

## PART II – ROAD RACES

### Rules amendments applying on **01.11.2022**

Update on *01.10.2021*

## Chapter XIII UCI WOMEN'S WORLDTOUR

### § 6 UCI Women's WorldTeams

#### Riders

**2.13.166** ~~For the 2020 and 2021 seasons, the number of riders in each UCI Women's WorldTeam may not be fewer than 9. From the 2022 season onwards,~~ The number of riders in each UCI Women's WorldTeam may not be fewer than 10.

~~For the 2020 and 2021 seasons, the maximum number of riders per UCI Women's WorldTeam is restricted to 16. From the 2022 season onwards, the maximum number of riders per UCI Women's WorldTeam is restricted to 20.~~

The maximum number of riders per UCI Women's WorldTeam which may be registered with the UCI is restricted according to the number of new professional riders under contract (as per article 2.13.166 bis), in the following manner:

Minimum number of new professional riders under contract to the UCI Women's WorldTeam	Maximum number of riders registered with the UCI
0	20
1	21
2	22

The riders taken into account must be contracted on a full-time basis and for the whole registration year.

Without prejudice to article 2.13.168, only elite and under 23 riders may be members of UCI Women's WorldTeams.

*(text modified on 1.11.22).*

#### Status of new professional rider

#### **2.13.166 bis**

1. The status of new professional rider is given to any rider who joins a UCI Women's WorldTeam for the first time no later than during his twenty-third year.

For the application of this article the date of joining shall be the date on which the rider's contract comes into force. The age of the rider is determined by the difference between the year of his hiring and the year of his birth.

2. The status of new professional ends if:
  - A. the contract comes into force before 1 July: on 31 December of the subsequent registration year;
  - B. the contract comes into force after 30 June: on 31 December of the second subsequent registration year.

During this period the rider shall retain the status of new professional even if:

- A. The rider reaches the age of 24 during this period;
  - B. The contract is terminated early and the rider changes team.
3. If, at the time that the new professional's contract comes into force, the remaining term of the contract between the paying agent and the principle partner or contracts between the paying agent and the three principal partners is less than the duration of the contract as determined under the first paragraph of point 2 above but equal to at least one year, the duration of the new professional's contract may be limited to the remaining duration of the contract with the principal partner or the longer of the contracts with the three principal partners.

If, on expiry of the contract between the paying agent and the principal partner or the contracts between the paying agent and the three principal partners, the team continues its activities or the paying agent continues its activities in another team, he must reemploy the rider at that rider's request for at least one year and under conditions which may not be less favourable to the rider.

*(article introduced on 1.11.22).*

### **Trainees**

**2.13.168** In addition, in the period between 1st August\* and 31st December, each UCI Women's WorldTeam may register two trainees, who may be of elite, under 23 or junior category (second year only), on the following conditions:

1. in the case of an elite or under-23 rider, they shall not previously have belonged to any UCI Women's WorldTeam;
2. the UCI Women's WorldTeam shall notify the UCI of the rider's identity before 1st August;
3. the UCI Women's WorldTeam shall obtain the authorisation of the National Federation of the rider's nationality and, if applicable, the authorisation of the National Federation of the team with which the rider is registered; ;
4. the UCI Women's WorldTeam shall obtain the authorisation of the parents or legal representative if the rider is a minor;
5. a rider may join only one UCI Women's WorldTeam during this period;
6. the rider may not take part in UCI Women's WorldTour events;
7. the rider in question may continue to take part in events with their club team or National Federation and, if appropriate, their UCI women's continental team;
8. the rider will be paid on the basis of a flat-rate payment for each race day or day of participation in an event with the UCI Women's WorldTeam. The amount of the flat-rate payment will correspond to at least 50% of the amount of the minimum salary (calculated on a daily pro-rata of the minimum salary of article 2.13.177). The payment will be made to the team which will pay the rider, after deducting sums for which they are contractually responsible towards the rider. **(calculated on a pro rata daily basis of the minimum salary for new-professional rider as defined in article 2.13.177).** The payment will be made to the team which

will pay the rider, after deducting sums for which they are contractually responsible towards the rider.

*\* Upon justification of the participation in a stage race starting in July and ending in August, the registration of these riders may occur in July no earlier than the day before the first race day of the aforesaid event.*

In all other respects, the relationship between the rider and the UCI Women's WorldTeam shall be mutually agreed between the parties.

*(text modified on 11.02.20; 1.11.22).*

### **Minimum salary**

**2.13.177** The riders of the UCI Women's WorldTeams are entitled to a fixed minimum salary, of which the annual gross amount is fixed as follows for the years ~~2020–2022~~ 2023 to 2025:

	Employee	Self-employed (164%)
<del>2021 Season</del>	<del>15'000€</del>	<del>24'600€</del>
<del>2022 Season</del>	<del>20'000€</del>	<del>32'800€</del>
<del>2023 Season</del>	<del>27'500€</del>	<del>45'100€</del>

	Employee		Self-employed (164%)	
	New Professional	Other	New Professional	Other
2023 Season	26'849€	32'102€	44'032€	52'647€
2024 Season	29'270€	35'000€	47'986€	57'400€
2025 Season	31'768€	38'000€	52'100€	62'320€

The salary for the following years will be covered in an amendment to these regulations.

~~From the 2023 season onwards, the minimum salary will correspond to the minimum salary defined for the UCI ProTeams.~~

*(text modified on 1.11.22).*

### **Standard contract between a rider and a UCI Women's WorldTeam**

**2.13.180** 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, 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 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; 1.11.22).*