

Chapter XVII UCI CONTINENTAL TEAMS

(chapter replaced on 1.01.09).

§ 1 General Conditions

Identity

- 2.17.001** A UCI continental team or UCI women's continental team is a team of road riders recognised and certified by the National Federation of the nationality of the majority of its riders to take part in road events on the international calendars, within the constraints imposed by article 2.1.005, and registered with the UCI.

UCI continental teams shall use the UCI continental team logo in accordance with the graphic charter provided by the UCI and shall respect the conditions and restrictions on the use of the logo and brand as defined by the UCI.

It is composed by the group of riders registered with the UCI as part of the team, the team representative, the sponsors and all other persons contracted by the team representative and/or team sponsor to facilitate the team's activities (manager, sports director, coach, etc.).

A UCI Continental team or UCI women's continental team is registered for one year, i.e. from 1st January to 31 December of the same year (registration year).

(text modified on 1.07.10; 1.05.17; 1.01.20).

- 2.17.002** The principal partner(s) and the team representative must be committed to the UCI Continental team or UCI women's continental team for a full season of the relevant calendar.

Team name

- 2.17.003** The name of the UCI Continental team or UCI women's continental team must be that of the company or brand of the main partner(s) (up to three), or any other denomination connected to the UCI Continental team or UCI women's continental team project.

The UCI may reject any name that causes harm to the reputation and/or image of cycling or the UCI.

(text modified on 1.07.12; 1.05.17).

- 2.17.004** A UCI Continental team or UCI women's continental team will comprise riders who may or may not be professional, in the elite and/or under 23 categories. It must have minimum 10 riders for UCI continental teams, 8 for UCI women's continental teams and a maximum of 16 riders for both categories.

However, a UCI continental team shall also have the right to add up to 4 riders specialising in other endurance cycling disciplines (cyclo-cross; mountain bike: cross country; track: points race, scratch, pursuit, omnium) as long as the riders in question are among the top 150 of the last final UCI individual classification.

A UCI women's continental team may also add 4 riders specialising in one of the disciplines listed in the preceding paragraph, as long as the riders in question are among the top 150 of the final UCI individual classification for that discipline.

(text modified on 1.07.09; 1.07.12; 1.01.17; 1.07.18; 1.01.20).

2.17.005 In the context of a specific policy for development of cycling, the UCI may create a UCI continental team and/or a UCI women's continental team, in priority, with riders from emerging cycling countries, through the UCI World Cycling Centre.

Due to its international purpose and for fairness between nations, such team shall be considered as neither having a nationality nor national federation of reference and shall register at events under flag of the UCI World Cycling Centre.

(article introduced on 22.10.18).

2.17.006 The nationality of a UCI continental team or UCI women's continental team is determined by the nationality of the majority of its riders.

Special provision for UCI continental teams only

However, the UCI may grant a dispensation to the above provision to a national federation which intend to register a UCI continental team of its nationality without the majority of the riders being of the nationality of the national federation; this dispensation will be subject to the following conditions:

- The country does not have enough professional riders to constitute a UCI continental team;
- At least one rider from the team will be of the nationality of the country of the national federation that wish to register the team with the UCI;
- The Continental Confederation must confirm to the UCI that it supports the dispensation;
- The national federation cannot register more than one UCI continental team with the UCI.

(text modified on 1.01.20).

Transfer period

2.17.007 During the season, no rider already registered with a UCI road team for the current season may join a UCI Continental team or UCI women's continental team outside the period from 1 June to 15 July.

However, a rider who is registered with a UCI road team and is considered a cyclo-cross specialist will have the right to transfer to a UCI continental team or UCI women's continental team during the period from 15 March to 15 April.

To transfer to a UCI continental team, a rider is considered as specialist if he is ranked in the top 150 of the final cyclo-cross UCI individual classification.

To transfer to a UCI women's continental team, a rider is considered as a specialist if she is ranked in the top 150 of the final UCI cyclo-cross classification.

(text modified on 1.08.13; 1.01.18; 1.01.20).

Trainees

2.17.008 In the period between 1 August* and 31 December, each UCI Continental team or UCI women's continental team may engage two trainees on the following conditions:

- The rider is from the under 23 category (for UCI continental teams only);
- The rider is from the under 23 category or is in the second year of junior category (for UCI women's continental teams only);
- The rider may not previously have ridden for a UCI road team;
- The UCI team shall obtain the authorisation of the parents or legal representative if the rider is a minor;
- The rider may not take part in UCI Women's WorldTour events (for UCI women's continental teams only);
- The UCI Continental team or UCI women's continental team must notify the UCI of the identity of the riders before 1 August;
- Such riders shall obtain the authorisation of their National Federations and may be associated with only one UCI team during this period;
- Upon authorisation of his new team, a trainee rider may continue to participate in events of his club team.

** 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 race.*

(text modified on 1.01.18; 1.01.20).

Legal and financial status

2.17.009 The National Federation can choose whether the UCI Continental team or UCI women's continental team which it registers are to be given professional status. The National Federation shall however be free to accept professional riders in a non-professional continental team or UCI women's continental team.

2.17.010 The team representative shall represent the team for all purposes relating to the UCI regulations. His registered office/main residence must be in the same country where is registered the team.

The team representative may be a person with the power to hire staff. He shall sign the contracts with the team's riders and other employees.

(text modified on 1.07.09).

2.17.011 Any person, company, foundation, association or other entity that becomes the team representative or principal partner of a UCI Continental team or UCI women's continental team for the first time shall no later than the date of the application for the registration of that UCI Continental team or UCI women's continental team submit the following to the National Federation:

- For individuals: proof of residence;
- For incorporated bodies and other organisations:
 - Constitution or articles of association;
 - Proof of an entry on the business register or the register of companies or associations, or any other official document demonstrating the legal existence of the organisation;
 - List of officers or directors with their full names, occupations and addresses;
 - Annual accounts (balance sheet and profit and loss account for the last financial year in the current legal form.

Furthermore, the team representative and the principal partners must inform the National Federation without delay of any of the following: a change of domicile or registered offices, reduction in capital, change of legal form or identity (merger, takeover), request for or implementation of any agreement or any measure concerning all creditors.

§ 2 Requirements imposed on the team by the National Federation

Registration with the National Federation

2.17.012 The application for the status of UCI continental team or UCI women's continental team must be made to the National Federation of the nationality of the majority of the riders of the team (the responsible National Federation) in accordance with the procedures set out below (registration).

In case of a UCI continental team or UCI women's continental team created through the UCI World Cycling Centre in accordance with article 2.17.005, the application shall be made with the UCI which shall ensure compliance with provisions of the regulations relating to the team's registration.

(text modified on 22.10.18).

2.17.013 Each National Federation may register a maximum of 15 UCI continental teams each year. Each National Federation must be clearly independent of the team(s) that it registers.

(text modified on 1.07.12).

2.17.014 The National Federations may set the deadlines for the procedure as set out in the registration manual as they wish, as long as the deadlines for registration with the UCI are respected.

The conditions set out in this paragraph are minimum conditions. National Federations are permitted to set stricter conditions.

2.17.015 The team must submit the following to the National Federation:

1. Original copies of the contracts signed with the riders;
2. Original copies of the contracts signed with other team staff;
3. An original copy of a bank guarantee, as described in article 2.17.017 et seq.;
4. A detailed budget following the model set out in the manual for the registration of continental and UCI women's continental teams;
5. Proof that the insurance cover required under article 2.17.031 has been taken out for all the riders in the team;
6. A copy of the sponsorship contract or, if no such contract exists, documentary evidence of the team's income.

2.17.016 The National Federation shall register the team only if it considers that the documentation submitted meets all the conditions above and that its budget is adequate for such a team.

Bank guarantee

2.17.017 For each registration year, a UCI women's or UCI continental team or any team applying for this status must set up an unconditional bank guarantee (comprehensive guarantee) in favour of its National Federation, using the model set out in article. 2.17.029.

2.17.018 The purpose of that guarantee shall be:

1. to defray debts incurred for the year of registration, in accordance with the procedure set out below, incurred by the sponsors and the team representative to firstly the riders and secondly any other person contracted for the operation of the UCI Continental team or UCI women's continental team and to cover the payment of any fines imposed as a result of the application of the UCI regulations;
2. to defray the payment of expenses, indemnities, fines and sanctions or sentences imposed under or as a result of the application of the regulations of the UCI or the responsible National Federation or associated with their application.

For the application of provisions regarding the bank guarantee companies through whom the licence-holders concerned carry out their activity for the operation of the UCI Continental team or UCI women's continental team shall be considered as members of that UCI Continental team or UCI women's continental team.

(text modified on 1.05.17)

2.17.019 The minimum total amount of the bank guarantee shall be the higher of:

- 15% of the total pay due to the riders and other staff (whether employees or self-employed);
- a minimum sum of EUR 20,000 (twenty thousand euros) – to be indexed by country in accordance with the UCI table.

2.17.020 If the amount of the guarantee under article 2.17.017 is less than the total amount required under article 2.17.019, an additional guarantee must be set up and submitted to the National Federation before the UCI Continental team or UCI women's continental team or team applying for this status is registered.

2.17.021 If the total contractual benefits increase following the arrangement of the guarantee, the total sum of the bank guarantee must be increased proportionately. UCI Continental team or UCI women's continental teams must immediately notify the National Federation of this increase, specifying the amount and the reasons.

They must also submit the documents relating to the increase forthwith, including the additional bank guarantee.

2.17.022 For the first registration year, the guarantee shall be valid from 1 January of the first registration year until 31 March of the following year. From the second registration year, and for the following years, the bank guarantee may stipulate that it may be called upon at the latest as of 1st April of the registration year, including for the sums due in January, February and March. In any case, the bank guarantee shall be valid until 31 March after the registration year covered by the guarantee.

(text modified on 1.07.10; 1.01.17).

Calling up the bank guarantee

2.17.023 The National Federation shall call up the bank guarantee in favour of the creditor specified in article 2.17.018 except where there are clearly no grounds for the claim. The UCI Continental team or UCI women's continental team shall be notified of the creditor's claim and the call on the guarantee.

The National Federation may set an appropriate indemnity for any call on the guarantee.

2.17.024 The actual payment to the creditor shall not take place until one month after the calling up of the guarantee. If, in the interim, the UCI continental team raises a reasonably justifiable objection to the payment of the money to the creditor, the National Federation 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 legal decision.

2.17.025 If the creditor has not introduced his claim against the team representative 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 team representative may apply to the National Federation 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 National Federation or to submit proof 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.

Failing this the team representative may apply to the National Federation to have the blocked funds released 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 National Federation or to submit proof of such proceedings within the following fifteen days.

2.17.025 bis Any creditor having called-up the bank guarantee shall keep the National Federation informed of all follow-up action and proceedings initiated before the competent decision-making body. If the creditor fails to provide the National Federation 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 National Federation or as from the last notification from the creditor, the UCI shall release the funds in favour of the team representative after having deducted any amounts due to the UCI or the National Federation in accordance with article 2.17.023 to 2.17.026.

(article introduced on 1.01.18).

2.17.026 If the debt submitted exceeds a sum equal to 15 percent of the annual contractual benefits, only a total amount corresponding to 15 percent of the annual contractual benefits shall be paid out in the first instance, provided that the conditions of payment are fulfilled. The acknowledged balance of the debt may be paid from the global guarantee on condition that the latter would not be exhausted at the end of its period of validity. In the event that there are several creditors, the available balance of the guarantee will be allocated proportionally between them.

(text modified on 1.07.09).

2.17.027 A UCI Continental team or UCI women's continental team whose guarantee is drawn upon shall be automatically suspended if the guarantee is not made up to its full amount within one month.

2.17.027 bis Whenever a competent authority pronounces the opening of liquidation or bankruptcy proceedings against the team representative, the National Federation may release the bank guarantee in favour of the liquidation or bankruptcy administration, upon request from the competent authority.

(article introduced on 1.01.18).

2.17.028 The creditor must submit his application to the National Federation for the guarantee to be called up by 30 days before its expiry date at the latest. Documentary evidence must be provided with the application.

Failing this the National Federation is not obliged to call up the guarantee.

Model bank guarantee

2.17.029 The present bank guarantee is issued under the terms of Article 2.17.017 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 Continental team or UCI women's continental team [name] (team representative: [name of team representative]) to riders and other creditors covered in article 2.17.018 of those Regulations as well as the payment of expenses, indemnities, fines and sanctions or sentences imposed under or by consequence of the regulations of the UCI.

The amount of the present Guarantee is limited to [currency] X].

The bank,

- Exact name;
- Full address to which any call on the guarantee can be sent;
- Telephone and fax numbers of the department of the bank which handles the calling up of the guarantee;
- E-mail address.

hereby undertakes, on first demand and within fifteen days of receiving the demand, to pay [the responsible National Federation of the team] any amount in [currency] requested up to a maximum of [currency] X up to the exhaustion of the present guarantee,

The aforementioned payments shall be made on reception of a simple request regardless of any objection raised or exception taken by anyone whomsoever. The request shall require no justification.

The present Guarantee shall remain in effect until [the last day of the third month following the end of the relevant season]

Any call on the present guarantee must be received by the bank no later than [last day of the third month following the end of the relevant season].

Contract

2.17.030 Regardless of the status of the UCI Continental team or UCI women's continental team, professional or otherwise, a rider's membership of a UCI Continental team or UCI women's continental team must be based on the conclusion of a contract in accordance with the procedures set out below, with the exception of trainees under article 2.17.008

The contract must be drawn up, in triplicate, in a language which can be understood by both the rider and the National Federation. If necessary, it must be accompanied by a translation.

The contract must cover the following points:

- Duration: The fixed term contract shall finish at the end of the team's registration, namely on 31 December;
- Insurance: The insurance cover, set out in article 2.17.031 must be guaranteed and specified in detail;
- Wages/Expenses: If a wage is payable, the amount must be stated; otherwise, provision must be made for the repayment of expenses incurred in the course of the activities of the rider for the UCI Continental team or UCI women's continental team;
- Conditions of payment: All payments to the rider must be made by bank transfer to a bank account indicated by the rider for the purpose. It must be stipulated that the proof of execution of the bank transfer is the only acceptable proof of payment;
- Status: The status of the rider (professional or otherwise);
- Termination of the contract.

(text modified on 1.07.10).

Model of contracts

2.17.030 "Standard" contract for remunerated riders

bis Between the undersigned (name and address of the employer) responsible for the UCI Team (name) for whom the principal partners are:

1. (name and address) (where applicable, the employer)
2. (name and address)

Hereinafter "the Team"

ON THE FIRST PART

And:

(name and address of the rider) born in (place of birth) on (date of birth) of (nationality) nationality, holding a licence issued by (name of NF)

Hereinafter "the Rider"

ON THE SECOND PART

Whereas:

- The Team is engaged in setting up a cycling team who, within the UCI Team (name of team) and under the management of (name of manager or sports director), intend to take part, for 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 UCI team (name of team);
- both parties are acquainted with and declare that they will abide wholly by the UCI constitution and regulations, and those of its affiliated National Federations as well as – if applicable – the joint agreements concluded between the (name of national riders' organisation) and the National Federation of (country of registration of the team).

It is thus agreed as follows:

ARTICLE 1 - Engagement

The Team 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 Continental team or UCI women's continental team with the UCI. Should such registration not be obtained, the Rider may terminate the present contract without notice or compensation.

ARTICLE 2 - Duration

The present contract shall be concluded for a fixed period commencing on (start date) and expiring on (end of season). Unless the contract has already been renewed, each party shall notify the other in writing at least two months before 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 National Federation of (country of registration of team).

ARTICLE 3 - Salary

The Rider shall have the right to gross annual pay of (amount in figures and words).

(Suggestion→) This pay may not be less than the following amount:

(Choose one)

- The legal minimum wage of the country of the nationality of the UCI Team;
- The amount set by (name of NF) in its national regulations;
- The minimum wage negotiated by (name of NF) with (e.g. name of riders' union) of the country.

ARTICLE 4 - Payment of the salary

1. The Team shall pay the remuneration determined under article 3 in 12 equal monthly instalments on or before the 5th 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 provided under national legislation.
4. The remuneration, or any other sum due to the Rider from the Team, shall be paid by transfer to the bank account number (number of bank account) 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 Team, in accordance with the regulations of the UCI and its affiliated federations. Furthermore, the Rider shall have the right to the following bonuses:

None

(description of bonus)

(Tick the 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 Team (name of team), save in such cases as are provided for in the regulations of the UCI and its affiliated federations.
2. The Team 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 Team.
The Team 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 a mixed team if (name of team) is already entered for that race.
4. The Parties undertake to respect the riders' health protection programme of the UCI and/or the (name of NF).
In the event of selection for a national team, the Team shall be required to permit the rider to participate in such races and preparatory programmes as may be determined by the National Federation. The Team shall authorise the National Federation to give the Rider any instructions it may deem necessary in connection with and for the duration of the selection provided that it does so solely in connection with sporting matters, in its own name and on its own behalf.

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

ARTICLE 7 - Transfers

On the expiry of the present contract, the Rider shall be entirely free to leave the UCI Team 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 Team 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 Team 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 compensation:
 - A. if the Team is declared bankrupt or insolvent or goes into liquidation;
 - B. if the Team or a principal partner withdraws from the UCI Team and the continuity of the UCI Team is not guaranteed or else if the UCI Team

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;

- C. in the event of serious misconduct on the part of the Team. 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 six weeks or over four discontinuous periods of seven days each, during which periods at least one one-day race on the continental calendar took place. Where relevant, the Team shall be required to prove that the Rider was not in a condition to take part in a race.
2. The Team may terminate the present contract, without notice or liability for compensation, in the event of serious misconduct on the part of the Rider or of the suspension of the Rider under the terms of the UCI regulations for the remaining duration of the present contract. Serious misconduct is considered to include refusal to ride cycle races, despite being repeatedly called on to do so by the Team. If need be, the Rider shall be required to prove that he was in no state to compete in a race.
 3. Either party shall be entitled to terminate the present contract, without notice or liability for compensation, 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 published by (name of NF), the law of the country of registration of the team and/or the constitution and rules of the UCI and/or (name of NF) 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 the rules of the federation that issued the Rider's licence or, failing this, the legislation governing this contract.

ARTICLE 11 - Declaration

The parties declare that, apart from the present contract, no other contract has been concluded regarding the Rider's services for the UCI Team (name of team). The Rider is entitled to ascertain from the National Federation the contract submitted as part of the registration process for the UCI Team.

Done at (place) on (date)

In three original copies

N.B.: Each original contains XXX pages numbered from ... to ...

(Each page of the contract and annexes has been signed by both parties.)

(Signature)

Rider [name of the signatory]

(Signature) and stamp

For the UCI Team [name of the signatory]

The sports director

(article introduced on 1.02.10, 1.01.18; 1.07.19).

2.17.030 “Standard” contract for “non-professional” riders
ter Between the undersigned (name and address of the employer) responsible for the UCI Team (name) for whom the principal partners are:
1. (name and address) (where applicable, the employer)
2. (name and address)
Hereinafter “the Team”
ON THE FIRST PART

And:

(name and address of the rider) born in (place of birth) on (date of birth) of (nationality) nationality, holding a licence issued by (name of NF)
Hereinafter “the Rider”
ON THE SECOND PART

Whereas:

- The Team is engaged in setting up a cycling team who, within the UCI Team (name of team) and under the management of (name of manager or sports director), intend to take part, for 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 UCI team (name of team);
- both parties are acquainted with and declare that they will abide wholly by the UCI constitution and regulations, and those of its affiliated National Federations;

It is thus agreed as follows:

ARTICLE 1 - Engagement

The Team hereby engages the Rider, who accepts the position, as a road specialist in cycling 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 Continental team or UCI women’s continental team with the UCI. Should such registration not be obtained, the Rider may terminate the present contract without notice or compensation.

ARTICLE 2 - Duration

The present contract shall be concluded for a fixed period commencing on (start date) and expiring on (end of season). Unless the contract has already been renewed, each party shall notify the other in writing at least two months before 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 National Federation of (country of registration of team).

ARTICLE 3 - Reimbursement of expenses

The Rider shall not receive any salary or remuneration, but shall be reimbursed according to the scale given below for activities carried out as a member of the team and/or at the request of the team:

(Suggestions, examples →)

- (currency and amount) per kilometre travelled during trips;
- reimbursement of air tickets for trips further than (number) km;
- for the evening before the competition, reimbursement of one 2-star hotel room if the competition site is further than (number) km from the rider’s home;
- on presentation of receipts, reimbursement of all meals taken during trips to a maximum of (currency and amount) per meal;

- on presentation of invoices, reimbursement of minor mechanical expenses (tyres, brake blocks, cables, lubricants, tune-ups, etc.) to a maximum of (currency and amount) per year.

ARTICLE 4 - Reimbursement of expenses

1. The Team shall pay the sums referred to in article 3 on or before the last working day of each month, provided that the Rider's expenses form has been received by the 20th of the month in question;
2. In the event of a failure to make payment of the sums due on their due date, the Rider shall have the right, without notice, to the interest and increases provided under national legislation;
3. Any sum due to the Rider from the Team shall be paid by transfer to the bank account number (number of bank account) 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 Team, in accordance with the regulations of the UCI and its affiliated federations. Furthermore, the Rider shall have the right to the following bonuses:

- None (description of bonus) *(Tick the appropriate box)*

ARTICLE 6 - Miscellaneous obligations

1. The Rider may not, for the duration of the present contract, ride for any other team or advertise for any other sponsors than those belonging to the UCI Team (name of team), save in such cases as are provided for in the regulations of the UCI and its affiliated federations.
2. The Team 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 Team. The Team 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 a mixed team if (name of team) is already entered for that race.
4. The Parties undertake to respect the riders' health protection programme of the UCI and/or the (name of NF).

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

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

ARTICLE 7 - Transfers

On the expiry of the present contract, the Rider shall be entirely free to leave the UCI Team 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 Team 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 Team 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 compensation:
 - A. if the Team is declared bankrupt or insolvent or goes into liquidation;
 - B. if the Team or a principal partner withdraws from the UCI Team and the continuity of the Team is not guaranteed or else if the UCI Team 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.
 - C. in the event of serious misconduct on the part of the Team. 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 six weeks or over four discontinuous periods of seven days each, during which periods at least one one-day race on the continental calendar took place. Where relevant, the Team shall be required to prove that the Rider was not in a condition to take part in a race.
2. The Team may terminate the present contract, without notice or liability for compensation, in the event of serious misconduct on the part of the Rider or of the suspension of the Rider under the terms of the UCI regulations for the remaining duration of the present contract. Serious misconduct is considered to include refusal to ride cycle races, despite being repeatedly called on to do so by the Team. If need be, the Rider shall be required to prove that he was in no state to compete in a race.
3. Either party shall be entitled to terminate the present contract, without notice or liability for compensation, 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 published by (name of NF), the law of the country of registration of the team and/or the constitution and rules of the UCI and/or (name of NF) 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 the rules of the federation that issued the Rider's licence or, failing this, the legislation governing this contract.

ARTICLE 11 - Declaration

The parties declare that, apart from the present contract, no other contract has been concluded regarding the Rider's services for the UCI Team (name of team). The Rider is entitled to ascertain from the National Federation the contract submitted as part of the registration process for the UCI Team.

Done at (place) on (date)

In three original copies

N.B. Each original contains XXX pages numbered from ... to ...

(Each page of the contract and annexes has been signed by both parties.)

(Signature)

(Signature) and stamp

Rider [name of the signatory]

For the UCI Team [name of the signatory]

The sports director

(article introduced on 1.02.10; 1.01.18; 1.07.19).

Insurance

2.17.031 Insurance against the following risks is compulsory for all events occurring in the course of the rider's activities for the team (racing, training, travel, promotion, etc.). The insurances must be valid in all countries in which the rider is susceptible of performing activities for the team, whether individually or jointly with other team members:

1. Civil responsibility (of the rider; for an adequate amount);
2. Accidents (costs of treatment until recovery with no amount limit);
3. Sickness (costs of treatment and hospitalisation with no amount limit);
4. Repatriation (unlimited cover);
5. Death (minimum value EUR 100 000 due to the beneficiaries designated by the rider).

Teams shall take out and cover the costs for the insurances listed above insofar as the rider does not have such insurances through his licence or his compulsory national social security system.

(text modified on 1.07.18).

§ 3 Obligations of the National Federation towards the UCI

2.17.032 The National Federation shall be solely responsible for checking compliance with regulatory and legal requirements, both on registration and throughout the registration year.

2.17.033 On or before 30 September of each year, the National Federation shall send to the UCI the list of teams which it intends to register as UCI continental teams and UCI women's continental teams for the following year. The complete registration documentation must be submitted to the UCI, via the National Federation to arrive after 1 October and no later than 10 November. The registration fee must be paid to the UCI no later than 1 November.

Only a team whose application for a UCI ProTeam has been rejected can file, via the National Federation, a demand for registration as UCI continental team outside this term. The National Federation must inform UCI that it received such request at the latest 10 days after the team has received the decision that registration as UCI ProTeam is refused. In that event, the administration of the UCI will set the term to establish a registration file.

(text modified on 1.07.10; 1.05.17; 1.07.18).

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

The application must include the following information:

1. exact name of the team;
2. the address (including telephone number and email) to which all communications to the team can be sent;
3. the names and addresses of the team representative and the sports director;
4. surnames, forenames, addresses, nationalities and dates of birth of the riders;
5. the allocation of tasks specified by article 1.1.082.

Any changes to the information above must be immediately notified to the UCI by the National Federation and only by it.

(text modified on 1.07.18).

- 2.17.035** The application for registration must be submitted according to the procedure set out in the UCI continental teams and UCI women's continental teams' registration manual.

(text modified on 1.07.09; 1.01.17; 1.07.18).

- 2.17.036** These documents are sent to the UCI for information only. The National Federation and the team are solely liable for their compliance with UCI regulations and any applicable legislation.

- 2.17.037** The registration application documents must also include a letter from the president of the National Federation in which he confirms to the UCI that his federation has carried out all controls required for to ensure the good reputation of team members and management, respect for the UCI regulations, respect for the regulations of the National Federation, respect for the laws in force in the relevant country, and of the fact that the team members are all covered by insurance which meets the requirements of article 2.17.031.

The letter must be filled in and signed via UCI DataRide according to the procedure detailed in the UCI continental teams and UCI women's continental teams' registration manual.

The president of the National Federation shall also fill in a checklist as requested in the UCI continental teams and UCI women's continental teams' registration manual.

(text modified on 1.02.10; 1.07.12 ; 3.06.16; 1.07.18).

- 2.17.038** For verification purposes, the UCI reserves the right to request at any times from the National Federation a copy of the complete registration documentation, specifically including the contracts of Members of the team, the insurance policy, the financial documentation, and any other document that it deems necessary.

The National Federation is required to provide this documentation within eight days. Any additional costs incurred as a result of inadequate checks by the National Federation maybe chargeable to either the federation or the team.

(text modified on 1.05.17)

Penalties

- 2.17.039** The National Federation must appoint qualified and independent persons to manage the registration process and set up suitable procedures. For this procedure, at least one specialist must be involved to assist with legal and financial questions.
- 2.17.040** The UCI shall have the right to refuse or withdraw the registration of a team which does not meet all the minimum conditions set in the present regulations or by another regulatory provision.

Notwithstanding the above, in the event of delay in payment and/or receipt of the registration file by the UCI, the registration fee shall be automatically increased up to CHF 100 per day. Furthermore, without prejudice to article 2.17.038, the UCI will not proceed with the registration of the team without receipt of the entire application for registration and full settlement of all registration fees, including any applicable increases.

Moreover, the team may only claim the rights related to the UCI continental team or UCI women's continental team status once its registration has been granted, in particular concerning the provisions set out in article 2.1.007 bis.

Furthermore, the UCI may pass on the case to the Disciplinary Commission, which may order, in addition to the penalties set out in title 12 of the UCI Regulations, that the National Federation in question is deprived of its right to register UCI road teams for a period which it may determine.

(text modified on 1.05.17).

§ 4 Obligations of the National Federation towards the continental confederation

- 2.17.041** If requested by its continental confederation, a National Federation must provide the list of teams which it intends to register as UCI continental teams and UCI women's continental teams for the following year and/or a copy of the complete registration documentation, including contracts of members of the team, insurance policies, financial documentation and any other document.

Such information shall be provided for the continental confederations' information only and the National Federation shall remain responsible for compliance with regulatory and legal requirements as well as all applicable deadlines related to the registration of UCI continental teams and UCI women's continental teams.

(article introduced on 1.09.17).

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