the team provide further documentation or new information come into its possessions in any other manner.

Furthermore, the professional continental team must pay to the UCI a registration fee of an amount to be set by the UCI ProTour Council. Otherwise, the request will be inadmissible.

The registration fee cannot be reimbursed under any circumstances.

*(article introduced on 25.09.07).*

**2.16.059** The team will be invited within a time limit of 15 days at least to explain and defend his application for a label Wildcard before the licence commission at a hearing held for this purpose.

*(article introduced on 25.09.07).*

**2.16.060** The team 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. A statement lodged after this deadline shall automatically be disregarded.

*(article introduced on 25.09.07).*

**2.16.061** Where possible, the licence commission shall make its decision by 31 January.

*(article introduced on 25.09.07).*

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

**2.16.062** The team, represented by its paying agent, can file an appeal against the decision of the licence commission refusing the Wildcard label solely before the CAS.

*(article introduced on 25.09.07).*

**2.16.063** The appeal will be heard by the accelerated procedure in accordance with the following provisions.

*(article introduced on 25.09.07).*

**2.16.064** The time limit for appeal is fifteen days form the day following receipt by fax of the decision challenged.

*(article introduced on 25.09.07).*

**2.16.065** 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. a copy of the challenged decision;
3. a copy of the regulatory provisions authorising appeal to the CAS;
4. 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.

*(article introduced on 25.09.07).*

**2.16.066** 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 2.16.075.

*(article introduced on 25.09.07).*

**2.16.067** 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.

*(article introduced on 25.09.07).*

**2.16.068** 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.

*(article introduced on 25.09.07).*

**2.16.069** The court office of the CAS shall determine the amount and the conditions of payment of the costs provision or provisions payable.

*(article introduced on 25.09.07).*

**2.16.070** Within fifteen days of the day of the receipt, by fax, of the statement of appeal, the UCI 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 wishes to present, including the names of witnesses and experts it wishes to be heard;
5. any written witness statement.

If the answer is not lodged within the time provided, the panel may nevertheless continue the proceedings and deliver an award.

*(article introduced on 25.09.07).*

**2.16.071** 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.

**2.16.072** The appeal shall be submitted to a sole arbitrator appointed by the president of the CAS appeals arbitration division or his deputy.

*(article introduced on 25.09.07).*

**2.16.073** The hearing will take place at the earliest opportunity, at a date determined in advance by the CAS.

*(article introduced on 25.09.07).*

**2.16.074** 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.

*(article introduced on 25.09.07).*

**2.16.075** The appeal is judged on basis of the application papers for the Wildcard label 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.

*(article introduced on 25.09.07) .*

**2.16.076** 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.

*(article introduced on 25.09.07).*

**2.16.077** Unless otherwise specified in the present section, the Code of Sports-related Arbitration shall apply.

*(article introduced on 25.09.07).*

#### **Suspension of the label**

**2.16.078** Should a team that holds the «wild card» label be excluded from a UCI event under articles 2.6.036 or 2.15.262, the «wild card» label shall automatically be suspended until such time as the licence commission has rules on a request for the withdrawal of the label.

*(article introduced on 25.09.07).*

**2.16.079** In the event of such an exclusion, the president of the UCI ProTour Council shall submit a request for the withdrawal of the label as per articles 2.16.080 et seq. to the licence commission within 10 days of being informed of the exclusion decision.

The commission's ruling on this request shall supersede the suspension of the label. Should the commission reject the request, the continental professional team shall then again be eligible to take part in UCI ProTour events.

*(article introduced on 25.09.07).*

### **Withdrawal of the label**

**2.16.080** The licence commission may withdraw the label in the following cases:

1. if the information taken into account in granting the label was erroneous and the commission considers that the actual situation did not justify the grant of a label ;
2. if the information taken into account in granting the label 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 label;
3. in the event of failure to comply with the UCI's regulations or contractual obligations towards the UCI or members of the professional continental team, committed by or imputable to the management of the professional continental teams (paying agent, main partner, manager, team manager, accountant, team doctor and any other person in a comparable position), without prejudice to any other penalties under the regulations;
4. in the event of acts committed by or imputable to the professional continental team or one or more of its members as a result of which the continuation of the label would seriously harm the interests or reputation of the UCI ProTour.

*(article introduced on 25.09.07).*

**2.16.081** The president of the UCI ProTour council may refer a case to the licence commission upon simple written request, a copy of which is addressed to the team.

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

*(article introduced on 25.09.07).*

**2.16.082** Before effectively withdrawing the label the commission may, if it deems useful and appropriate, set an additional deadline to the professional continental team in order to sort out its situation.

*(article introduced on 25.09.07).*

**2.16.083** The team, represented by its paying agent, can file an appeal against the decision to withdraw the label exclusively before CAS, following articles 2.16.063 to 2.16.077, save that, concerning article 2.16.075, the appeal is judged on the basis of the file of the withdrawal's request, in its state at the moment where the licence commission took its decision.

*(article introduced on 25.09.07).*

## XVII

## Chapter UCI CONTINENTAL TEAMS

*(chapter replaced on 1.09.04 for the registration year 2005).*

**Definition**

- 2.17.001** A UCI continental team is a team of road riders recognised and licensed to take part in events on the continental calendars by the national federation of the nationality of the majority of its riders and registered with the UCI. The precise structure (legal and financial status, registration, guarantees, standard contract, etc.) of these teams shall be determined by the regulations of the national federation.

**Riders**

- 2.17.002** UCI continental teams shall comprise professional or amateur riders in the elite men's or under 23 categories.

**Regulations**

- 2.17.003** It shall be the responsibility of each national federation to draw up regulations for its UCI continental teams such as to permit the riders to take part in cycle sport in appropriate conditions and in line with the regulations of the UCI and the legal obligations in force in its country.

- 2.17.004** The regulations of the national federation must comply with the minimum following rules:

1. Each national federation may register a maximum of 15 UCI continental teams per year.
2. The national federation shall at its sole responsibility grant a UCI continental team licence to the teams of its choice and under such conditions as it shall determine, while respecting the regulations of the UCI and the present chapter in particular.
3. Composition of the team: at least 8 and no more than 16 riders of the elite men's and under 23 categories only. The team may, with the consent of its national federation, include a number of additional riders specialising in other cycling disciplines (e.g. track, cyclo-cross, mountain bike) on condition that the riders in question have figured in the top 150 places of the UCI individual classification of the discipline in which they specialise over the course of the year prior to the date of registration of the team by the national federation.
4. Age of riders: the majority of riders shall be aged under 28 years (this age limit may be lowered by the national federations, e.g. such that the majority of riders might be aged under 26 years).
5. A rider shall be permitted to join the team only on conclusion of a contract for **fixed term ending soonest at the end of the season, according to article 2.1.002. On the expiry of the term of the contract, the rider is free to leave the continental team and to join another team. All transfer payment systems are prohibited.**
6. Transfers: **during the season, no rider being registered with a UCI team for that season may join a continental team outside the period from the 1st to the 25th June.**

7. During the period from 1 August to the end of the year, each Continental Team may add two riders under the age of 23, on the following conditions:
  - the rider must not already have been a member of a UCI Continental Team, UCI professional continental team, or UCI ProTeam;
  - the continental teams must inform the UCI of the names of the riders by 1 August;
  - this rider must have the authorisation of his national federation and may be attached to only one UCI team during this period.
8. In case of a contract stipulating the payment of a sum in favor of the rider, payment shall only be made by transfer to a bank account of the rider which references must be mentioned in the contract. Only the proof of the execution of the bank transfer shall be accepted as proof of payment.

*(text modified on 1.01.06; 1.01.07; 26.06.07).*

**2.17.005** The UCI shall have the right to refuse or withdraw the registration of a team that does not satisfy the minimum conditions as per article 2.17.004 or any other regulatory provision.

For verification purposes, the UCI reserves the right to request a copy of the complete dossier from the national federation at any time, including team members' contracts, insurance policies, financial documentation, and any other documents it considers necessary. The national federation has one week in which to provide this documentation.

*(text modified on 1.01.06).*

**2.17.006** A team whose registration is refused or withdrawn shall not have the status of UCI continental team and may not use this label.

### **Registration with the national federation**

**2.17.007** The national federation may only register a continental team and request its registration with the UCI after receiving all guarantees that it may require and checking that they are in compliance with requirements.

**2.17.008** The national federation shall be solely responsible for checking compliance with regulatory and legal requirements, both on registration and throughout the registration year.

### **Procedure for registration with the UCI**

**2.17.009** The application for the status of UCI continental team shall be submitted to the national federation of the nationality of the majority of the riders in the team in line with such procedures as that federation may determine.

**2.17.010** **Until October 31st** of each year, the national federation shall send the UCI the list of teams which it intends to register as UCI Continental Teams for the following year. **From October 1st**, the complete registration documents **can** reach the UCI via the national federation, **but it must reach it** no later than **on** 20 December.

A failure to respect these two deadlines shall result in registration being refused for the team.

*(text modified on 1.01.06; 26.06.07).*

**2.17.011** The application for registration must be made on the UCI forms provided for this purpose. Other applications shall be rejected.

The application shall include at least the information following:

1. the exact name of the team;
2. the address (including telephone and fax numbers and e-mail address) to which all communications to the team can be sent;
3. the names and addresses of the representative responsible for the team and the team manager;
4. the surnames, forenames, addresses, nationalities and dates of birth of the riders;
5. the division of tasks as mentioned in article 1.1.082.

Any alteration to the data above must be immediately notified to the UCI by the national federation and only by it.

*(text modified on 1.01.06).*

**2.17.012** The registration application documents must also include a letter from the president of the national federation confirming to the UCI that the federation has carried out all the checks required to ensure 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 the country have been complied with. It must also confirm that team members have adequate worldwide insurance cover against accident, illness, invalidity, death and repatriation and, for the riders, third-party liability. The letter must be drafted in the following terms:

*(Original on national federation letterhead)*

*I the undersigned, xxxx (name and forename of the president), president of the national federation of xxx (country), hereby requests the registration of the UCI Continental Team xxx (team name), for the year xxxx.*

*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 confirm that my federation has checked the insurance policies taken out by the team and that, in accordance with the requirements of the UCI regulations and the laws in force in our country, all the members of team xxx (team name) have adequate worldwide insurance cover against accident, illness, invalidity, death, repatriation and, for the riders, third-party liability.*

*I confirm that my national federation will inform the UCI of any change to the circumstances of team xxx (team name).*

*Signed in witness whereof, on xxx (date) at xxx (place).*

*Signature of the president and federation stamp*

*(text modified on 1.01.06).*

- 2.17.013** Registration as a UCI continental team makes that team liable to pay a registration fee. The amount due shall be determined annually by the management committee. The registration fee must be paid up to the UCI prior to registration.

## XVIII

## Chapter UCI WOMEN'S TEAMS

*(chapter replaced on 1.09.04 for the registration year 2005).*

**Definition**

- 2.18.001** A UCI women's team is a team of female road riders recognised and licensed to take part in women's events of the world circuit by the national federation of the nationality of the majority of its riders and registered with the UCI. The precise structure (legal and financial status, registration, guarantees, standard contract, etc.) of these teams shall be determined by the regulations of the national federation.

**Riders**

- 2.18.002** UCI women's teams shall comprise professional or amateur riders in the elite women category.

**Regulations**

- 2.18.003** It shall be the responsibility of each national federation to draw up regulations for its UCI women's teams such as to permit the riders to take part in cycle sport in appropriate conditions and in line with the regulations of the UCI and the legal obligations in force in its country.

- 2.18.004** The regulations of the national federation must comply at least with the following rules:

1. The national federation shall at its sole responsibility grant a UCI women's team licence to the teams of its choice and under such conditions as it shall determine, while respecting the regulations of the UCI and the present chapter in particular.
2. Composition of the team: minimum 8 and maximum **16** riders of the elite women category. A UCI women's team may, with the consent of its national federation, include a number of additional riders specialising in other cycling disciplines (e.g. track, cyclo-cross, mountain bike, ...) on condition that the riders in question have figured in the top 100 places of the UCI individual classification of the discipline in which they specialise over the course of the year prior to the date of registration of the team by the national federation.
3. A rider shall be permitted to join the team only on conclusion of **a contract for a fixed term ending a 31 December. On the expiry of the term of the contract, the rider is free to leave the women's team. All transfer payment systems are prohibited.**
4. Transfers: **during the season, no rider being registered with a UCI team for that season may join a UCI women's team outside the period from the 1st to the 25th June.**
5. In case of a contract the payment of a sum in favor of the rider, payment shall only be made by transfer to a bank account of the rider which references must be mentioned in the contract. Only the proof of the execution of the bank transfer shall be accepted as proof of payment.
6. **During the period from 1 August to the end of the year, each women's team may add two riders under the age of 23, on the following conditions:**

- the rider must not already have been a member of a UCI women's team;
  - the UCI women's team must inform the UCI of the names of the riders by 1 August;
  - this rider must have the authorisation of his national federation and may be attached to only one UCI team during this period.
- 7. Age of riders on 1 January of the registration year: less than 28 years of age for the majority of riders; this age limit may be reduced by national federations.**

*(text modified on 1.01.06; 1.01.07; 26.06.07).*

- 2.18.005** The UCI shall have the right to refuse or withdraw the registration of a team that does not satisfy the minimum conditions as per article 2.18.004 or any other regulatory provision.

For control purposes, the UCI reserves the right to request a copy of the complete dossier from the national federation at any time, including team members' contracts, insurance policies, financial documentation, and any other documents it considers necessary. The national federation has one week in which to provide this documentation.

*(text modified on 01.01.06).*

- 2.18.006** A team whose registration is refused or withdrawn shall not have the status of UCI women's team and may not use this label.

### **Registration with the national federation**

- 2.18.007** The national federation may only register a women's team and request its registration with the UCI after receiving all guarantees that it may require and checking that they are in compliance with requirements.

- 2.18.008** The national federation shall be solely responsible for checking compliance with regulatory and legal requirements, both on registration and throughout the registration year.

### **Procedure for registration with the UCI**

- 2.18.009** The application for the status of UCI women's team shall be submitted to the national federation of the nationality of the majority of the riders in the team in line with such procedures as that federation may determine.

- 2.18.010** On 31 October of each year, the national federation shall send the UCI the list of teams which it intends to register as UCI women's teams for the following year. The complete registration documents must reach the UCI via the national federation no later than 20 December.

A failure to respect these two deadlines shall result in registration being refused for the team.

*(text modified on 1.01.06).*

**2.18.011** The registration documents shall include at least the following information:

1. the exact name of the team;
2. the address (including telephone and fax numbers and e-mail address) to which all communications to the team can be sent;
3. the name and address of the team representative and the team manager;
4. the surnames, forenames, addresses, nationalities and dates of birth of the riders;
- 5. the division of tasks stipulated in art. 1.1.082.**

Any alteration to the data above must be immediately notified to the UCI by the national federation and only by it.

*(text modified on 26.06.07).*

**2.18.012** The registration application documents must also include a letter from the president of the national federation confirming to the UCI that the federation has carried out all the checks required to ensure 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 the country have been complied with. It must also confirm that team members are covered by adequate insurance for accident, illness, invalidity, death, repatriation as well as third-party liability worldwide.

The letter must be drafted in the following terms:

(Original on national federation letterhead)

*I the undersigned, xxxx (name and forename of the president), president of the national federation of xxx (country), hereby requests the registration of the UCI women's team xxx (team name), for the year xxxx.*

*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 confirm that my federation has checked the insurance policies taken out by the team and that, in accordance with the requirements of the UCI regulations and the laws in force in our country, all the members of team xxx (UCI women's team name) are covered by adequate insurance against accident, illness, invalidity, death, repatriation and third-party liability worldwide.*

*I confirm that my national federation will inform the UCI of any change to the circumstances of UCI women's team xxx (UCI women's team name).*

*Signed in witness whereof, on xxx (date) at xxx (place).*

*Signature of the president and federation stamp.*

*(text modified on 1.01.06; 1.06.06).*

- 2.18.013** Registration as a UCI women's team makes the team liable to pay a registration fee. The amount due shall be determined annually by the management committee. The registration fee must be paid up to the UCI prior to registration.

