

## PART II - ROAD RACES

### Rules amendments applying on **17.06.2024**.

Update on **14.06.2024**

#### Chapter VI STAGE RACES (N)

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

##### Method

**2.6.001** Stage races shall be run over a minimum of two days with a general time classification.

They shall be run in road race stages and time trial stages.

If only one stage or prologue is completed and the other stages are cancelled, only the points for the stage will be awarded and included in the UCI Rankings. No additional points will be awarded (e.g. for the general time classification, wearing of the leader's jersey or secondary classifications).

*(text modified on 17.06.24)*

#### Chapter X UCI RANKINGS

*(chapter replaced on 1.01.09; modified on 1.01.16).*

##### § 1 Elite and Under 23 Men's UCI World Ranking

###### Scale of points

###### 2.10.008 General provisions

The awarding of points for stage races is in accordance with article 2.6.001 regarding the duration 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 finishing the event or the stage. Calculations shall be rounded to a hundredth of a point. (...)

*(article introduced on 1.01.16; modified on 1.01.17; 25.10.17; 22.10.18; 1.01.19; 23.10.19, 1.01.23; 17.06.24).*

##### § 2 Elite and Under 23 Women's UCI World Rankings

*(paragraph moved from Chapter XII on 1.01.16)*

*2.10.017 Points scale Women Elite*

###### General provisions

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

The awarding of points for stage races is in accordance with article 2.6.001 regarding the duration of the event. (...)

*(text modified on 1.01.06; 1.01.09; 1.07.12; 1.09.12; 1.10.13; 1.01.15; 1.01.16; 1.01.17; 24.03.17; 25.10.17; 22.10.18; 1.01.19; 23.10.19; 1.01.23; 17.06.24).*

**§ 4 UCI Women's WorldTour ranking**  
*(paragraph moved from chapter XIII on 1.01.19).*

**2.10.032 Overall individual classification**  
UCI Women's WorldTour points are awarded for the final classification of each event according to the following scale:

Points awarded for stages shall be recorded on the last day of the event.  
*The awarding of points for stage races is in accordance with article 2.6.001 regarding the duration 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 finishing the event or the stage. Calculations shall be rounded to a hundredth of a point.

*(text modified on 17.06.24)*

## Chapter XIII UCI WOMEN'S WORLDTOUR

**§ 6 UCI Women's WorldTeams**

**2.13.106** The guarantee shall be drawn up in English by a *good-standing* banking institution which can, either directly or through a correspondent bank, transmit a SWIFT message to the UCI's bank (UBSWCHZH12A).

*(text modified on 17.06.2024)*

**2.13.115** The UCI may not be held responsible for the inadequacy of the guarantee, *insolvency of the issuer of the bank guarantee, or any delays in the remittance of funds by the issuer.*

*(text modified on 17.06.2024)*

**2.13.117** **Calling up the guarantee**  
The creditor must introduce their application for the guarantee to be called up by 1<sup>st</sup> March of the year following the date on which their claim falls due. ~~Documentary evidence must be provided with the application.~~ The application must be made in writing to the UCI Legal, Compliance & Integrity department (legal@uci.ch) or by using the online form "Bank Guarantee Claim" available on the UCI website, along with the documentary evidence which is relevant for the claim.

Failing this, the UCI shall not be obliged to call up the guarantee.

*(text modified on 17.06.2024)*

**2.13.119** For any call on the bank guarantee, the UCI shall draw, in addition to the amount claimed by the creditor, *a) the amount of CHF 500 as costs (this amount is drawn for each creditor, up to a maximum of CHF 15,000 per bank*

~~guarantee); and b) an amount corresponding to the bank charges applied for calling up the bank guarantee. the sum of CHF 500 as costs. This sum is drawn for each creditor claiming the bank guarantee, until a maximum of CHF 15,000 per bank guarantee. In case of payment by the UCI of a seized amount from a bank guarantee, all bank fees are exclusively at the expense of the beneficiary~~

*(text modified on 17.06.2024)*

**2.13.121** If the creditor has not introduced their claim against the paying agent before the body designated in their contract or the body which they regard as competent on some other basis during the three months following the date of their call on the guarantee, the paying agent may apply to the UCI to have the blocked funds released in their 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 15 days to provide the UCI with proof that they have 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 their 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 15 days to provide the UCI with proof that they have recommenced proceedings.

~~However, the funds will only be released in favour of the paying agent when the bank guarantee has been reconstituted.~~

*(text modified on 17.06.2024)*

**2.13.122** Any creditor having called-up the bank guarantee shall keep the UCI informed of all follow-up action and proceedings initiated before the competent decision-making body. If the creditor fails to provide the UCI with information regarding the status of proceedings before the competent decision-making body during a period of three years as from blocking of the funds by the UCI or as from the last notification from the creditor, the UCI shall release the funds in favour of the paying agent ~~in accordance with article 2.13.122bis. release the funds in favour of the paying agent after having deducted any amounts due to the UCI in accordance with article 2.13.119 and, if applicable, article 2.13.124.~~

In the event that, at the time of release of the funds, the paying agent has undergone dissolution or the UCI is not reasonably capable of returning the funds to the paying agent, the UCI may use the funds for projects related to the development of cycling, which must be agreed upon by the UCI Management Committee.

*(text modified on 17.06.2024)*

**2.13.122 bis** In the event that all or part of the funds are to be released in favour of the paying agent pursuant to articles 2.13.120; 2.13.121 or 2.13.122, the UCI shall withhold from the amount payable to the paying agent any amounts due to the UCI in accordance with article 2.13.119 and, if applicable, article 2.13.124. The remaining amount payable to the paying agent will only be released in favour of the paying agent when the bank guarantee has been reconstituted (unless the team is no longer a UCI-registered team).

In the event that all or part of the funds are to be released to the creditor in accordance with articles 2.13.120 or 2.13.121, the UCI shall deduct any unpaid fees, expenses, indemnities, fines, penalties, or charges imposed by or in accordance with UCI regulations, or related to their application, which are due by such creditor to the UCI, from the amount payable to the creditor. In case of ongoing proceeding involving the creditor and which may result in payments being due to the UCI – including but not limited to fines, fees, costs, etc. - the UCI may withhold the payment of amounts due to the creditor until the issuance of a final decision that allows to definitively establish the amount to be paid to the creditor, if any.

In case of payment by the UCI of a seized amount from a bank guarantee, all bank fees are exclusively at the expense of the beneficiary.

*(article introduced on 17.06.2024)*

- 2.13.125** Upon distribution of funds obtained from the bank guarantee, ~~In the event of payment to a creditor or to the UCI from funds obtained from the bank guarantee,~~ the UCI Women's WorldTeam shall automatically be suspended if the guarantee is not fully reconstituted within one month of the request from the UCI to do so.

In the event of persistent default, the UCI may refer the case to the licence commission in accordance with article 2.13.066.

~~The part of the blocked funds which, under the agreement reached between the parties or according to the final judicial or arbitral decision, does not accrue to the creditor, will be released in favour of the paying agent after having deducted the sums due to the UCI according to article 2.13.119 and, where applicable, article 2.13.124 and solely after full reconstitution of the bank guarantee.~~

*(text modified on 17.06.2024)*

**Bank guarantee model**

- 2.13.127** (To be issued by swift: UBSWCHZH12A – by swift MT760)

Guarantee type: Performance bond

Guarantor: **[INSERT NAME, ADDRESS AND SWIFT CODE OF THE PAYING AGENT BANK]** ("GUARANTOR")

Applicant: **[INSERT NAME & ADDRESS OF THE PAYING AGENT]** ("APPLICANT")

Instructing party: **[INSERT NAME & ADDRESS OF THE INSTRUCTING PARTY]** ("INSTRUCTING PARTY")

Beneficiary: UNION CYCLISTE INTERNATIONALE, ALLÉE FERDI KÜBLER 12, 1860 AIGLE, SWITZERLAND ("BENEFICIARY")

Underlying relationship: The APPLICANT's obligation in respect of the cycling regulations of the UNION CYCLISTE INTERNATIONALE for the purpose of guaranteeing, within the limits set in those regulations, the payment of sums

due by the UCI Women's WorldTeam **[INSERT NAME OF THE TEAM]** (paying agent: **[INSERT NAME OF THE PAYING AGENT]**) to riders and other creditors covered by said 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.

**In the event of any change in the status or name of the team upon issuance of this performance bond, this performance bond continues to cover debts and obligations of the team both under the old and new team name/status without requiring any amendment or reissuance of this performance bond.**

Guarantee amount and currency: **[INSERT AMOUNT & CURRENCY]** (in words: **[INSERT AMOUNT & CURRENCY]**) ("GUARANTEE AMOUNT")

Form of Presentation ("FORM OF PRESENTATION"): Paper form or transmitted in full by authenticated swift through one of the GUARANTOR's correspondent banks.

For the purpose of identification, the BENEFICIARY's demand and supporting statement must bear or be accompanied by a signed confirmation of one of the GUARANTOR's correspondent banks stating that the latter has verified the BENEFICIARY's signature(s) appearing thereon. In case of a swift transmission through one of the GUARANTOR's correspondent banks, the latter has to confirm having verified the BENEFICIARY's signature(s) appearing on the demand and supporting statement.

In case that at the time of a demand under this guarantee, there is a client relationship between BENEFICIARY and a branch of the GUARANTOR in **(INSERT COUNTRY OF GUARANTOR)** with a valid list of authorized signatures regarding the persons signing for the BENEFICIARY, the verification of signature(s) by a third bank is not required. In such case, BENEFICIARY's demand and supporting statement must be presented to the GUARANTOR duly signed in paper form (swift excluded).

Place for presentation: GUARANTOR's address as stated above or swift **[INSERT GUARANTOR'S SWIFT ADDRESS]**, respectively ("PLACE FOR PRESENTATION")

Expiry: **[INSERT EXPIRY DATE]** ("EXPIRY")

As GUARANTOR, we hereby irrevocably undertake to pay the BENEFICIARY any amount up to the GUARANTEE AMOUNT upon presentation of the BENEFICIARY's complying demand, in the FORM OF PRESENTATION indicated above, supported by the BENEFICIARY's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, indicating that the amount claimed is demanded according to the cycling regulations of the UNION CYCLISTE INTERNATIONALE.

Any demand under this guarantee must be received by us on or before EXPIRY at the PLACE FOR PRESENTATION indicated above.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, the supporting statement under article 15 a. being expressly excluded.

*(text modified on 17.06.2024)*

**2.13.180 Standard contract between a rider and a UCI Women's WorldTeam**  
Between the undersigned,

(name and address of the employer)

paying agent for the UCI Women's WorldTeam (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 ONE HAND

And: (name and address of the rider)

born in            on

of..... nationality

holding a licence issued by

hereinafter "the Rider"

ON THE OTHER HAND

Whereas:

- the Employer is engaged in setting up a cycling team who, within the UCI Women's WorldTeam.... and under the management of ..... (name of manager or sports director), intend to take part, during the duration of the present contract, in cycle road races governed by the regulations of the Union Cycliste Internationale;
- the Rider wishes to join the team (name of the UCI Women's WorldTeam);
- both parties are acquainted with and declare that they will abide wholly by the UCI constitution, codes and regulations, and those of its affiliated National Federations.

It is thus agreed as follows:

**ARTICLE 1 - Employment**

The Employer hereby employs the Rider, who accepts the position, as a full-time rider in cycling road races.

Participation by the Rider in events in other disciplines shall be decided by the Parties on a case-by-case basis.

The employment shall be subject to the registration of the team as a UCI Women's WorldTeam with the UCI. Should such registration not be obtained, the Rider may terminate the present contract without notice or compensation.

**ARTICLE 2 - Duration**

This contract shall be entered into for a fixed period commencing on ... and expiring on 31st December....

Unless the contract has already been renewed, each party shall notify the other in writing, no later than the 30 September preceding the termination of the contract, of their intentions as to the renewal of the contract.

**ARTICLE 3 - Salary**

1. The Rider is entitled to a gross annual salary of....

This pay may not be less than the higher of the two following amounts:

- A. The legal minimum wage of the country of residence of the Rider;
- B. The minimum salary provided for in article 2.13.177 of the UCI Regulations.

**ARTICLE 4 – Payment of the salary**

1. The Employer shall pay the salary determined under article 3 in equal monthly payments on or before the fifth day of the following month;
2. Should the Rider be suspended under the terms of the UCI regulations or those of one of its affiliated federations, the Rider shall not be entitled to the said salary 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 be entitled, without notice, to interest and increases of 5% per year.
4. The salary, or any other sum due by the Employer to the Rider, shall be paid by transfer to the bank account n° ... 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.
5. A detailed payslip must be sent to the Rider for each payment.

**ARTICLE 5 - Prizes and bonuses**

The Rider shall be entitled to prizes won during cycling competitions in which she participated for the UCI Women's WorldTeam, 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 Women's WorldTeam, save in such cases as are provided for in the regulations of the UCI;
2. The Employer hereby undertakes to allow the Rider to properly perform her occupation by providing her with the necessary equipment

- and clothing and by permitting her 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 and under the conditions set by the latter. 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 UCI Women's WorldTeam) is already entered in that race;
  4. The Parties undertake to respect the riders' health protection programme;
  5. The Employer undertakes to reimburse the Rider for reasonable travel costs incurred as a result of her work as mentioned in article 2.13.179.

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 this contract be suspended.

#### **ARTICLE 6 BIS – Medical Data**

Pursuant to article 13.3.015 of the UCI Regulations, the Rider hereby expressly consents to the processing of any medical data by the team doctor, the UCI and the potential service provider appointed by the UCI to carry out the tests (altogether referred to as the Medical Data Processors), This processing is subject to medical confidentiality and complies with the provisions on the confidentiality of medical data outlined in Part 13 of the UCI Cycling Regulations and applicable data protection laws and regulations..

This medical data is collected and processed in accordance with the objectives and purpose set out in the "Programme of obligatory tests for UCI medical monitoring". The Rider understands that, under this provision, only medical data pertinent to the Rider's health and necessary for the purpose of the "Programme of obligatory tests for UCI medical monitoring" – the objective of which is to safeguard the health and safety of riders - will be collected and processed.

The Rider further acknowledges that any disclosure of medical data to persons other than those designated as Medical Data Processors shall be limited to those individuals with a legitimate need to know for medical purposes, in the interests of the Rider and his health and always with equivalent confidentiality as when processed by the Medical Data Processors.

The Rider retains the right to access his medical data as provided by applicable laws and regulations. In the event the Rider has any queries about his medical data the team doctor can be contacted at the following address: \_\_\_\_\_ (email address of the team doctor) and the UCI (also for any queries regarding medical data processed by its provider service) at the following address: [data.protection@uci.ch](mailto:data.protection@uci.ch).

This consent shall remain valid for the duration of the Rider's employment with the UCI Women's WorldTeam and for any necessary period thereafter as required by law or legitimate purposes related to the Rider's health and safety.



**ARTICLE 7 - Calendar and Holidays**

The Employer shall set the number of days of annual competition and plan the competition programme by taking into account a maximum of 75 race days. The Employer shall take into account the recovery periods needed for the Rider to enjoy the rest necessary for their physical balance.

The Rider shall be entitled to a minimum of 30 days of holiday per year. The parties to this contract shall decide on the holiday periods by mutual agreement, depending on the competition schedule and training courses. In no case may the holiday period be replaced by financial compensation. Selections for national teams and individual races may in no case be included in the holiday periods.

**ARTICLE 8 - Transfers**

On the expiry of the present contract, the Rider shall be entirely free to leave the UCI Women's WorldTeam and sign a contract with a third party, without prejudice to the provisions of the UCI Regulations.

In the event the Rider has signed a contract with another team for the subsequent season, the Rider may, after the end of the last UCI Women's WorldTour event of the season, take part in official presentation, training camp(s) and other non-promotional events as well as use equipment (e.g. bike, cycling outfit...) provided by his team for the next season, if any, provided that such equipment is white-labelled.

The Rider shall inform the Employer of any such activity and/or use of equipment beforehand and the latter shall not be requested to bear any costs related thereto.

For the sake of clarity, any and all image rights granted to the Employer by the Rider shall remain in force until expiry of the present contract

The Rider and Teams concerned may agree on further measures applicable between the last UCI Women's WorldTour event of the season and expiry of the present contract through specific agreements

**ARTICLE 9 - Termination of the contract**

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

1. The Rider may terminate this contract, without notice or liability for damages:
  - A. if the Employer is declared bankrupt or insolvent or goes into liquidation;
  - B. if the UCI Women's WorldTour licence for the team expires, is withdrawn, or if the UCI Women's WorldTeam is suspended for a period of three months or more;
  - C. if the name of the UCI Women's WorldTeam or its principal partners is changed during the calendar year without the approval required under article 2.13.133 of the UCI Regulations;
  - D. if the Employer or a principal partner withdraws from the UCI Women's WorldTeam and the continuation of the UCI Women's WorldTeam is not guaranteed or else if the UCI Women's WorldTeam announces its dissolution, the winding up of its activities or its inability to meet its commitments; should this be announced for a given date, the Rider shall continue to perform the contract until that date
  - E. in the event of serious misconduct on the part of the Employer. Serious misconduct is considered to include a failure to permit

the Rider, despite her repeated requests, to participate in 5 consecutive competitions in which the team participates.

Where relevant, the Employer shall be required to prove that the Rider was not in a condition to take part in a race;

- F. if, on 15 October of the year preceding a year of registration covered by this contract, the UCI Women's WorldTeam has not submitted a registration file containing the essential documents listed in article 2.13.087, this right of termination lapses upon the registration of the UCI Women's WorldTeam in the first division.

2. The Employer may terminate the present contract, without notice or liability for damages, in the event of serious misconduct on the part of the Rider and suspension under the terms of the UCI Regulations for the remaining duration of this present contract.

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

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

Notwithstanding article 2.13.166 bis, the Employer may terminate the contract with a Rider who has new professional status on 31 December of the first year of this contract, if the UCI Women's WorldTeam is unable to continue its activity during the following season. In that case, the Employer must give at least three months advance notice.

Should the Employer nevertheless be able to continue his activity after exercising the right of termination referred to above, he shall offer a contract for a period of one year to the Rider, on the same conditions as in the previous contract which he terminated before its normal expiry date.

3. Either party shall be entitled to terminate this contract, without notice or liability, should the Rider be rendered permanently unable to exercise the occupation of professional cyclist.
4. The contract can be terminated by common agreement of both parties before its full term.

#### **ARTICLE 10 - Defeasance**

Any clause agreed upon between the Parties that runs counter to the terms of the standard contract between a Rider and a UCI Women's WorldTeam, 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 11 - Arbitration**

Any dispute between the Parties arising from the present contract shall be submitted to arbitration without prejudice to the compulsory jurisdiction of ordinary courts. This body may be the UCI Arbitral Board, the arbitral court of the National Federation of the Rider or the Court of Arbitration for Sport (CAS).

The parties shall agree to submit any dispute related to this contract to the following body: ...

**ARTICLE 12 – Submitted contracts**

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 2.13.104 to 2.13.126 of the UCI Cycling Regulations.

*(text modified on 10.06.21; 01.11.22 ; 17.06.24).*

**Transfers and registration**

**2.13.198a** Two registration periods exist for the registration of riders with UCI Women's WorldTeams.

The first registration period extends from 1 to 15 August and applies for registrations with immediate effect during the season.

The second registration period extends from 15 October to 31 December and applies for the registration of riders as from 1 January of the following year.

The registration periods apply for any rider registration with a UCI Women's WorldTeam, whether the rider was registered with another team or not at the time of the envisaged registration.

The provisions in this section (2.13.198a to 2.13.203) apply both to teams which have UCI Women's WorldTeam status and applicants for a UCI Women's WorldTour licence.

*(text modified on 1.01.15; 17.06.24)*

**2.13.198b** A UCI Women's WorldTeam may register a rider outside of the registration periods of article 2.13.198a if the rider has no contract with a UCI-registered team or if the rider's contract expired or was terminated by mutual consent prior to the end of the last registration period.

*(text introduced on 17.06.24)*

**2.13.199** Unless ordered otherwise by a competent authority, and without prejudice to potential consequences according to article 2.13.201a and 2.13.201b, the UCI will allow the registration of a rider by a UCI Women's WorldTeam during the registration periods stated in article 2.13.198a when the rider's contract with another UCI-registered team has been unilaterally terminated by either the rider or the UCI-registered team.

When the unilateral termination is notified by the rider, the registration shall only take place upon request to the UCI and authorisation by the President of the UCI Arbitral Board.

The President of the UCI Arbitral board should withhold the authorisation only if a prima facie analysis shows that the termination was clearly unlawful. In any case where the rider's remuneration with the UCI Women's WorldTeam – including any relevant remuneration, whether fixed, variable, deferred etc. –

does not exceed the remuneration under the terminated contract, the termination shall not be considered as being clearly unlawful on the basis of a prima facie examination.

The President of the UCI Arbitral Board can also make the authorisation conditional on the increase of the UCI Women's WorldTeam's bank guarantee for an amount corresponding to half of the residual remuneration under the terminated contract. Such amount shall be released from the bank guarantee by the UCI upon the competent authority rendering a final decision finding the unilateral termination lawful and called-up by the UCI for payment to the former team in case the decision finds the termination unlawful. The amount may also be called-up by the UCI and blocked on a dedicated account in case the bank guarantee is due to expire – such as but not limited to cases where the team ceases its activities - before the issuance of the aforementioned final decision. The amount shall, in any case, not be used for any other purpose prior to issuance of the final decision based on which the UCI may either release the funds to the rider's new team or seize the funds for distribution to the former team.

*(text modified on 1.07.10; 1.07.11; 1.01.15; 17.06.24)*

**2.13.200**

In any case where a rider is already contracted with another UCI-registered team, registration with a UCI Women's WorldTeam in accordance with articles 2.13.198a and 2.13.198b shall only be completed upon receipt by the UCI of proof of termination of the relevant contract, if any. Such proof may be the transfer agreement between the two teams concerned and the rider, the mutual termination agreement between the team and the rider or the unilateral termination notice by the team or the rider.

*(text modified on 1.07.11; 1.01.15; 17.06.24)*

**2.13.201a**

Should a UCI Women's WorldTeam wish to engage a rider under contract with a UCI registered team such that the new contract would enter into force prior to the end date of the rider's current contract, the UCI Women's WorldTeam shall inform the rider's current team of such intention before entering into discussions related to the envisaged contract with the rider. In this situation, prior to entering into a binding contract (according to applicable law) with the rider, the UCI Women's WorldTeam shall enter into a transfer agreement with the rider and his current team.

In case a UCI Women's WorldTeam enters into a contract with a rider already contracted by another UCI-registered team and the termination by the rider of his previous contract is found to be unlawful by the competent authority, the following consequences shall apply:

- a) The rider and the UCI Women's WorldTeam shall be jointly and severally liable for the payment of compensation to the rider's previous team for an amount corresponding to the residual remuneration under the contract with the previous team. The amount shall not be less than six months' salary. The amount shall be reduced by the amount paid by the rider or the UCI Women's WorldTeam to the rider's previous team according to the decision of the competent authority, if any, and by the additional amount paid onto the bank guarantee under article 2.13.199, if any;

- b) The UCI Women's WorldTeam shall be subject to a fine corresponding to three months' salary of the rider with the UCI Women's WorldTeam;
- c) The UCI Women's WorldTeam shall be subject to a ban from registering new riders for a period of 12 months;
- d) The rider shall be subject to a period of suspension of three months;
- e) The rider's agent involved shall be subject to a fine corresponding to one month salary of the rider with the UCI Women's WorldTeam and a suspension of one month.

Any consequence under let. c) and d) of this article shall apply from the UCI being informed of the first enforceable decision holding that the contract was unlawfully terminated by the rider. In case such information is notified to the UCI between 1 August and 31 December, the ban on registering riders under let c) shall apply from 1 January of the following year. The effective period of suspensions under let d) shall be set by the UCI in accordance with article 12.3.020.

Monetary fines and compensation under let. a), b) and e) of this article shall apply when such decision has become final.

During a registration ban pursuant to let. c) above, the UCI Women's WorldTeam shall:

- not be entitled to register riders who are out of contract as set out in article 2.13.198b;
- be entitled to register riders from its development team with the same paying agent up to the minimum number of riders required by article 2.13.166, on condition that the riders were already registered with the development team before notification of the registration ban;
- be entitled to register neo-professional riders up to the minimum number of riders required by article 2.13.166 if it does not have a development team with the same paying agent.

Any sanctions on the UCI Women's WorldTeam – let. a), b) and c) – shall not be applied in case the UCI Women's WorldTeam can establish that it had no means of knowing that the rider had entered into an agreement and obtained a written and contemporary written confirmation from the rider or the rider's agent stating that the rider had never entered into an agreement, in any form, with another team for the relevant period.

*(article introduced on 17.06.24)*

**2.13.201b** UCI Women's WorldTeams are not restricted from entering into discussions with riders on a potential agreement which would enter into force after expiry of the rider's current contract.

**2.13.201c** Riders and their agents are responsible for informing the UCI Women's WorldTeam wishing to enter into discussions on a potential contract about the rider's contractual status and, in particular, whether an agreement, in any form, has been entered into in the meantime with another team.

Any incorrect or misleading information provided by a rider or their agent to the UCI Women's WorldTeam on whether the rider is bound by another contract, in any form, for the relevant period shall be sanctioned with a fine corresponding to two months' salary and a suspension of three months for the rider and a fine

corresponding to three months' salary of the rider and a suspension of two months for the agent.

In case an infringement to this article is committed in the context of an agreement entered into with a new UCI Women's WorldTeam which also constitutes a breach of article 2.13.201a, the sanctions laid down in article 2.13.201a and 2.13.201c shall apply cumulatively. In addition, the rider's agent shall be jointly and severally liable for the compensation due to the rider's previous team pursuant to article 2.13.201a let. a).

*(article introduced on 17.06.24)*

**2.13.202** UCI Women's WorldTeams and riders shall have the obligation to inform the UCI of any binding agreement — (according to applicable law) — they enter into within 10 days. If a rider is represented by a riders' agent, the obligation shall be incumbent on the latter.

In addition, upon entering into a binding agreement (according to applicable law), UCI Women's WorldTeams and riders will have to sign the formal agreement pursuant to article 2.13.169 et seq. of UCI Regulations and submit it to the auditor appointed by the UCI within a deadline of 30 days.

In case of failure to comply with the obligations under this article, a fee of CHF 200 per day of delay shall be due by the UCI Women's WorldTeam. In addition, fines may be imposed as follows: CHF 2,000 to 10,000 for the rider or riders' agent and CHF 5,000 to 20,000 for the UCI Women's WorldTeam.

*(text modified on 1.01.15; 17.06.24)*

**2.13.203** The UCI shall maintain a publication on a platform accessible to UCI-registered teams and riders' agents which includes the following information :

- the duration of rider contracts ;
- the names of the riders' agent representing a rider.

This publication will distinguish information which is ascertained on the basis of rider contracts submitted to the auditor appointed by the UCI from information which has been reported to the UCI in accordance with article 2.13.202 paragraph 1.

*(text modified on 01.01.09; 1.07.10; 24.09.14; 1.01.15; 17.06.24).*

## **Chapter XIV UCI CUPS**

[former chapter XV has been numbered XIV on 1.01.05)

**§ 2 UCI Men Under 23 Nations' Cup**  
*(paragraph introduced on 1.01.07).*

### **2.14.026 General Provisions**

For team time trial events and stages the points on the scale shall be awarded to the teams.

The awarding of points for stage races is in accordance with article 2.6.001

regarding the duration of the event. (...)

*(text modified on 1.07.11; 1.01.17; 9.11.20; 17.06.24).*

**§ 3 UCI Men Junior Nations' Cup**  
*(paragraph introduced on 01.01.08).*

**2.14.040 UCI Men Junior Nations' Cup ranking**  
The points for the UCI Men Junior Nations' Cup are awarded only to nations by totalling the individual points scored. Only a classification by nations is kept.

For team time trial events and stages the points on the scale shall be awarded to the teams.

The awarding of points for stage races is in accordance with article 2.6.001 regarding the duration of the event.

*(text modified on 1.01.08; 1.07.11; 1.08.13; 1.01.17; 9.11.20; 17.06.24).*

**§ 4 UCI Women Junior Nations' Cup**  
*(paragraph introduced on 01.01.16).*

**2.14.054 Points scale**  
For team time trial events and stages the points on the scale shall be awarded to the teams.

The awarding of points for stage races is in accordance with article 2.6.001 regarding the duration of the event. (...)

*(text modified on 9.11.20; 17.06.24).*

## Chapter XV UCI WORLDTOUR

### § 3 UCI WorldTeams

**2.15.093** The guarantee shall be drawn up in English by a **good-standing** banking institution which can either directly or through a correspondent bank transmit a SWIFT message to the UCI's bank (UBSWCHZH12A).

*(text modified on 17.06.2024)*

**2.15.100** The UCI may not be held responsible for the inadequacy of the guarantee, **insolvency of the issuer of the bank guarantee, or any delays in the remittance of funds by the issuer.**

*(text modified on 17.06.2024)*

**2.15.102 Calling up the guarantee**  
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.~~ The application must be made in writing to the UCI Legal, Compliance & Integrity department (legal@uci.ch) or by using the online form "Bank Guarantee Claim" available

on the UCI website, along with the documentary evidence which is relevant for the claim.

Failing this the UCI is not obliged to call up the guarantee.

*(text modified on 17.06.2024)*

- 2.15.104** For any call on the bank guarantee, the UCI shall draw, in addition to the amount claimed by the creditor, a) the amount of CHF 500 as costs (this amount is drawn for each creditor, up to a maximum of CHF 15,000 per bank guarantee); and b) an amount corresponding to the bank charges applied for calling up the bank guarantee. ~~the sum of CHF 500 as costs. This sum is drawn for each creditor claiming the bank guarantee, until a maximum of CHF 15,000 per bank guarantee. In case of payment by the UCI of a seized amount from a bank guarantee, all bank fees are exclusively at the expense of the beneficiary~~

*(text modified on 17.06.2024)*

- 2.15.106** If the creditor has not introduced his claim against the paying agent before the body designated in his contract or the body which he regards as competent on some other basis during the three months following the date of his call on the guarantee, the paying agent may apply to the UCI to have the blocked funds released in his favour.

The funds shall be released should the creditor fail to take proceedings within one month of the despatch of notice by the UCI. The creditor then has fifteen days to provide the UCI with proof that he has commenced proceedings. If the body before which the creditor has commenced proceedings declares that it is not competent, the creditor must take fresh proceedings within one month of learning of this decision. Should this not be the case the paying agent may call on the UCI to release the funds in his favour. The funds shall be released should the creditor fail to take further proceedings within one month of the despatch of notice by the UCI. The creditor then has fifteen days to provide the UCI with proof that he has recommenced proceedings.

~~However the funds will only be released in favour of the paying agent when the bank guarantee has been reconstituted.~~

*(text modified on 17.06.2024)*

- 2.15.106 bis** Any creditor having called-up the bank guarantee shall keep the UCI informed of all follow- up action and proceedings initiated before the competent decision-making body. If the creditor fails to provide the UCI with information regarding the status of proceedings before the competent decision-making body during a period of three years as from blocking of the funds by the UCI or as from the last notification from the creditor, the UCI shall release the funds in favour of the paying agent ~~in accordance with article 2.15.106ter. after having deducted any amounts due to the UCI in accordance with article 2.15.104 and article 2.15.108, if applicable.~~

In the event that at the time of release of the funds, the paying agent has undergone dissolution or the UCI is not reasonably capable of returning the funds to paying agent, the UCI may use the funds for projects related to the



development of cycling, which must be agreed upon by the Professional Cycling Council.

*(text modified on 17.06.2024)*

**2.15.106** In the event that all or part of the funds are to be released in favour of the paying agent pursuant to articles 2.15.105; 2.15.106 or 2.15.106bis, the UCI shall withhold from the amount payable to the paying agent any amounts due to the UCI in accordance with article 2.15.104 and, if applicable, article 2.15.108. The remaining amount payable to the paying agent will only be released in favour of the paying agent when the bank guarantee has been reconstituted (unless the team is no longer registered a UCI-registered team).

In the event that all or part of the funds are to be released to the creditor in accordance with articles 2.15.105 or 2.15.106, the UCI shall deduct any unpaid fees, expenses, indemnities, fines, penalties, or charges imposed by or in accordance with UCI regulations, or related to their application, which are due by such creditor to the UCI, from the amount payable to the creditor. In case of ongoing proceeding involving the creditor and which may result in payments being due to the UCI – including but not limited to fines, fees, costs, etc. - the UCI may withhold the payment of amounts due to the creditor until the issuance of a final decision that allows to definitively establish the amount to be paid to the creditor, if any.

In case of payment by the UCI of a seized amount from a bank guarantee, all bank fees are exclusively at the expense of the beneficiary.

*(text modified on 17.06.2024)*

**2.15.109** Upon distribution of funds obtained from the bank guarantee, ~~In the event of payment to a creditor or to the UCI from funds obtained from the bank guarantee,~~ the UCI WorldTeam shall automatically be suspended if the guarantee is not fully reconstituted within one month of the request from the UCI to do so.

In the event of persistent default, the UCI may refer the case to the licence commission in accordance with article 2.15.040.

~~The part of the blocked funds which, under the agreement reached between the parties or according to the final judicial or arbitral decision, does not accrue to the creditor, will be released in favour of the paying agent under deduction of the sums due to the UCI according to article 2.15.104 and, where applicable, to article 2.15.108 and solely after full reconstitution of the bank guarantee.~~

*(text modified on 17.06.2024)*

**Bank guarantee model**

**2.15.141** (To be issued by swift: UBSWCHZH12A – by swift MT760)

Guarantee type: Performance bond

Guarantor: [INSERT NAME, ADDRESS AND SWIFT CODE OF THE PAYING AGENT BANK] ("GUARANTOR")

Applicant: **[INSERT NAME & ADDRESS OF THE PAYING AGENT]**  
("APPLICANT")

Instructing party: **[INSERT NAME & ADDRESS OF THE INSTRUCTING PARTY]** ("INSTRUCTING PARTY")

Beneficiary: UNION CYCLISTE INTERNATIONALE, ALLÉE FERDI KÜBLER  
12, 1860 AIGLE, SWITZERLAND ("BENEFICIARY")

Underlying relationship: The APPLICANT's obligation in respect of the cycling regulations of the UNION CYCLISTE INTERNATIONALE for the purpose of guaranteeing, within the limits set in those regulations, the payment of sums due by the UCI WorldTeam / UCI ProTeam **[INSERT NAME OF THE TEAM]** (paying agent: **[INSERT NAME OF THE PAYING AGENT]**) to riders and other creditors covered by said 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.

In the event of any change in the status or name of the team upon issuance of this performance bond, this performance bond continues to cover debts and obligations of the team both under the old and new team name/status without requiring any amendment or reissuance of this performance bond.

Guarantee amount and currency: **[INSERT AMOUNT & CURRENCY]** (in words: **[INSERT AMOUNT & CURRENCY]**) ("GUARANTEE AMOUNT")

Form of Presentation ("FORM OF PRESENTATION"): Paper form or transmitted in full by authenticated swift through one of the GUARANTOR's correspondent banks.

For the purpose of identification the BENEFICIARY's demand and supporting statement must bear or be accompanied by a signed confirmation of one of the GUARANTOR's correspondent banks stating that the latter has verified the BENEFICIARY's signature(s) appearing thereon. In case of a swift transmission through one of the GUARANTOR's correspondent banks, the latter has to confirm having verified the BENEFICIARY's signature(s) appearing on the demand and supporting statement.

In case that at the time of a demand under this guarantee, there is a client relationship between BENEFICIARY and a branch of the GUARANTOR in **(INSERT COUNTRY OF GUARANTOR)** with a valid list of authorized signatures regarding the persons signing for the BENEFICIARY, the verification of signature(s) by a third bank is not required. In such case, BENEFICIARY's demand and supporting statement must be presented to the GUARANTOR duly signed in paper form (swift excluded).

Place for presentation: GUARANTOR's address as stated above or swift **[INSERT GUARANTOR'S SWIFT ADDRESS]**, respectively ("PLACE FOR PRESENTATION")

Expiry: **[INSERT EXPIRY DATE]** ("EXPIRY")

As GUARANTOR, we hereby irrevocably undertake to pay the BENEFICIARY any amount up to the GUARANTEE AMOUNT upon presentation of the

BENEFICIARY's complying demand, in the FORM OF PRESENTATION indicated above, supported by the BENEFICIARY's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, indicating that the amount claimed is demanded according to the cycling regulations of the UNION CYCLISTE INTERNATIONALE.

Any demand under this guarantee must be received by us on or before EXPIRY at the PLACE FOR PRESENTATION indicated above.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, the supporting statement under article 15 a. being expressly excluded.

*(text modified on 17.06.2024)*

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

**2.15.139** Between the undersigned,

(name and address of the employer)

paying agent for the UCI WorldTeam (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 WorldTeam.... and under the management of Mr (name of manager or sports director), intend to take part, during the duration of the present contract, in cycle road races governed by the regulations of the Union Cycliste Internationale;
- the Rider wishes to join the team (name of the UCI WorldTeam);
- both parties are acquainted with and declare that they will abide wholly by the UCI constitution and regulations, and those of its affiliated National Federations as well as the joint agreements concluded between the CPA and the AIGCP and approved by the Professional Cycling Council.

It is thus agreed as follows:

**ARTICLE 1 - Employment**

The Employer hereby engages the Rider, who accepts the position, as a rider in cycling road races.

Participation by the Rider in events in other disciplines shall be decided by the Parties case by case.

The engagement shall be subject to the registration of the team as a UCI WorldTeam with the UCI. Should such registration not be obtained, the Rider may terminate the present contract without notice or compensation.

**ARTICLE 2 - Duration**

The present contract shall be concluded for a fixed period commencing on ... and expiring on 31 December.....

Unless the contract has already been renewed, each party shall notify the other in writing no later than the 30 September preceding the termination of the contract of his intentions as to the renewal of the contract. A copy of this document shall be sent to the CPA.

**ARTICLE 3 - Salary**

1. The Rider shall have the right to gross annual pay of ....

This pay may not be less than the higher of the two following amounts:

- A. The legal minimum wage of the country of the nationality of the UCI WorldTeam as defined under article 2.15.051 of the regulations;
  - B. The minimum wage as per the Joint Agreements.
2. If the duration of the present contract is less than one year, the Rider must in this period earn at least the total annual pay set out in article 3.1. Where applicable, the pay due from the rider's previous UCI WorldTeam, UCI ProTeam or UCI 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 5<sup>th</sup> day of the following month.
2. Should the Rider be suspended under the terms of the UCI regulations or those of one of its affiliated federations, he shall not be entitled to the said remuneration referred to in article 3 for the part of the suspension exceeding one month.
3. In the event of a failure to make payment of the net sums of remuneration on their due date as per article 3 or of any other sum which is due, the Rider shall have the right, without notice, to the interest and increases set out in the joint agreement concluded between the AIGCP and the CPA.
4. The remuneration, or any other sum due to the Rider from the Employer, shall be paid by transfer to the bank account no ... of the Rider at the (name of the bank) at (branch where the account is held).

Only the proof of the execution of the bank transfer shall be accepted as proof of payment.

**ARTICLE 5 - Prizes and bonuses**

The Rider shall be entitled to prizes won during cycling competitions in which he participated for the UCI WorldTeam, in accordance with the Regulations of the UCI and its affiliated federations.

Furthermore, the rider shall have the right to the following bonuses:

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 WorldTeam, save in such cases as are provided for in the regulations of the UCI.
2. The Employer hereby undertakes to allow the Rider properly to perform his occupation by providing him with the necessary equipment and clothing and by permitting him to participate in a sufficient number of cycling events, either as a member of the team or individually.
3. The Rider may not compete in a race as an individual without the express consent of the Employer. The Employer shall be deemed to have given its consent if it has not replied within a period of ten days from the date of the request. In no case may the Rider take part in a road race as a member of any other structure or of a mixed team if (name of the UCI WorldTeam) is already entered for that race.
4. The Parties undertake to respect the riders' health protection programme.
5. The employer undertakes to reimburse the Rider for reasonable travel costs incurred as a result of his work.

In the event of selection for a national team, the Employer shall be required to permit the Rider to participate in such races and preparatory programmes as may be determined by the National Federation. The Employer shall authorise the National Federation to give the Rider any instructions it may deem necessary in connection with and for the duration of the selection provided that it does so solely in connection with sporting matters, in its own name and on its own behalf.

In none of the aforementioned cases shall the present contract be suspended.

**ARTICLE 6 BIS – Medical Data**

Pursuant to article 13.3.015 of the UCI Regulations, the Rider hereby expressly consents to the processing of any medical data by the team doctor, the UCI and the potential service provider appointed by the UCI to carry out the tests (altogether referred to as the Medical Data Processors), This processing is subject to medical confidentiality and complies with the provisions on the confidentiality of medical data outlined in Part 13 of the UCI Cycling Regulations and applicable data protection laws and regulations..

This medical data is collected and processed in accordance with the objectives and purpose set out in the “Programme of obligatory tests for UCI medical monitoring”. The Rider understands that, under this provision, only medical data pertinent to the Rider's health and necessary for the purpose of the “Programme of obligatory tests for UCI medical monitoring” – the objective of which is to safeguard the health and safety of riders - will be collected and processed.

The Rider further acknowledges that any disclosure of medical data to persons other than those designated as Medical Data Processors shall be limited to those individuals with a legitimate need to know for medical purposes, in the interests of the Rider and his health and always with equivalent confidentiality as when processed by the Medical Data Processors.

The Rider retains the right to access his medical data as provided by applicable laws and regulations. In the event the Rider has any queries about his medical data the team doctor can be contacted at the following address: \_\_\_\_\_ (email address of the team doctor) and the UCI (also for any queries regarding medical data processed by its provider service) at the following address: [data.protection@uci.ch](mailto:data.protection@uci.ch).

This consent shall remain valid for the duration of the Rider's employment with the UCI WorldTeam and for any necessary period thereafter as required by law or legitimate purposes related to the Rider's health and safety.

#### **ARTICLE 7 - Transfers**

On the expiry of the present contract, the Rider shall be entirely free to leave the UCI WorldTeam and sign a contract with a third party, without prejudice to the provisions of the UCI Regulations.

In the event the Rider has signed a contract with another team for the subsequent season, the Rider may, after the end of the last UCI WorldTour event of the season, take part in official presentation, training camp(s) and other non-promotional events as well as use equipment (e.g. bike, cycling outfit...) provided by his team for the next season, if any, provided that such equipment is white-labelled.

The Rider shall inform the Employer of any such activity and/or use of equipment beforehand and the latter shall not be requested to bear any costs related thereto.

For the sake of clarity, any and all image rights granted to the Employer by the Rider shall remain in force until expiry of the present contract

The Rider and Teams concerned may agree on further measures applicable between the last UCI WorldTour event of the season and expiry of the present contract through specific agreements.

#### **ARTICLE 8 - Termination of the contract**

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

1. The Rider may terminate the present contract, without notice or liability for damages:
  - A. if the Employer is declared bankrupt or insolvent or goes into liquidation;

- B. if the UCI WorldTour licence for the team expires, is withdrawn, or if the UCI WorldTeam is suspended for a period of three months or more;
  - C. if the name of the UCI WorldTeam or its principal partners is changed during the civil year without the approval required under article 2.15.073 of the UCI cycling regulations;
  - D. if the Employer or a principal partner withdraws from the UCI WorldTeam and the continuity of the UCI WorldTeam is not guaranteed or else if the UCI WorldTeam announces its dissolution, the winding up of its activities or its inability to meet its commitments; should this be announced for a given date, the Rider shall continue to perform the contract until that date;
  - E. in the event of serious misconduct on the part of the Employer. Serious misconduct is considered to include a failure to permit the Rider, despite his repeated requests, to participate in competitions over a continuous period in excess of 6 weeks or over four discontinuous periods of 7 days each, during which periods at least 1 one-day race on the international calendar took place.  
Where relevant, the Employer shall be required to prove that the Rider was not in a condition to take part in a race.
  - F. if, on 15 October of the year preceding a year of registration covered by the present contract, the UCI WorldTeam has not submitted a registration file containing the essential documents listed in art. 2.15.069bis, this right of termination lapses upon the registration of the UCI WorldTeam in the first division.
2. The Employer may terminate the present contract, without notice or liability for damages, in the event of serious misconduct on the part of the Rider or of the suspension of the Rider under the terms of the UCI regulations for the remaining duration of the present contract.

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

Serious misconduct is considered to include refusal to ride cycle races, despite being repeatedly called on to do so by the Employer. If need be, the Rider shall have to prove that he was in no state to compete in a race.

Notwithstanding article 6, paragraph 3 of the Joint Agreement, the Employer may terminate the contract with a Rider who has neo-professional status on 31 December of the first year of this contract, if the UCI WorldTeam is unable to continue its activity during the following season. In that case, the Employer must give at least three months advance notice.

Should the Employer nevertheless be able to continue his activity after exercising the right of termination referred to above, he shall offer a contract for a period of one year to the Rider, on the same conditions

as in the previous contract which he terminated before its normal expiry date.

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

**ARTICLE 9 - Defeasance**

Any clause agreed upon between the Parties that runs counter to the terms of the model contract between a rider and a UCI WorldTeam, to the joint agreement mentioned in article 2.15.111, and/or to the provisions of the UCI constitution or regulations and which would in any way restrict the rights of the Rider shall be null and void.

**ARTICLE 10 - Arbitration**

Any dispute between the Parties arising from the present contract shall be submitted to arbitration without prejudice to the compulsory jurisdiction of ordinary courts, either in application of a joint agreement concluded between the CPA and the AIGCP for matters covered thereby, or in accordance with the regulations of the National Federation which issued the licence to the Rider or, failing this, the legislation governing this contract.

**ARTICLE 11 - Submitted contacts**

The rider shall have the right to ascertain from the UCI-appointed auditor the contract(s) which has/have been submitted to the latter by the paying agent. The contract(s) shall be covered by the bank guarantee subject to the conditions and restrictions set out in articles 2.15.092 to 2.15.109 of the UCI cycling regulations.

**Declaration**

The parties declare that, apart from the present contract,

no other contract has been concluded concerning the Rider's activities for the benefit of the UCI WorldTeam in the sense of articles 2.15.116 or 2.15.117 of the UCI cycling regulations.

Done at ..... on .....  
In 3 original copies

The Rider  
agent

For the UCI WorldTeam

Rider's

The paying agent  
[signatory's name]

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

1. Contract Title

Parties:

1. ...
2. ...



Date of signature:  
Contract in force from ... to ...  
Total pay and other benefits:

2. Contract Title

Parties:

1. ...
2. ...

Date of signature:  
Contract in force from ... to ...  
Total pay and other benefits:

3. ...

Done at ..... on .....  
In 3 original copies

The Rider  
agent

For the UCI WorldTeam  
  
The paying agent  
[signatory's name]

Rider's

*(text modified on 1.07.09; 1.07.10; 1.04.11; 1.07.12; 1.01.15; 1.01.18;  
1.07.19;  
10.06.21 ; 17.06.24).*

**Transfers and registration**

**2.15.120a** Two registration periods exist for the registration of riders with UCI WorldTeams.

The first registration period extends from 1 to 15 August and applies for registrations with immediate effect during the season.

The second registration period extends from 15 October to 31 December and applies for the registration of riders as from 1 January of the following year.

The registration periods apply for any rider registration with a UCI WorldTeam, whether the rider was registered with another team or not at the time of the envisaged registration.

The provisions in this section (2.15.120 to 2.15.125) apply both to teams which have UCI WorldTeam status and applicants for a UCI WorldTour licence.

*(text modified on 1.01.15; 17.06.24)*

**2.15.120b** A UCI WorldTeam may register a rider outside of the registration periods of article 2.15.120 if the rider has no contract with a UCI-registered team or if the rider's contract expired or was terminated by mutual consent prior to the end of the last registration period.

*(text introduced on 17.06.24)*

**2.15.121** Unless ordered otherwise by a competent authority, and without prejudice to potential consequences according to article 2.15.123a and 2.15.123b, the UCI will allow the registration of a rider by a UCI WorldTeam during the registration periods stated in article 2.15.120 when the rider's contract with another UCI-registered team has been unilaterally terminated by either the rider or the UCI-registered team.

When the unilateral termination is notified by the rider, the registration shall only take place upon request to the UCI and authorisation by the President of the UCI Arbitral Board.

The President of the UCI Arbitral board should withhold the authorisation only if a prima facie analysis shows that the termination was clearly unlawful. In any case where the rider's remuneration with the UCI WorldTeam – including any relevant remuneration, whether fixed, variable, deferred etc. – does not exceed the remuneration under the terminated contract, the termination shall not be considered as being clearly unlawful on the basis of a prima facie examination.

The President of the UCI Arbitral Board can also make the authorisation conditional on the increase of the UCI WorldTeam's bank guarantee for an amount corresponding to half of the residual remuneration under the terminated contract. Such amount shall be released from the bank guarantee by the UCI upon the competent authority rendering a final decision finding the unilateral termination lawful and called-up by the UCI for payment to the former team in case the decision finds the termination unlawful. The amount may also be called-up by the UCI and blocked on a dedicated account in case the bank guarantee is due to expire – such as but not limited to cases where the team ceases its activities - before the issuance of the aforementioned final decision. The amount shall, in any case, not be used for any other purpose prior to issuance of the final decision based on which the UCI may either release the funds to the rider's new team or seize the funds for distribution to the former team.

*(text modified on 1.07.10; 1.07.11; 1.01.15; 17.06.24)*

**2.15.122** In any case where a rider is already contracted with another UCI-registered team, registration with a UCI WorldTeam in accordance with articles 2.15.120a and 2.15.120b shall only be completed upon receipt by the UCI of proof of termination of the relevant contract, if any. Such proof may be the transfer agreement between the two teams concerned and the rider, the mutual termination agreement between the team and the rider or the unilateral termination notice by the team or the rider.

*(text modified on 1.07.11; 1.01.15; 17.06.24)*

**2.15.123a** Should a UCI WorldTeam wish to engage a rider under contract with a UCI-registered team such that the new contract would enter into force prior to the end date of the rider's current contract, the UCI WorldTeam shall inform the rider's current team of such intention before entering into discussions related to the envisaged contract with the rider. In this situation, prior to entering into a binding contract (according to applicable law) with the rider, the UCI WorldTeam shall enter into a transfer agreement with the rider and his current team.

In case a UCI WorldTeam enters into a contract with a rider already contracted by another UCI-registered team and the termination by the rider of his previous contract is found to be unlawful by the competent authority, the following consequences shall apply:

- a. The rider and the UCI WorldTeam shall be jointly and severally liable for the payment of compensation to the rider's previous team for an amount corresponding to the residual remuneration under the contract with the previous team. The amount shall not be less than six months' salary. The amount shall be reduced by the amount paid by the rider or the UCI WorldTeam to the rider's previous team according to the decision of the competent authority, if any, and by the additional amount paid onto the bank guarantee under article 2.15.121, if any;
- b. The UCI WorldTeam shall be subject to a fine corresponding to three months' salary of the rider with the UCI WorldTeam;
- c. The UCI WorldTeam shall be subject to a ban from registering new riders for a period of 12 months;
- d. The rider shall be subject to a period of suspension of three months;
- e. The rider's agent involved shall be subject to a fine corresponding to one month salary of the rider with the UCI WorldTeam and a suspension of one month.

Any consequence under let. c) and d) of this article shall apply from the UCI being informed of the first enforceable decision holding that the contract was unlawfully terminated by the rider. In case such information is notified to the UCI between 1 August and 31 December, the ban on registering riders under let c) shall apply from 1 January of the following year. The effective period of suspensions under let d) shall be set by the UCI in accordance with article 12.3.020.

Monetary fines and compensation under let. a), b) and e) of this article shall apply when such decision has become final.

During a registration ban pursuant to let. c) above, the UCI WorldTeam shall:

- not be entitled to register riders who are out of contract as set out in article 2.15.120b;
- be entitled to register riders from its development team with the same paying agent up to the minimum number of riders required by article 2.15.110, on condition that the riders were already registered with the development team before notification of the registration ban;
- be entitled to register neo-professional riders up to the minimum number of riders required by article 2.15.110 if it does not have a development team with the same paying agent.

Any sanctions on the UCI WorldTeam – let. a), b) and c) – shall not be applied in case the UCI WorldTeam can establish that it had no means of knowing that the rider had entered into an agreement and obtained a written and contemporary written confirmation from the rider or the rider's agent stating that the rider had never entered into an agreement, in any form, with another team for the relevant period.

*(article introduced on 17.06.24)*

**2.15.123b** UCI WorldTeams are not restricted from entering into discussions with riders on a potential agreement which would enter into force after expiry of the rider's current contract.

**2.15.123c** Riders and their agents are responsible for informing the UCI WorldTeam wishing to enter into discussions on a potential contract about the rider's contractual status and, in particular, whether an agreement, in any form, has been entered into in the meantime with another team.

Any incorrect or misleading information provided by a rider or their agent to the UCI WorldTeam on whether the rider is bound by another contract, in any form, for the relevant period shall be sanctioned with a fine corresponding to two months' salary and a suspension of three months for the rider and a fine corresponding to three months' salary of the rider and a suspension of two months for the agent.

In case an infringement to this article is committed in the context of an agreement entered into with a new UCI WorldTeam which also constitutes a breach of article 2.15.123a, the sanctions laid down in article 2.15.123a and 2.15.123c shall apply cumulatively. In addition, the rider's agent shall be jointly and severally liable for the compensation due to the rider's previous team pursuant to article 2.15.123a let. a).

*(article introduced on 17.06.24)*

**2.15.124** UCI WorldTeams and riders shall have the obligation to inform the UCI of any binding agreement — (according to applicable law) — they enter into within 10 days. If a rider is represented by a riders' agent, the obligation shall be incumbent on the latter.

In addition, upon entering into a binding agreement (according to applicable law), UCI WorldTeams and riders will have to sign the formal agreement pursuant to article 2.15.111 et seq. of UCI Regulations and submit it to the auditor appointed by the UCI within a deadline of 30 days.

In case of failure to comply with the obligations under this article, a fee of CHF 200 per day of delay shall be due by the UCI WorldTeam. In addition, fines may be imposed as follows: CHF 2,000 to 10,000 for the rider or riders' agent and CHF 5,000 to 20,000 for the UCI WorldTeam.

*(text modified on 1.01.15; 17.06.24)*

**2.15.125** The UCI shall maintain a publication on a platform accessible to UCI-registered teams and riders' agents which includes the following information :

- the duration of rider contracts ;
- the names of the riders' agent representing a rider.

This publication will distinguish information which is ascertained on the basis of rider contracts submitted to the auditor appointed by the UCI from information which has been reported to the UCI in accordance with article 2.15.124 paragraph 1.

*(text modified on 01.01.09; 1.07.10; 24.09.14; 1.01.15; 17.06.24).*

## Chapter XVI UCI PROTEAMS

### Bank guarantee

- 2.16.023** Each UCI ProTeam shall furnish the UCI with a first-demand (abstract) bank guarantee in accordance with the model in article ~~2.15.141~~ ~~2-16.054~~. The guarantee shall be drawn up in English by a **good-standing** banking institution able to issue, either directly or through a correspondent bank, a SWIFT message to the UCI bank [UBSWCHZH12A].

The bank guarantee must be established by the paying agent and submitted by the issuing bank on behalf of the paying agent.

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 riders and any other person hired for the operation of the UCI ProTeam or the team applying for UCI ProTeam status in consideration of their services for the operation of the UCI ProTeam;
2. to cover the payment of any outstanding fees, expenses, indemnities, fines, penalties and charges imposed by or in virtue of the UCI regulations or related to their application.

*(text modified on 17.06.2024)*

- 2.16.025** Should the bank guarantee be revealed to be inadequate the UCI ProTeam shall be subject to a fine of between CHF 5,000 and 50,000. Furthermore the UCI ProTeam shall be suspended automatically should it fail to arrange the additional guarantee or to amend the bank guarantee within one month of the date of the decision imposing the fine and shall remain suspended for as long as it fails to do so.

The UCI may not be held liable for the inadequacy of the bank guarantee, **insolvency of the issuer of the bank guarantee, or any delays in the remittance of funds by the issuer.**

*(text modified on 17.06.2024)*

- 2.16.027** 1. The UCI shall draw on the bank guarantee in favour of the creditor mentioned in article 2.16.023 unless the claim is manifestly unfounded. The UCI ProTeam shall be notified of the creditor's claim and the call on the guarantee.  
For any call on the bank guarantee, the UCI shall draw, in addition to the amount claimed by the creditor, **a) the amount of CHF 500 as costs (this amount is drawn for each creditor, up to a maximum of CHF 15,000 per bank guarantee); and b) an amount corresponding to the bank charges applied for calling up the bank guarantee. ~~the sum of CHF 500 as costs. This sum shall be applied for each creditor who calls up the bank guarantee, up to a maximum of CHF 15,000 per bank guarantee. In case of payment by UCI of a seized amount from a bank~~**

~~guarantee, all bank fees are exclusively at the expense of the beneficiary.~~

The creditor shall not be actually paid until one month has elapsed from the time the sum was allocated from the guarantee. If, in the interim, the UCI ProTeam files a written objection to the payment of the money to the creditor, the UCI shall pay the sum at issue into a special account and shall subsequently distribute it in accordance with any agreement reached between the parties or according to an enforceable judicial or arbitral ruling.

2. Should the creditor fail to take proceedings against the paying agent before the body stated in his contract or such body as he may consider competent on other grounds within three months of the date of his call on the guarantee, the paying agent may call on the UCI to release the funds in his favour.

The funds shall be released should the creditor fail to take proceedings within one month of the despatch of notice by the UCI or to submit proof to the UCI of such proceedings within the following fifteen days. Should the body before which proceedings are taken declare itself not competent to rule the creditor shall resubmit his claim within one month of being informed of the decision. Should this not be the case the paying agent may call on the UCI to release the funds in his favour. The funds shall be released should the creditor fail to take further proceedings within one month of the despatch of notice by the UCI or to submit proof to the UCI of such proceedings within the following fifteen days.

~~However the funds will only be released in favour of the paying agent when the bank guarantee has been reconstituted.~~

3. ~~In the event that all or part of the funds are to be released in favour of the paying agent pursuant to articles 2.16.027 or 2.16.027bis, the UCI shall withhold from the amount payable to the paying agent any amounts due to the UCI in accordance with article 2.16.027 and, if applicable, article 2.16.029. The remaining amount payable to the paying agent will only be released in favour of the paying agent when the bank guarantee has been reconstituted (unless the team is no longer registered as a UCI-registered team).~~
4. ~~In the event that all or part of the funds are to be released to the creditor in accordance with article 2.16.027, the UCI shall deduct any unpaid fees, expenses, indemnities, fines, penalties, or charges imposed by or in accordance with UCI regulations, or related to their application, which are due by such creditor to the UCI, from the amount payable to the creditor. In case of ongoing proceeding involving the creditor and which may result in payments being due to the UCI – including but not limited to fines, fees, costs, etc. - the UCI may withhold the payment of amounts due to the creditor until the issuance of a final decision that allows to definitively establish the amount to be paid to the creditor, if any.~~

5. In case of payment by the UCI of a seized amount from a bank guarantee, all bank fees are exclusively at the expense of the beneficiary.

*(text modified on 17.06.2024)*

- 2.16.027 bis** Any creditor having called-up the bank guarantee shall keep the UCI informed of all follow-up action and proceedings initiated before the competent decision-making body. If the creditor fails to provide the UCI with information regarding the status of proceedings before the competent decision-making body during a period of three years as from blocking of the funds by the UCI or as from the last notification from the creditor, the UCI shall release the funds in favour of the paying agent in accordance with article 2.16.027 paragraph 3. ~~after having deducted any amounts due to the UCI in accordance with article 2.16.027 and article 2.16.029, if applicable.~~

In the event that at the time of release of the funds, the paying agent has undergone dissolution or the UCI is not reasonably capable of returning the funds to paying agent, the UCI may use the funds for projects related to the development of cycling, after consulting the UCI Road Commission.

*(text modified on 17.06.2024)*

- 2.16.030** Upon distribution of funds obtained from the bank guarantee, the UCI ProTeam shall automatically be suspended if the guarantee is not fully reconstituted within one month of the request from the UCI to do so. ~~The UCI can despatch notice to a team in case the guarantee is called up. A UCI ProTeam whose guarantee is drawn upon shall be automatically suspended if the guarantee is not made up to its full amount within one month after the UCI's despatch of notice.~~

*(text modified on 17.06.2024)*

- 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.~~ The application must be made in writing to the UCI Legal, Compliance & Integrity department (legal@uci.ch) or by using the online form "Bank Guarantee Claim" available on the UCI website, along with the documentary evidence which is relevant for the claim. ~~In its absence the UCI may disregard the application. Failing this, the UCI shall not be obliged to call up the guarantee.~~

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.

*(text modified on 17.06.2024)*

**Bank guarantee model**

~~2.16.054 (To be issued by swift to: UBSWCHZH12A — by swift MT760)~~

~~Guarantee type: Performance bond~~

~~Guarantor: **[INSERT NAME & ADDRESS OF THE PAYING AGENT BANK]**  
("GUARANTOR")~~

~~Applicant: **[INSERT NAME & ADDRESS OF THE PAYING AGENT]**  
("APPLICANT")~~

~~Beneficiary: UNION CYCLISTE INTERNATIONALE, ALLÉE FERDI KÜBLER  
12, 1860 AIGLE, SWITZERLAND ("BENEFICIARY")~~

~~Underlying relationship: The APPLICANT's obligation in respect of the cycling regulations of the UNION CYCLISTE INTERNATIONALE for the purpose of guaranteeing, within the limits set in those regulations, the payment of sums due by the UCI WorldTeam / UCI ProTeam **[INSERT NAME OF THE TEAM]** (paying agent: **[INSERT NAME OF THE PAYING AGENT]**) to riders and other creditors covered by said 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.~~

~~Guarantee amount and currency: **[INSERT AMOUNT & CURRENCY]** (in words: **[INSERT AMOUNT & CURRENCY]**) ("GUARANTEE AMOUNT")~~

~~Form of Presentation ("FORM OF PRESENTATION"): Paper form or transmitted in full by authenticated swift through one of the GUARANTOR's correspondent banks.~~

~~For the purpose of identification the BENEFICIARY's demand and supporting statement must bear or be accompanied by a signed confirmation of one of the GUARANTOR's correspondent banks stating that the latter has verified the BENEFICIARY's signature(s) appearing thereon. In case of a swift transmission through one of the GUARANTOR's correspondent banks, the latter has to confirm having verified the BENEFICIARY's signature(s) appearing on the demand and supporting statement.~~

~~In case that at the time of a demand under this guarantee, there is a client relationship between BENEFICIARY and a branch of the GUARANTOR in **(INSERT COUNTRY OF GUARANTOR)** with a valid list of authorized signatures regarding the persons signing for the BENEFICIARY, the verification of signature(s) by a third bank is not required. In such case, BENEFICIARY's demand and supporting statement must be presented to the GUARANTOR duly signed in paper form (swift excluded).~~

~~Place for presentation: GUARANTOR's address as stated above or swift **[INSERT GUARANTOR'S SWIFT ADDRESS]**, respectively ("PLACE FOR PRESENTATION")~~

~~Expiry: **[INSERT EXPIRY DATE]** ("EXPIRY")~~



~~As GUARANTOR, we hereby irrevocably undertake to pay the BENEFICIARY any amount up to the GUARANTEE AMOUNT upon presentation of the BENEFICIARY's complying demand, in the FORM OF PRESENTATION indicated above, supported by the BENEFICIARY's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, indicating that the amount claimed is demanded according to the cycling regulations of the UNION CYCLISTE INTERNATIONALE.~~

~~Any demand under this guarantee must be received by us on or before EXPIRY at the PLACE FOR PRESENTATION indicated above.~~

~~This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICG Publication No. 758, the supporting statement under article 15 a. being expressly excluded.~~

~~(text modified on 1.01.02; 1.01.03; 1.01.04; 1.01.05; 1.01.06; 1.06.06; 1.05.17).~~

~~(article abrogated on 17.06.2024)~~

**2.16.052 Standard contract between a rider and a UCI ProTeam**  
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 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 ..... UCI ProTeam and under the direction of Mr (name of the manager or sports director), he intends to take part during the term of the present contract, in cycling road races governed by the regulations of the UNION CYCLISTE INTERNATIONALE;
- the Rider wishes to join the team (name of the 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 CPA and AIGCP and approved by the Professional Cycling Council.

It is thus agreed as follows:

**ARTICLE 1 - Engagement**

The Employer hereby engages the Rider, who accepts the position, as a road rider.

Participation by the Rider in events in other disciplines shall be decided by the parties case by case.

The engagement shall be subject to the registration of the team as a 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 30 September preceding the termination of the contract of his intentions as to the renewal of the contract. A copy of this notification shall be sent to CPA.

**ARTICLE 3 - Remuneration**

1. The Rider shall have the right to gross annual salary of ....

This salary may not be less than the higher of the two following amounts:

- A. the legal minimum wage of the country of the nationality of the UCI ProTeam as defined under article 2.16.007;
  - B. The minimum wage as per the Joint Agreements.
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 UCI ProTeam or UCI WorldTeam for the first part of the year in question may be deducted as long as the pay for the duration of the present contract is no lower than the minimum determined under the previous point.

**ARTICLE 4 - Payment of the remuneration**

1. The Employer shall pay the salary determined under article 3 in 12 equal monthly payments on or before the 5<sup>th</sup> day of the following 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 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) ...

*(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 UCI ProTeam (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 UCI ProTeam) has already entered that race.
4. The parties undertake to respect the riders' health protection programme.
5. The employer will reimburse the rider all reasonable travel fees incurred in connection with his work.

In the event of selection for a national team, the Employer shall be required to permit the Rider to participate in such races and preparatory programmes as may be determined by the National Federation. The Employer shall authorise the National Federation to give the Rider any instructions it may deem necessary in connection with and for the duration of the selection provided that it does so solely in connection with sporting matters, in its own name and on its own behalf.

In none of the aforementioned cases shall the contract be suspended.

#### **ARTICLE 6 BIS – Medical Data**

Pursuant to article 13.3.015 of the UCI Regulations, the Rider hereby expressly consents to the processing of any medical data by the team doctor, the UCI and the potential service provider appointed by the UCI to carry out the tests (altogether referred to as the Medical Data Processors), This processing is subject to medical confidentiality and complies with the provisions on the

confidentiality of medical data outlined in Part 13 of the UCI Cycling Regulations and applicable data protection laws and regulations..

This medical data is collected and processed in accordance with the objectives and purpose set out in the "Programme of obligatory tests for UCI medical monitoring". The Rider understands that, under this provision, only medical data pertinent to the Rider's health and necessary for the purpose of the "Programme of obligatory tests for UCI medical monitoring" – the objective of which is to safeguard the health and safety of riders - will be collected and processed.

The Rider further acknowledges that any disclosure of medical data to persons other than those designated as Medical Data Processors shall be limited to those individuals with a legitimate need to know for medical purposes, in the interests of the Rider and his health and always with equivalent confidentiality as when processed by the Medical Data Processors.

The Rider retains the right to access his medical data as provided by applicable laws and regulations. In the event the Rider has any queries about his medical data the team doctor can be contacted at the following address: \_\_\_\_\_ (email address of the team doctor) and the UCI (also for any queries regarding medical data processed by its provider service) at the following address: [data.protection@uci.ch](mailto:data.protection@uci.ch).

This consent shall remain valid for the duration of the Rider's employment with the UCI ProTeam and for any necessary period thereafter as required by law or legitimate purposes related to the Rider's health and safety.

#### **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.

In the event the Rider has signed a contract with another team for the subsequent season, the Rider may, after the end of the last UCI WorldTour event of the season, take part in official presentation, training camp(s) and other non-promotional events as well as use equipment (example: bike, cycling outfit...) provided by his team for the next season, if any, provided that such equipment is white-labelled.

The Rider shall inform the Employer of any such activity and/or use of equipment beforehand and the latter shall not be requested to bear any costs related thereto.

For the sake of clarity, any and all image rights granted to the Employer by the Rider shall remain in force until expiry of the present contract

The Rider and Teams concerned may agree on further measures applicable between the last UCI WorldTour event of the season and expiry of the present contract through specific agreements.

#### **ARTICLE 8 - Termination of the contract**

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

1. The Rider may terminate the present contract, without notice or liability:

- A. if the Employer is declared bankrupt or insolvent or goes into liquidation.
  - B. if the name of the UCI ProTeam or its principal partners is changed during the course of the calendar year without the approval provided for in article 2.16.018 of the UCI cycling regulations.
  - C. if the Employer or a principal partner withdraws from the UCI ProTeam and the continuity of the UCI ProTeam is not guaranteed or else if the UCI ProTeam announces its dissolution, the winding up of its activities or its inability to meet its commitments; should the announcement be made for a given date, the Rider shall continue to perform the contract until that date.
  - D. in the event of serious misconduct on the part of the Employer. Serious misconduct is considered to include a failure to permit the Rider, despite his repeated requests, to participate in competitions over a continuous period in excess of 6 weeks or over four discontinuous periods of 7 days each, during which periods at least 1 one-day race on the international calendar took place. Where relevant, the Employer shall be required to prove that the Rider was not in a condition to take part in a race.
  - E. if on 15 October of the year preceding the registration year covered by the present contract, the UCI ProTeam has not submitted registration documents containing the required documents set out in Article 2.16.014bis, this right of termination lapses on the registration of the team in the first or second division.
2. The Employer may terminate the present contract, without notice or liability, in the event of serious misconduct on the part of the Rider or of the suspension of the Rider under the terms of the UCI regulations for the remaining duration of the present contract.

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

Refusal to ride cycle races, despite being repeatedly called on to do so by the Employer, is, inter alia, considered as serious misconduct.

If need be, the Rider shall have to prove that he was in no state to compete in a race.

Notwithstanding article 6 point 3 of the Joint Agreement, the employer may terminate the contract with a rider with the status of new professional on 31 December of the first year of that contract if the UCI ProTeam is unable to continue operation for the following season. In this instance, the employer must give at least three months' notice.

In the event that the employer is subsequently able to continue operating after having made use of the above right of termination, it

shall offer a contract of a duration of one year to the rider, with the same conditions as the contract terminated early.

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

**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 UCI ProTeam, 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 without prejudice to the compulsory jurisdiction of ordinary courts, 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 UCI ProTeam according to the sense of articles 2.16.037, 2<sup>nd</sup> paragraph, and 2.16.040, 3<sup>rd</sup> paragraph, of the UCI cycling regulations.

Done at ..... on .....

In 3 original copies

The Rider	For the UCI ProTeam	Rider's agent
	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 UCI ProTeam:

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 UCI ProTeam

Rider's agent

The paying agent [name of signatory]

*(text modified on 20.10.05; 1.06.06; 1.07.09; 1.07.10; 1.04.11; 1.07.11 1.07.12; 1.01.15; 1.01.18; 1.07.19; 10.06.21 ; 15.06.24).*

### **Transfers and registration**

**2.16.041a** Two registration periods exist for the registration of riders with UCI ProTeams.

The first registration period extends from 1 to 15 August and applies for registrations with immediate effect during the season.

The second registration period extends from 15 October to 31 December and applies for the registration of riders as from 1 January of the following year.

The registration periods apply for any rider registration with a UCI ProTeam, whether the rider was registered with another team or not at the time of the envisaged registration.

The provisions in this section (2.16.041a to 2.16.046) apply both to teams which have UCI ProTeam status and and who wish to register as UCI ProTeams.

*(text modified on 1.01.15; 17.06.24)*

**2.16.041b** A UCI ProTeam may register a rider outside of the registration periods of article 2.16.041a if the rider has no contract with a UCI-registered team or if the rider's contract expired or was terminated by mutual consent prior to the end of the last registration period.

*(text introduced on 17.06.24)*

**2.16.042** Unless ordered otherwise by a competent authority, and without prejudice to potential consequences according to article 2.16.044a and 2.16.044b, the UCI will allow the registration of a rider by a UCI ProTeam during the registration periods stated in article 2.16.041a when the rider's contract with another UCI-registered team has been unilaterally terminated by either the rider or the UCI-registered team.

When the unilateral termination is notified by the rider, the registration shall only take place upon request to the UCI and authorisation by the President of the UCI Arbitral Board.

The President of the UCI Arbitral board should withhold the authorisation only if a prima facie analysis shows that the termination was clearly unlawful. In any case where the rider's remuneration with the UCI ProTeam – including any relevant remuneration, whether fixed, variable, deferred etc. – does not exceed the remuneration under the terminated contract, the termination shall not be considered as being clearly unlawful on the basis of a prima facie examination.

The President of the UCI Arbitral Board can also make the authorisation conditional on the increase of the UCI ProTeam's bank guarantee for an amount corresponding to half of the residual remuneration under the terminated contract. Such amount shall be released from the bank guarantee by the UCI upon the competent authority rendering a final decision finding the unilateral termination lawful and called-up by the UCI for payment to the former team in case the decision finds the termination unlawful. The amount may also be called-up by the UCI and blocked on a dedicated account in case the bank guarantee is due to expire – such as but not limited to cases where the team ceases its activities - before the issuance of the aforementioned final decision. The amount shall, in any case, not be used for any other purpose prior to issuance of the final decision based on which the UCI may either release the funds to the rider's new team or seize the funds for distribution to the former team.

*(text modified on 1.07.10; 1.07.11; 1.01.15; 17.06.24)*

**2.16.043**

In any case where a rider is already contracted with another UCI-registered team, registration with a UCI ProTeam in accordance with articles 2.16.041a and 2.16.041b shall only be completed upon receipt by the UCI of proof of termination of the relevant contract, if any. Such proof may be the transfer agreement between the two teams concerned and the rider, the mutual termination agreement between the team and the rider or the unilateral termination notice by the team or the rider.

*(text modified on 1.07.11; 1.01.15; 17.06.24)*

**2.16.044a**

Should a UCI ProTeam wish to engage a rider under contract with a UCI registered team such that the new contract would enter into force prior to the end date of the rider's current contract, the UCI ProTeam shall inform the rider's current team of such intention before entering into discussions related to the envisaged contract with the rider. In this situation, prior to entering into a binding contract (according to applicable law) with the rider, the UCI ProTeam shall enter into a transfer agreement with the rider and his current team.

In case a UCI ProTeam enters into a contract with a rider already contracted by another UCI-registered team and the termination by the rider of his previous contract is found to be unlawful by the competent authority, the following consequences shall apply:

- f) The rider and the UCI ProTeam shall be jointly and severally liable for the payment of compensation to the rider's previous team for an amount corresponding to the residual remuneration under the contract with the



previous team. The amount shall not be less than six months' salary. The amount shall be reduced by the amount paid by the rider or the UCI ProTeam to the rider's previous team according to the decision of the competent authority, if any, and by the additional amount paid onto the bank guarantee under article 2.16.042, if any;

- g) The UCI ProTeam shall be subject to a fine corresponding to three months' salary of the rider with the UCI ProTeam;
- h) The UCI ProTeam shall be subject to a ban from registering new riders for a period of 12 months;
- i) The rider shall be subject to a period of suspension of three months;
- j) The rider's agent involved shall be subject to a fine corresponding to one month salary of the rider with the UCI ProTeam and a suspension of one month.

Any consequence under let. c) and d) of this article shall apply from the UCI being informed of the first enforceable decision holding that the contract was unlawfully terminated by the rider. In case such information is notified to the UCI between 1 August and 31 December, the ban on registering riders under let c) shall apply from 1 January of the following year. The effective period of suspensions under let d) shall be set by the UCI in accordance with article 12.3.020.

Monetary fines and compensation under let. a), b) and e) of this article shall apply when such decision has become final.

During a registration ban pursuant to let. c) above, the UCI ProTeam shall:

- not be entitled to register riders who are out of contract as set out in article 2.16.041b;
- be entitled to register riders from its development team with the same paying agent up to the minimum number of riders required by article 2.16.032, on condition that the riders were already registered with the development team before notification of the registration ban;
- be entitled to register neo-professional riders up to the minimum number of riders required by article 2.16.032 if it does not have a development team with the same paying agent.

Any sanctions on the UCI ProTeam – let. a), b) and c) – shall not be applied in case the UCI ProTeam can establish that it had no means of knowing that the rider had entered into an agreement and obtained a written and contemporary written confirmation from the rider or the rider's agent stating that the rider had never entered into an agreement, in any form, with another team for the relevant period.

*(article introduced on 17.06.24)*

- 2.16.044b** UCI ProTeams are not restricted from entering into discussions with riders on a potential agreement which would enter into force after expiry of the rider's current contract.
- 2.16.044c** Riders and their agents are responsible for informing the UCI ProTeam wishing to enter into discussions on a potential contract about the rider's contractual status and, in particular, whether an agreement, in any form, has been entered into in the meantime with another team.

Any incorrect or misleading information provided by a rider or their agent to the UCI ProTeam on whether the rider is bound by another contract, in any form, for the relevant period shall be sanctioned with a fine corresponding to two months' salary and a suspension of three months for the rider and a fine corresponding to three months' salary of the rider and a suspension of two months for the agent.

In case an infringement to this article is committed in the context of an agreement entered into with a new UCI ProTeam which also constitutes a breach of article 2.16.044a, the sanctions laid down in article 2.16.044a and 2.16.044c shall apply cumulatively. In addition, the rider's agent shall be jointly and severally liable for the compensation due to the rider's previous team pursuant to article 2.16.044a let. a).

*(article introduced on 17.06.24)*

**2.16.045**

UCI ProTeams and riders shall have the obligation to inform the UCI of any binding agreement — (according to applicable law) – they enter into within 10 days. If a rider is represented by a riders' agent, the obligation shall be incumbent on the latter.

In addition, upon entering into a binding agreement (according to applicable law), UCI ProTeams and riders will have to sign the formal agreement pursuant to article 2.16.036 et seq. of UCI Regulations and submit it to the auditor appointed by the UCI within a deadline of 30 days.

In case of failure to comply with the obligations under this article, a fee of CHF 200 per day of delay shall be due by the UCI ProTeam. In addition, fines may be imposed as follows: CHF 2,000 to 10,000 for the rider or riders' agent and CHF 5,000 to 20,000 for the UCI Women's WorldTeam.

*(text modified on 1.01.15; 17.06.24)*

**2.16.046**

The UCI shall maintain a publication on a platform accessible to UCI-registered teams and riders' agents which includes the following information :

- the duration of rider contracts ;
- the names of the riders' agent representing a rider.

This publication will distinguish information which is ascertained on the basis of rider contracts submitted to the auditor appointed by the UCI from information which has been reported to the UCI in accordance with article 2.16.045 paragraph 1.

*(text modified on 01.01.09; 1.07.10; 24.09.14; 1.01.15; 17.06.24).*