



COMMISSION INTERNATIONALE
DE KARTING - FIA



INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT

TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS

The FIA's objective is to select an exclusive supplier of karts whose task it will be to ensure the production and delivery of the karts to the competitors in the 2010, 2011 and 2012 CIK-FIA Karting Academy Championships (Category KF3).

Interested parties are hereby invited to tender to become the exclusive supplier of karts to the competitors in the 2010, 2011 and 2012 CIK-FIA Karting Academy Championships (Category KF3).

The selected tenderer will be invited to enter into a contract with the FIA that will establish the terms of the tenderer's appointment as exclusive supplier. The exclusive supplier will supply the products directly to the teams (not to the FIA) under terms and conditions to be agreed.

Bids must be submitted in accordance with the "[Invitation to tender for sole supply contract – tendering instructions](#)" available on FIA's website www.fia.com.

The FIA reserves the right to make amendments to this invitation to tender at any time and to issue a new invitation to tender.

Publication of invitation to tender	28 October 2009
Tender submission date	8 December 2009
Opening date	9 December 2009
Notification of decision as to selection of tenderer	14 December 2009

Additional Tender Requirements (pursuant to clause 1.1.11 of the "Invitation to tender for sole supply contract – tendering instructions")

The karts to be supplied on an 'Arrive & Drive' principle shall be apt for category KF3 and shall adhere to the TECHNICAL REGULATIONS and the SPORTING REGULATIONS. The karts shall be fed by a float chamber carburettor and run on ecological fuel type "E10".

DRAFT CONTRACT FOR SUPPLYING KARTS
IN THE 2010, 2011 AND 2012
CIK-FIA KARTING ACADEMY CHAMPIONSHIPS

BETWEEN

THE FEDERATION INTERNATIONALE DE L'AUTOMOBILE (FIA)

Chemin de Blandonnet, 2
CH 1215 Geneva 15 - Switzerland

hereinafter referred to as the "**COORDINATOR**"

ON THE ONE HAND,

AND

[•]

hereinafter referred to as the "**PROVIDER**"

ON THE OTHER HAND.

PART 1 - GENERAL CONDITIONS

RECITALS

- (A) The COORDINATOR's authority in relation to international motor sport has been recognised since 1904 when national automobile clubs came together to establish the FIA to provide, amongst other things, an international forum to regulate motor sport internationally.
- (B) The COORDINATOR is the sole body governing international motor sport and is recognised by its members as the sole authority having the sporting power with the right to organise international FIA championships, including the CHAMPIONSHIP.
- (C) The COORDINATOR has an absolute obligation conferred on it by its members to safeguard its authority over all safety, sporting, technical and disciplinary matters relating to the CHAMPIONSHIP, as well as traditional values.
- (D) The COORDINATOR will continue the publication annually of the GOVERNING RULES.
- (E) The COORDINATOR has determined that the interests of the CHAMPIONSHIP require that a single supplier of the PRODUCT should be appointed for a limited term.
- (F) It is intended that the COORDINATOR and the PROVIDER will enter into this CONTRACT pursuant to which the PROVIDER will be appointed as the sole supplier of PRODUCT to the CHAMPIONSHIP for the term set out herein.

1. APPOINTMENT AND SUPPLY

- 1.1 The COORDINATOR hereby appoints the PROVIDER to be the exclusive supplier of the PRODUCT to the COMPETITORS for the CHAMPIONSHIP and the PROVIDER hereby accepts this appointment and agrees to supply the PRODUCT to the COMPETITORS for the CHAMPIONSHIP in accordance with the terms of this CONTRACT and the terms of the SUPPLY AGREEMENTS.
- 1.2 Following from its appointment, the PROVIDER shall enter into a SUPPLY AGREEMENT with each COMPETITOR setting out the terms upon which the PRODUCT shall be supplied.
- 1.3 The PRODUCT that is supplied by the PROVIDER to the COMPETITORS shall be compliant with the TECHNICAL REGULATIONS and the TECHNICAL SPECIFICATIONS.

2. **RELATIONS BETWEEN THE PROVIDER AND THE COMPETITORS**
- 2.1 The PROVIDER shall treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.
- 2.2 The PROVIDER shall supply the PRODUCT to all COMPETITORS on equivalent terms. It shall enter into a standard SUPPLY AGREEMENT with each COMPETITOR.
- 2.3 All SUPPLY AGREEMENTS shall be fully compliant with the PRINCIPLES OF SPORTING EQUALITY, the CONTRACT and the SPORTING REGULATIONS and TECHNICAL REGULATIONS.
- 2.4 Separate from the SUPPLY AGREEMENT, the PROVIDER shall be free to enter into separate agreements with COMPETITORS, containing such commercial terms, including, for the avoidance of doubt, in relation to advertising, publicity and other promotional arrangements, as those parties may agree. However, any such arrangements must not compromise the PRINCIPLES OF SPORTING EQUALITY, or be contrary to the SUPPLY AGREEMENT entered into with all COMPETITORS. In particular, the conclusion of any supplemental arrangement must in no way confer any sporting advantage upon one COMPETITOR over another.
- 2.5 Each SUPPLY AGREEMENT requiring a COMPETITOR to purchase the PRODUCT for use at more than one EVENT shall include a clause permitting the COMPETITOR and/or PROVIDER to terminate the SUPPLY AGREEMENT without a penalty of any kind in the event of expiry or earlier termination of the CONTRACT.
- 2.6 If requested by the COORDINATOR, the PROVIDER shall supply a copy of each SUPPLY AGREEMENT in order to demonstrate that the PRINCIPLES OF SPORTING EQUALITY are maintained. With respect to the COORDINATOR, the PROVIDER hereby waives and confirms that it shall not assert or seek to rely on any confidentiality provision in any SUPPLY AGREEMENT or other agreement relevant to the supply of the PRODUCT to prevent the COORDINATOR from reviewing relevant agreements or carrying out its regulatory functions (including ensuring that the PRINCIPLES OF SPORTING EQUALITY are maintained).
- 2.7 The COORDINATOR may request amendments to a SUPPLY AGREEMENT if it considers that the SUPPLY AGREEMENT is not consistent or compatible with, or is otherwise contrary to, the PRINCIPLES OF SPORTING EQUALITY. For the avoidance of doubt, the PROVIDER's obligation to abide by the PRINCIPLES OF SPORTING EQUALITY shall not be limited or otherwise affected by the COORDINATOR's review of a SUPPLY AGREEMENT and/or a request for an amendment to be made.
- 2.8 In the event of uncertainty regarding whether any action taken or proposed to be taken by the PROVIDER may breach the PRINCIPLES OF SPORTING EQUALITY, the PROVIDER shall request guidance from the COORDINATOR, which shall make a determination in this regard. Where

such a determination is made by the COORDINATOR, the PROVIDER's actions in complying with that determination shall be deemed to be in compliance with the PROVIDER's obligation in GENERAL CONDITION 2.1 to treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.

3. LIABILITY

3.1 Without prejudice to the COORDINATOR's other rights, the PROVIDER shall indemnify and hold harmless the COORDINATOR from and against all reasonably foreseeable losses incurred by the COORDINATOR as a direct result of the PROVIDER's:

- (a) failure to supply the PRODUCT of the requisite quantity;
- (b) failure to supply the PRODUCT of the requisite quality; and
- (c) negligence in the supply of the PRODUCT.

3.2 The PROVIDER represents and warrants that it is in a position to meet any liability that may arise under clause 3.1 of this CONTRACT up to an amount of 130,000 (one hundred and thirty thousand) Euros and hereby covenants to maintain such position for the period of time during which the PROVIDER may be liable.

4. WARRANTIES

4.1 The PROVIDER represents and warrants that it has full power and authority to enter into and fully perform its obligations under the CONTRACT and the provisions of the CONTRACT, when executed, will constitute valid and binding obligations on the PROVIDER in accordance with its terms. The PROVIDER also represents and warrants that it has full power and authority to enter into and fully perform its obligations under the SUPPLY AGREEMENTS when executed.

4.2 The COORDINATOR represents and warrants that it has full power and authority to enter into and fully perform its obligations under the CONTRACT and the provisions of the CONTRACT, when executed, will constitute valid and binding obligations on the COORDINATOR in accordance with its terms.

5. TERMINATION

5.1 Notwithstanding any other provision hereof, either party may terminate the CONTRACT with immediate effect by written notice to the other if any of the following events occur:

- (a) the other party has committed a material breach of the CONTRACT which is not capable of remedy or, if remediable, has not remedied it within 30 days of the non-breaching party's written notice requiring the default to be remedied (for the avoidance of doubt, a breach by the PROVIDER of any of GENERAL CONDITIONS 1.2, 1.3, 2, 3 and 4.1

and any of SPECIAL CONDITIONS 1.1 and 2.3 is acknowledged by the parties to be a material breach);

- (b) steps (including any steps analogous to those following) have been taken to wind up the other party or to place the other party into administration or to have a receiver appointed over any of its assets, other than as part of a scheme of solvent reconstruction or amalgamation; or
- (c) the other party shall cease or threaten to cease carrying on business or the other party shall make any composition or arrangement with its creditors or become subject to any other insolvency process or proceeding (other than as part of a scheme of solvent reconstruction or amalgamation) or have all or any of its assets or undertakings seized by a government or governmental agency or authority (including any acts analogous to the above).

6. **GOVERNING RULES**

- 6.1 The GOVERNING RULES constitute the legal, administrative and technical framework of the CHAMPIONSHIP and the conditions set forth therein shall have binding force and prevail among the parties to the CONTRACT.
- 6.2 The CONTRACT shall in principle be interpreted in a manner that gives effect to the provisions of the GOVERNING RULES, the intention of the parties being to construe the provisions of the CONTRACT in the context of the more general framework of the GOVERNING RULES.
- 6.3 The PROVIDER acknowledges that the TECHNICAL SPECIFICATIONS and GOVERNING RULES are subject to amendment from time to time. The PROVIDER will be responsible (at its own cost) for all research and development associated with the manufacture of the PRODUCT, including the making of any changes to the PRODUCT to be supplied pursuant to the CONTRACT that may be necessitated by any amendment to the TECHNICAL SPECIFICATIONS or the GOVERNING RULES.

7. **GOVERNING LAW AND LANGUAGE**

- 7.1 The language that shall prevail for the interpretation of the CONTRACT shall be [English/French] and the CONTRACT and all documents connected with the CONTRACT shall be written in [English/French]. In the event of any conflict between the language of the CONTRACT and any translation thereof, the language of the CONTRACT, French or English, as the case may be, shall prevail. In the event of any conflict between the language of any document connected with the CONTRACT and any translation thereof, the language of the document connected with the CONTRACT, French or English, as the case may be, shall prevail.
- 7.2 The governing law of the CONTRACT shall be French law.

7.3 The Tribunal de Grande Instance de Paris, France, shall have sole jurisdiction to settle any dispute that may arise between the COORDINATOR and the PROVIDER in connection with the CONTRACT.

8. **GENERAL**

8.1 Nothing in the CONTRACT guarantees or shall be construed as guaranteeing, the solvency of a COMPETITOR. The COORDINATOR is not responsible for ensuring that the COMPETITORS satisfy the terms of the SUPPLY AGREEMENTS and the COORDINATOR shall not be liable for a failure by any COMPETITOR to satisfy the terms of a SUPPLY AGREEMENT.

8.2 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof.

8.3 The CONTRACT shall be binding on and enure to the benefit of the parties and their respective successors and permitted assigns. The PROVIDER shall not be entitled to assign or sub-contract its rights or obligations under the CONTRACT in whole or in part without the prior written consent of the COORDINATOR.

8.4 Any notice to be given under the CONTRACT shall be given in writing delivered to the other party by any one or more of the following methods:

- (a) personal delivery to one of its corporate officers, in which case notice shall be treated as having been given at the time of such personal delivery;
- (b) first class registered post or courier delivery service (such as DHL or UPS) to the address mentioned above (or such other address as may be notified to the other party in writing from time to time), in which case notice shall be treated as having been given on the date of actual receipt at that address (or on the next local business day if delivered on a local non-business day or after 4.00 p.m. local time on a local business day), which shall rebuttably be presumed to be the second local business day after posting; or
- (c) facsimile to the numbers below (or such other facsimile number as may be notified to the other party in writing from time to time), in which case notice shall be treated as having been received at the time of actual receipt (or on the next local business day if delivered on a local non-business day or after 4.00 p.m. local time on a local business day) and rebuttably be presumed to have been duly received at the time indicated on the automatic acknowledgement transmitted by the recipient fax machine:

PROVIDER: [•]

COORDINATOR: [•]

8.5 Any variations of the CONTRACT shall be ineffective unless agreed in writing and signed by the parties.

- 8.6 If any term, provision or condition of the CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable such invalidity, voidness or unenforceability shall not invalidate the remainder of the CONTRACT, all of which shall remain in full force and effect.
- 8.7 The CONTRACT may be executed in any number of counterparts (whether original or facsimile counterparts) and upon due execution of all such counterparts by all parties, each counterpart shall be deemed to be an original hereof.
- 8.8 GENERAL CONDITIONS 3, 7 and 8 shall survive expiry or termination of the CONTRACT for any reason (but shall terminate at the time expressly provided in the relevant GENERAL CONDITION, if any).

PART 2 - SPECIAL CONDITIONS

[The CONTRACT shall contain, inter alia, the following minimum terms and conditions relating to the supply of the PRODUCT.]

1. SUPPLY OF THE PRODUCT

1.1 The PROVIDER shall supply such quantity of the PRODUCT and ANCILLARY PRODUCTS as is required for each COMPETITOR at each:

- (a) EVENT (see draft CHAMPIONSHIP calendar in **Appendix I**); and
- (b) OFFICIAL TESTING (see draft CHAMPIONSHIP calendar in **Appendix I**);

1.2 The PROVIDER shall supply such quantity of the PRODUCT for sale as could be required for each COMPETITOR for private testing. The PROVIDER undertakes not to conduct any private tests with the COMPETITORS at times other than the OFFICIAL TESTING days.

1.3 The PRODUCT and ANCILLARY PRODUCTS supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP and delivered new at the start of each season. The PRODUCT package delivered to each COMPETITOR per EVENT includes the following elements:

- 1 (one) homologated chassis (with homologation number ending in 14 (fourteen), equipped with homologated rear brakes only (with homologation number ending in 14 (fourteen), a complete homologated bodywork (with homologation number ending in 14 (fourteen) available in at least 3 (three) colours (to be chosen by the COMPETITOR), strictly identical accessories (rear axle, hubs, front spindles, bearings, steering column, floor tray, stabilisers, brake disc holders, sprocket holders, etcetera), 16 (sixteen) rims; and
- 1 (one) homologated KF3 engine (with homologation number ending in either 15 or 18 (fifteen or eighteen), equipped with a single type of radiator, homologated ignition system (including a battery), clutch, fuel pump and float chamber carburettor (diameter to be defined after tests on track between the PROVIDER and the COORDINATOR). Lubricant make and type shall be part of the package. Fuel of "E10" type will be used and will be delivered separately by the single fuel supplier designated by the COORDINATOR. The exhaust shall be of the make and type designated by the COORDINATOR for the KF3 category following a separate tender procedure; and
- 1 (one) seat (the size of which shall be agreed on with each COMPETITOR at the OFFICIAL TESTING day); and
- Optional ballast as required (for those COMPETITORS in need of weight adjustment); and

- Optional data logging system (with a maximum of 5 (five) indications: revs, speed, lap times, X/Y accelerometer and 1 (one) temperature); and
 - 3 (three) different neutral decoration kits one of which may be chosen by the COMPETITOR for limited exposure of the PROVIDER's name (2 (two) spaces of 15 x 5 cm) on the kart. The overall bodywork decoration remains at the discretion and choice of the COMPETITOR.
- 1.4 The COORDINATOR does not guarantee the PROVIDER a minimum quantity of the PRODUCT and ANCILLARY PRODUCTS to be supplied. However, the maximum quantity of PRODUCT to be supplied in 2010 shall be 34. In 2011 and 2012 the maximum quantity of PRODUCT to be supplied shall be 51 for each year. At each EVENT, all ANCILLARY PRODUCTS must be available in at least the same quantity. The PROVIDER shall also deliver at least 12 (twelve) additional PRODUCTS to each OFFICIAL TESTING and EVENT in case either: (i) any of the PRODUCTS or ANCILLARY PRODUCTS do not function properly; or (ii) any of the PRODUCTS or ANCILLARY PRODUCTS are so badly damaged as to be beyond reasonable repair.
- 1.5 The PROVIDER shall contribute to the prize giving of the CHAMPIONSHIP by offering at least one free of charge and new PRODUCT to the final winner of each season.

2. DELIVERY OF THE PRODUCT

- 2.1 The PROVIDER shall ensure the transportation and delivery of the PRODUCT and ANCILLARY PRODUCTS to the site of each EVENT and to the site of OFFICIAL TESTING at its own expense and shall provide all necessary personnel and equipment at each EVENT and at the OFFICIAL TESTING to distribute such PRODUCT and ANCILLARY PRODUCTS to the COMPETITORS.
- 2.2 Notwithstanding the generality of SPECIAL CONDITION 2.1, the PROVIDER shall install one PRODUCT distribution centre within the precincts of the circuit at each EVENT and at the OFFICIAL TESTING. The PROVIDER shall ensure that each COMPETITOR shall have access to such distribution centre in accordance with the SPORTING REGULATIONS and TECHNICAL REGULATIONS and the PRINCIPLES OF SPORTING EQUALITY.
- 2.3 The PROVIDER shall be present and ready to distribute the PRODUCT and ANCILLARY PRODUCTS at each EVENT by 1.00 p.m. local time on the day before scrutineering. The PROVIDER shall be present and ready to provide the PRODUCT and ANCILLARY PRODUCTS at OFFICIAL TESTING by 1.00 p.m. local time on the day before each OFFICIAL TESTING.

- 2.4 The PROVIDER shall ensure that representatives of the PROVIDER are present on-site throughout the duration of each EVENT and, in addition, shall ensure that there shall be at least seven (7) appropriately qualified and senior representatives of the PROVIDER available on-site throughout the duration of each EVENT.
- 2.5 The PRODUCT supplied by the PROVIDER shall be made available to the COMPETITORS to the CHAMPIONSHIP for OFFICIAL TESTING on the dates specified in the 2010 draft CHAMPIONSHIP Calendar. The PROVIDER shall not supply the PRODUCT to the COMPETITORS for private testing before 1 May 2010. The PROVIDER shall make such arrangements for the delivery of the PRODUCT to a COMPETITOR performing private testing as may be reasonably requested, or otherwise agreed, by the PROVIDER and such COMPETITOR. The PRODUCT supplied by the PROVIDER shall also be made available to the COMPETITORS to the CHAMPIONSHIP for OFFICIAL TESTING in the 2011 and 2012 seasons on the dates to be specified in the 2011 and 2012 CHAMPIONSHIP Calendars to be provided by the COORDINATOR in due course.

3. MANUFACTURING CONDITIONS OF THE PRODUCT

- 3.1 Before starting production of the PRODUCT to be supplied pursuant to the CONTRACT, the PROVIDER shall provide to the COORDINATOR a detailed technical study of such PRODUCT, for the approval of the FIA ENGINEER. In the event that an amendment is made to the TECHNICAL SPECIFICATIONS or the TECHNICAL REGULATIONS that requires an amendment to the PRODUCT supplied pursuant to the CONTRACT, the PROVIDER shall provide to the COORDINATOR a detailed technical study of the amended PRODUCT to be supplied pursuant to the CONTRACT to take account of such amendment.
- 3.2 The PROVIDER shall make such modifications to the PRODUCT to be supplied pursuant to the CONTRACT as the FIA ENGINEER may require.

4. PRICING OF THE PRODUCT AND ANCILLARY PRODUCTS

- 4.1 The price quoted in the PRICING FORM (please see **Appendix IV**) is and shall be the price for supply and delivery of one PRODUCT to be provided to one COMPETITOR for use at all OFFICIAL TESTING and EVENTS in 2010. The price is inclusive of: (i) the supply and delivery of sufficient consumables, including engine oil (excluding fuel and tyres), as the COMPETITOR may require to use one PRODUCT at each OFFICIAL TESTING and EVENT occurring in one calendar year; and (ii) the supply and delivery of sufficient spare parts for the PRODUCT as the COMPETITOR may require as a result of reasonable wear and tear of the PRODUCT during participation in all OFFICIAL TESTING and EVENTS in a given calendar year. The price set out in the PRICING FORM shall be that charged to a COMPETITOR for the supply of the PRODUCT and the ANCILLARY PRODUCTS as set out herein and shall be inclusive of all taxes and charges.

- 4.2 The PROVIDER may also impose a reasonable charge on COMPETITORS for spare parts according to the prices set out in the PRICING FORM insofar as the COMPETITOR requires such spare parts as a result either of: (i) racing accidents; or (ii) faults occurring on the PRODUCT as a result of the COMPETITOR's unreasonable use of the PRODUCT, accepting at all times that the PRODUCT is to be used in a racing environment. Such spare parts will be provided to the COMPETITORS at the EVENT or OFFICIAL TESTING as appropriate.
- 4.3 In the event that there are any disputes between the PROVIDER and any COMPETITOR as to what constitutes reasonable wear and tear and what constitutes unreasonable use, the PROVIDER shall refer the matter to the COORDINATOR for a determination. The PROVIDER accepts that the COORDINATOR's determinations in this regard shall be final.
- 4.4 The price of the PRODUCT sold to COMPETITORS for private testing shall be [•] per complete kart "ready to use" (without tyres) (as further detailed on the PRICING FORM) excluding the cost of delivery of the PRODUCT.
- 4.5 VAT (value added tax) shall not be charged to those COMPETITORS that are exempt from VAT and that have supplied proof of such exemption to the PROVIDER.
- 4.6 The prices stated in SPECIAL CONDITIONS 4.1, 4.2 and 4.4 may be adjusted for the 2011 and 2012 sporting season in accordance with the indexation formula provided in **Appendix V**.

5. **ASSOCIATION RIGHTS**

[If the PROVIDER has made a satisfactory proposal to the FIA in its bid in relation to the ASSOCIATION RIGHTS]:

- 5.1 The COORDINATOR hereby grants the PROVIDER the non-transferable right to describe itself (including in advertising, publicity or other promotional activity) as the Official supplier of the PRODUCT to the CHAMPIONSHIP (or the direct equivalent thereof in other languages) and to associate its trademark with the PRODUCT supplied pursuant to the CONTRACT (hereinafter referred to as the "ASSOCIATION RIGHTS").
- 5.2 The ASSOCIATION RIGHTS will be coterminous with the CONTRACT.
- 5.3 The PROVIDER shall not describe its appointment or role as PROVIDER or the CONTRACT other than in terms of the ASSOCIATION RIGHTS.
- 5.4 The COORDINATOR maintains a right to demand the immediate withdrawal or cessation by the PROVIDER of any advertising, publicity or other promotional activity it considers contrary to the CONTRACT or to the reputation or interests of the CHAMPIONSHIP, the COORDINATOR or motor sport in general. The PROVIDER shall immediately withdraw or cease or procure the immediate withdrawal or cessation of any advertising, publicity

or other promotional activity in respect of which the COORDINATOR demands withdrawal or cessation.

- 5.5 Any advertising, publicity or other promotional activity undertaken by the PROVIDER pursuant to the ASSOCIATION RIGHTS shall be entirely at the PROVIDER's expense.
- 5.6 The grant of the ASSOCIATION RIGHTS shall not include the right to use any logo or intellectual property belonging to the COORDINATOR (except that the approved description set out in the ASSOCIATION RIGHTS may be used).
- 5.7 The ASSOCIATION RIGHTS do not create any right for the PROVIDER to associate its PRODUCT with any COMPETITOR. However, subject to GENERAL CONDITION 2.1, the PROVIDER remains free to agree advertising, publicity or other promotional arrangements with a COMPETITOR.

[If the PROVIDER has not made a satisfactory proposal to the FIA in its bid in relation to the ASSOCIATION RIGHTS / did not have the possibility to do so under the invitation to tender]:

- 5.1 The PROVIDER is prevented from advertising, publicising or otherwise promoting in any form whatsoever, including either direct or indirect advertising, via any media, and in any country, its supply of the PRODUCT to a COMPETITOR, or its relationship with the CHAMPIONSHIP. All phases of PRODUCT delivery pursuant to the CONTRACT shall be carried out by personnel wearing no distinctive symbols or designs on their uniforms that do not give any indication as to the identity of the PROVIDER.
- 5.2 Subject to GENERAL CONDITION 2.1 and SPECIAL CONDITION 5.1, the PROVIDER remains free to agree advertising, publicity or other promotional arrangements with a COMPETITOR, organiser or promoter.

PART 3 - DEFINITIONS

The following terms shall be understood to have the following meanings for the purposes of the "CONTRACT".

- 1.1 **ANCILLARY PRODUCTS** means all spare parts for the PRODUCT (including those identified in **Appendix IV**) and all consumables required for the racing of the PRODUCT including engine oil (except fuel and tyres).
- 1.2 **CHAMPIONSHIP** means the 2010, 2011 and 2012 seasons of the CIK-FIA Karting Academy Championships.
- 1.3 **COMPETITORS** means the drivers and/or entrants that have been accepted by the COORDINATOR to take part in the CHAMPIONSHIP.
- 1.4 **CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS and the DEFINITIONS.
- 1.5 **COORDINATOR** means the Fédération Internationale de l'Automobile (FIA).
- 1.6 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.7 **EVENT** means any race forming part of the CHAMPIONSHIP and entered on the International Sporting Calendar of the COORDINATOR. An EVENT is deemed to commence at the scheduled time for scrutineering and sporting checks and includes all practice, qualifying and the race itself and ends at the expiry of the deadline for the lodging of a protest under the terms of the International Sporting Code.
- 1.8 **FIA ENGINEER** means the technician appointed by the COORDINATOR to carry out all technical checks and controls and to grant the necessary approval prior to the starting up of production.
- 1.9 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.10 **GOVERNING RULES** means:
 - (a) the International Sporting Code and the Appendices thereto;
 - (b) the General Prescriptions applicable to all FIA Championships, Challenges, Trophies and Cups and their qualifying EVENTS;
 - (c) the SPORTING REGULATIONS; and
 - (d) the TECHNICAL REGULATIONS.

- 1.11 **OFFICIAL TESTING** means the official testing, if any, for the CHAMPIONSHIP.
- 1.12 **PRICING FORM** means the pricing form provided at **Appendix IV** stating the prices at which the PRODUCT will be supplied to the COMPETITORS per season.
- 1.13 **PRINCIPLES OF SPORTING EQUALITY** means the equal treatment by the PROVIDER of all COMPETITORS with respect to:
- (a) anything which may affect the performance of the PRODUCT;
 - (b) the terms on which the PRODUCT is supplied;
 - (c) the support, access and information made available to COMPETITORS in relation to the PRODUCT; and
 - (d) any other matter which affects or may have an effect, however minor, on sporting performance.
- 1.14 **PRODUCT** means karts, as such word is described in the SPORTING REGULATIONS and TECHNICAL REGULATIONS and as specified in SPECIAL CONDITION 1.3.
- 1.15 **PROVIDER** means [•].
- 1.16 **PRODUCTION SITE** means the factory that will produce and/or assemble the PRODUCT supplied pursuant to the CONTRACT.
- 1.17 **SEASON** means one occasion of OFFICIAL TESTING and 3 EVENTS (as exemplified on the 2010 draft CHAMPIONSHIP calendar).
- 1.18 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.
- 1.19 **SPORTING REGULATIONS (Appendix II)** means the Sporting Regulations applicable to the CHAMPIONSHIP as published and amended by the COORDINATOR from time to time.
- 1.20 **SUPPLY AGREEMENT (Appendix [•])** means any agreement, and all amendments thereto, between the PROVIDER and a COMPETITOR pursuant to which the PROVIDER shall supply the PRODUCT to the COMPETITOR, which agreement may, where the FIA considers appropriate, take the form of the SUPPLIER's standard PRODUCT order form.
- 1.21 **TECHNICAL REGULATIONS (Appendix III)** means the Technical Regulations applicable to the CHAMPIONSHIP as published and amended by the COORDINATOR from time to time.
- 1.22 **TECHNICAL SPECIFICATIONS (Appendix [•])** means the technical requirements applicable to the PRODUCT as issued and amended by the COORDINATOR from time to time.

Signed

On behalf of the COORDINATOR

On behalf of the
PROVIDER

In his capacity as

In his capacity as

In On

In On

APPENDICES

I- DRAFT 2010 CALENDAR

II - SPORTING REGULATIONS

III - TECHNICAL REGULATIONS

IV - PRICING FORM plus draft catalogue price list (to be completed by PROVIDER)

V - INDEXATION FORMULA

SUPPLY AGREEMENT (to be supplied by PROVIDER)

TECHNICAL SPECIFICATIONS (to be supplied by PROVIDER)

Appendix I: 2010 Draft CHAMPIONSHIP Calendar

(subject to the approval of the World Motor Sport Council of the FIA)



CALENDRIER CIK-FIA 2010

2010 CIK-FIA CALENDAR



* sous réserve d'approbations du Conseil Mondial du Sport Automobile et de l'Assemblée Générale FIA
* subject to the World Motor Sport Council and FIA General Assembly approvals

CHAMPIONNAT DU MONDE «M18» CIK-FIA

CIK-FIA «U18» WORLD CHAMPIONSHIP

23-25/7 TBA (Europe)*
27-29/8 TBA (Europe)*
01-03/10 TBA (Europe)*

[+ Official test days on 05-06/7, TBA (Europe)]

ACADEMIE CIK-FIA (KF3)

CIK-FIA ACADEMY (KF3)

23-25/7 TBA (Europe)*
27-29/8 TBA (Europe)*
01-03/10 TBA (Europe)*

[+ Official test days on 05-06/7, TBA (Europe)]

Appendix II: Sporting Regulations

ACADEMIE DE KARTING DE LA CIK-FIA

RÈGLEMENT SPORTIF

La CIK-FIA organise l'Académie de Karting de la CIK-FIA («le Championnat») qui est la propriété de la CIK-FIA. L'Épreuve couronnera le Pilote Vainqueur de l'Académie de Karting de la CIK-FIA. Toutes les parties concernées (FIA, CIK-FIA, ASN, Organismes, Concurrents et circuits) s'engagent à appliquer ainsi qu'à observer les règles régissant l'Épreuve.

RÈGLEMENT

1) Le texte final du présent Règlement Sportif sera la version française à laquelle il sera fait référence en cas de controverse d'interprétation. Dans ce document, les intitulés sont énoncés aux seules fins de commodité et ne font pas partie du présent Règlement Sportif.

OBLIGATIONS GÉNÉRALES

2) Tous les Pilotes, Concurrents et Officiels participant à l'Épreuve s'engagent en leur nom propre et celui de leurs employés et agents, à observer toutes les dispositions du Code Sportif International («le Code»), le Règlement Technique de Karting («le Règlement Technique»), les Prescriptions Générales applicables aux Épreuves internationales et Championnats, Coupes et Trophées CIK-FIA de Karting («les Prescriptions Générales»), les Prescriptions Spécifiques applicables aux Championnats, Coupes et Trophées de la CIK-FIA de Karting («les Prescriptions Spécifiques»), le Règlement Particulier de l'Épreuve concernée et le présent Règlement Sportif.

3) Seule la CIK-FIA est habilitée à accorder des dérogations au présent Règlement Sportif.

PRINCIPE ET DÉROULEMENT

4) Le Championnat se déroule sur trois Épreuves.

5) Les Épreuves comptant pour le Championnat («les Épreuves») auront le statut de compétitions internationales libres.

6) Chaque Épreuve comportera deux courses, nommées «Course 1» et «Course 2». La distance de chacune des courses, à partir du signal de départ jusqu'au drapeau à damier, sera égale au nombre minimum de tours complets nécessaires pour dépasser la distance de 20 km. Le drapeau à damier sera présenté au kart de tête lorsqu'il franchit la ligne d'arrivée («la Ligne») à la fin du tour pendant lequel cette distance est dépassée. La Ligne consiste en une ligne unique traversant la piste.

CLASSEMENT

7) Chaque Course donnera lieu à une attribution de points aux 15 premiers Pilotes classés, selon le barème suivant: 25, 20, 16, 13, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1.

CIK-FIA KARTING ACADEMY

SPORTING REGULATIONS

The CIK-FIA organises the CIK-FIA Karting Academy («the Championship») which is the property of the CIK-FIA. The Event will reward the Driver Winner of the CIK-FIA Karting Academy. All the parties concerned (FIA, CIK-FIA, ASNs, Organisers, Entrants and circuits) undertake to apply and observe the rules governing the Event.

REGULATIONS

1) The final text of these Sporting Regulations shall be the French version which will be used should any dispute arise as to their interpretation. Headings in this document are for ease of reference only and do not form part of these Sporting Regulations.

GENERAL UNDERTAKINGS

2) All Drivers, Entrants and Officials participating in the Event undertake, on behalf of themselves, their employees and agents, to observe all the provisions of the International Sporting Code («the Code»), the Karting Technical Regulations («the Technical Regulations»), the General Prescriptions applicable to the CIK-FIA Karting international Events and Championships, Cups and Trophies («the General Prescriptions»), the Specific Prescriptions applicable to the CIK-FIA Karting Championships, Cups and Trophies («the Specific Prescriptions»), the Specific Regulations of the Event concerned and these Sporting Regulations.

3) Only the CIK-FIA is entitled to grant waivers to these Sporting Regulations.

PRINCIPLE AND RUNNING

4) The Championship is run over three Events.

5) The Events counting towards the Championship («the Events») will have the status of full international events.

6) Each Event will comprise two races named «Race 1» and «Race 2». The distance of each race, from the start signal to the chequered flag, will be equal to the minimum number of full laps necessary for reaching the distance of 20 km. The chequered flag will be shown to the leading kart when it crosses the finishing line («the Line») at the end of the lap during which that distance is reached. The Line consists in a single line across the track.

CLASSIFICATION

7) At each Race, there will be an awarding of points to the top 15 classified Drivers, according to the following scale: 25, 20, 16, 13, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1.

8) Le titre de Pilote Vainqueur de l'Académie de Karting de la CIK-FIA sera attribué au Pilote qui aura obtenu le plus grand nombre de points au terme des trois Épreuves. Tous les résultats seront pris en considération.

CANDIDATURES DES CONCURRENTS

9) Les candidats devront être titulaires de Licences Internationales de Concurrents en cours de validité et des autorisations (visas) nécessaires délivrées par leur ASN affiliée à la FIA.

10) Les engagements de Concurrents comportant dans leur appellation le nom d'un Constructeur ou d'une Marque homologuée par la CIK-FIA ne seront pas admis.

11) Les candidatures de participation au Championnat devront être soumises à la CIK-FIA au plus tard le 31 mai au moyen du formulaire d'engagement disponible sur www.cikfia.com et doivent être accompagnées des copies des licences et droits d'engagement à l'ordre de la FIA. Les candidats acceptés sont automatiquement admis à toutes les Épreuves du Championnat et seront les seuls Concurrents participant à ces Épreuves. Les candidats refusés seront avisés avant le 11 juin. Aucun changement de Concurrent ne sera autorisé après l'officialisation de la liste des engagés.

12) Toutes les candidatures seront étudiées par la CIK-FIA, qui publiera la liste des karts et des Pilotes acceptés, avec leurs numéros de compétition, au plus tard 15 jours après la date de clôture des engagements.

13) Les candidatures devront comprendre :

a) une confirmation que le candidat, en son nom et celui de toute personne concernée par sa participation à l'Épreuve, a lu et compris le Code, les Prescriptions Générales, les Prescriptions Spécifiques, les Annexes, le Règlement Technique et le Règlement Sportif, et s'engage à les observer;

b) les nom, coordonnées et détails du Pilote, ainsi que la copie de sa licence.

14) Le nombre des engagés au Championnat sera limité à 34.

PILOTES ADMIS

15) Les Pilotes âgés de 13 ans minimum (ou atteignant leurs 13 ans dans le courant de l'année) à 15 ans maximum (n'atteignant pas leurs 16 ans avant le 31 décembre de l'année).

16) Les Pilotes titulaires d'une Licence CIK-FIA Internationale de Karting de Degré C-Junior (délivrée par leur ASN affiliée à la FIA, en conformité avec l'Article 4.2 de l'Annexe B), sous réserve d'avoir déjà participé à au moins participé à un minimum de 6 Épreuves nationales de Karting, ou participé à un minimum de 3 Épreuves inscrites au Calendrier Sportif International.

8) *The title of Driver Winner of the CIK-FIA Karting Academy will be awarded to the Driver who has scored the greatest number of points at the end of the three Events. All the results will be taken into consideration.*

ENTRANTS' APPLICATIONS

9) *Applicants must hold valid Entrants' International Licences and the necessary authorisations (visas) issued by their ASNs affiliated to the FIA.*

10) *Entrants whose name includes that of a Manufacturer or Make homologated by the CIK-FIA will not be accepted.*

11) *Applications to participate in the Championship shall be submitted to the CIK-FIA by 31 May at the latest by means of the entry form available on www.cikfia.com and must be accompanied by the copies of the licences and entry fee to the order of the FIA. Successful applicants are automatically admitted to all the Championship Events and will be the only Entrants at these Events. Unsuccessful applications will be notified before 11 June. No change of Entrant shall be allowed after the entry list has been made official.*

12) *All applications will be studied by the CIK-FIA, which will publish the list of karts and Drivers accepted, with their racing numbers, at the latest 15 days after the closing date of entries.*

13) *Applications shall include:*

a) *confirmation that the applicant has read and understood the Code, the General Prescriptions, the Specific Regulations, the Appendices, the Technical Regulations and the Sporting Regulations and agrees, on his own behalf and on behalf of everyone associated with his participation in the Event, to respect them;*

b) *the name, contact details and data of the Driver, as well as copy of his licence.*

14) *The number of entries in the Championship will be limited to 34.*

ELIGIBLE DRIVERS

15) *Drivers who are at least 13 years old (or who reach their 13th birthday during the year) and 15 years old as a maximum (not reaching their 16th birthday before 31st December of the year concerned).*

16) *Drivers holding of a CIK-FIA Grade C-Junior International Karting Licence (issued by their ASN affiliated to the FIA, in compliance with Article 4.2 of Appendix B), subject to having either participated in a minimum of 6 national Events, or participated in a minimum of 3 Events entered on the International Sporting Calendar.*

KARTS ET MATÉRIEL ADMIS

17) L'Épreuve est réservée aux karts de KF3, tels que définis par le Règlement Technique, avec les spécifications propres au Championnat.

18) Un fournisseur unique de karts choisi après une procédure d'appel d'offres a été désigné pour fournir tous les karts du Championnat, sur le principe d'une location «clé en mains» pour tout le Championnat.

19) Chaque Pilote aura le droit de présenter aux Vérifications Techniques le matériel suivant:

Nombre de châssis: 1
Nombre de moteurs: 1
Train de pneus «slick»: 1 neuf (celui qui lui aura été attribué par tirage au sort), plus 1 train usagé marqué lors de l'Épreuve précédente (ou, pour l'Épreuve 1, marqué lors de la journée d'essais officiels).

Le kart devra être présenté complet (châssis, carrosseries et accessoires montés), et le moteur, présenté séparément.

20) À partir des Essais Qualificatifs, chaque Pilote pourra disposer du matériel suivant:

Nombre de châssis: 1 (celui marqué aux Vérifications Techniques)
Nombre de moteurs: 1 (celui marqué aux Vérifications Techniques)
Trains de pneus «slick»: 1
Trains de pneus «pluie»: 2.

Note : les pneus et le carburant stockés au Parc d'Assistance ne pourront pas être utilisés lors des Warm-ups. Les seuls pneus «slicks» autorisés pour les Warm-ups seront les pneus marqués lors des Vérifications Techniques. Tout châssis endommagé lors d'un fait de course constaté par la Direction de Course ou par le Collège des Commissaires Sportifs pourra être signalé au Délégué Technique, lequel sera le seul Officiel habilité à autoriser ou non le remplacement du châssis accidenté par un châssis non enregistré lors des Vérifications Techniques et prélevé parmi les châssis de la marque correspondante initialement marqués par la CIK-FIA.

SÉCURITÉ GÉNÉRALE

21) Article 2.14 des Prescriptions Générales.

DÉROULEMENT DE L'ÉPREUVE

22) Chaque Épreuve se composera au moins d'Essais non-Qualificatifs, d'Essais Qualificatifs, de Manches Qualificatives et d'une phase finale.

a) Essais non-Qualificatifs: L'horaire de l'Épreuve devra prévoir des Essais non-Qualificatifs pour la catégorie. Ils sont réservés aux Pilotes ayant satisfait aux Vérifications

ELIGIBLE KARTS AND EQUIPMENT

17) The Event is reserved for KF3 karts, as defined by the Technical Regulations, with the characteristics specific to the Championship.

18) A single-supplier of karts, chosen further to a tender procedure, has been designated for the supply of all the karts used in the Championship, according to a «turnkey» principle to be applied throughout the Championship.

19) Each Driver will be entitled to submit to Scrutineering the following equipment:

Number of chassis: 1
Number of engines: 1
Set of «slick» tyres: 1 new one (the one allocated to him by drawing lots), plus 1 set of already used tyres marked at the previous Event (or, for Event 1, marked at the official test day).

The kart must be presented in full configuration (assembled chassis + bodywork + extra components), and the engine must be presented separately.

20) As from the Qualifying Practice, each Driver may have the following equipment:

Number of chassis: 1 (the one marked at Scrutineering)
Number of engines: 1 (the one marked at Scrutineering)
Sets of «slick» tyres: 1
Sets of «wet» tyres: 2.

Note: the tyres and fuel stored in the Servicing Park cannot be used in the Warm-ups. The tyres marked during Scrutineering shall be the only «slick» tyres authorised for the Warm-ups.

Any chassis damaged in a racing incident ascertained by Race Direction or by the Panel of the Stewards may be pointed out to the Technical Delegate, who will be the only Official entitled to allow or refuse the replacement of the damaged chassis by a chassis that was not registered at Scrutineering and that will be taken from chassis of the make concerned initially marked by the CIK-FIA.

GENERAL SAFETY

21) Article 2.14 of the General Prescriptions.

RUNNING OF THE EVENT

22) Each Event will comprise non-Qualifying Practice, Qualifying Practice, Qualifying Heats and a final phase as a minimum.

a) Non-Qualifying Practice: The programme of the Event must provide for non-Qualifying Practice for the category. It is reserved for Drivers who have passed the Sporting

Sportives et Techniques.

b) Essais Qualificatifs: Article 18 B des Prescriptions Spécifiques.

c) Manches Qualificatives: Au nombre de trois. Article 18 C des Prescriptions Spécifiques.

d) Phase finale: 34 Pilotes disputeront la phase finale, sur une distance totale de 40 km, qui se déroulera selon le schéma suivant: Course 1 et Course 2 (chaque course donne lieu à un classement final et une attribution de points au Championnat).

* Course 1 (20 km): Positions de départ selon le nombre de points obtenus dans les Manches Qualificatives.

* Course 2 (20 km): Positions de départ déterminées par le classement de la Course 1. Les Pilotes non-partants en Course 1 ou exclus de la Course 1 occuperont les dernières places sur la Grille de la Course 2.

e) Lors de la phase finale, tout Pilote en passe d'être doublé par le(s) Pilote(s) de tête ou qui a été doublé pour quelque raison que ce soit se verra présenter le drapeau bleu et rouge (double diagonale) avec son numéro. Il devra obligatoirement rejoindre la balance dans le Parc Fermé et sera classé selon le nombre de tours qu'il aura réellement effectués.

GRILLES DE DÉPART

23) Article 2.19 des Prescriptions Générales.

PROCÉDURE DE DÉPART

24) Article 2.20 des Prescriptions Générales.

25) Départs lancés pour karts à prise directe avec embrayage: au terme de leur Tour de Formation, les Pilotes s'avanceront à vitesse réduite ou, si le circuit est équipé d'un système de contrôle de vitesse, à une vitesse de 30 km/h minimum à 50 km/h maximum vers la Ligne de Départ, rangés en deux files de karts, chacune des files devant se tenir dans les couloirs tracés sur la piste. Toute sortie de couloir pourra être sanctionnée par les Commissaires Sportifs, à raison d'une pénalité en temps de 3 secondes pour une sortie partielle du couloir et de 10 secondes pour une sortie intégrale du couloir. Tout dépassement de la vitesse d'approche vers la Ligne de départ pourra être sanctionné par les Commissaires Sportifs, à raison d'une pénalité en temps d'1 seconde par km/h excédentaire, la pénalité maximale absolue étant de 10 secondes. Durant la phase d'approche, les feux seront au rouge. Les karts maintiendront leur position, en formation aussi serrée que possible, mais sans contact avec les karts qui les précèdent, jusqu'à ce que le signal de départ soit donné. S'il est satisfait de la formation, le Directeur d'Épreuve donnera le départ en éteignant les feux rouges. S'il n'est pas satisfait de la procédure, il allumera le feu orange, lequel signifiera qu'un Tour de Formation supplémentaire devra être effectué.

Checks and Scrutineering.

b) Qualifying Practice: Article 18 B of the Specific Prescriptions.

c) Qualifying Heats: There will be three Heats. Article 18 C of the Specific Prescriptions.

d) Final phase: 34 Drivers will compete in the final phase, over a total distance of 40 km, which will be run according to the following format: Race 1 and Race 2 (for each race there is a final classification and an allocation of Championship points).

** Race 1 (20 km): Starting positions according to the number of points allocated in the Qualifying Heats.*

** Race 2 (20 km): Starting positions determined by the classification of Race 1. Drivers who did not take the start of Race 1 or were excluded from it will occupy the last positions on the Grid of Race 2.*

e) During the final phase, any Driver about to be overtaken by the race leader(s) or who has been overtaken for any reason whatsoever will be shown the blue and red (double diagonal) flag with his number. He shall return to the scales in the Parc Fermé and will be classified according to the number of laps that he has actually completed.

STARTING GRIDS

23) Article 2.19 of the General Prescriptions

STARTING PROCEDURE

24) Article 2.20 of the General Prescriptions.

25) *Rolling starts for direct drive karts with clutches: at the end of the Formation Lap, Drivers will proceed forward at a reduced speed or, if the circuit is equipped with a speed control system, at a speed of 30 kph minimum to 50 kph maximum towards the Starting Line, lined up in two lines of karts, and each line shall remain within the lanes marked on the track. A Driver crossing the lanes is liable to be sanctioned by the Stewards, on the basis of a time penalty of 3 seconds for partly crossing the lanes and of 10 seconds for completely getting out of the corridor. A Driver overspeeding during the approach to the start Line is liable to be sanctioned by the Stewards, on the basis of a time penalty of 1 second per extra km/h, with a maximum penalty of 10 seconds. When the karts approach, the red lights will be on. Karts must maintain their position, in a formation which must be as tight as possible but without any contacts with the karts ahead of them, until the start signal is given.*

If he is satisfied with the formation, the Race Director will give the start by switching off the red lights. If he is not satisfied with the procedure, he will switch on the orange light, which means that another Formation Lap must be covered.

26) Les Commissaires Sportifs pourront utiliser tout système vidéo ou électronique susceptible de les aider à prendre une décision. Les décisions des Commissaires Sportifs pourront prévaloir sur celles des Juges de Fait. Toute infraction aux dispositions du Code ou du présent Règlement Sportif relatives à la procédure de départ pourra entraîner l'exclusion du Pilote concerné de l'Épreuve.

ARRÊT DE LA COURSE

27) Article 2.21 des Prescriptions Générales.

NOUVEAU DÉPART D'UNE COURSE

28) Article 2.22 des Prescriptions Générales.

ARRIVÉE

29) Article 2.23 des Prescriptions Générales.

PARC FERMÉ

30) Article 2.13 des Prescriptions Générales.

INCIDENTS

31) Article 2.24 des Prescriptions Générales.

DROITS D'ENGAGEMENT ET FONDS DE PRIX

32) Chaque ASN dont un ou plusieurs Pilotes s'est/se sont engagé(s) à l'Épreuve devra verser à la CIK-FIA 229 Euros pour alimenter le Fonds de Prix commun récompensant les Championnats.

33) Le droit d'engagement et l'inscription devront être payés et envoyés par le Concurrent. La CIK-FIA devra être en possession des inscriptions au plus tard à la date de clôture, fixée au 31 mai. Le droit d'engagement par Pilote pour l'Épreuve est de 1 090 Euros (dont 140 Euros seront versés à chaque Organisateur). Ce droit comprend la fourniture par la CIK-FIA d'un annuaire 2010 et d'un kit d'installation du système de contrôle du fonctionnement de l'embrayage (kit composé de : 1 support de boîtier d'acquisition, 1 capteur de vitesse, 1 équerre de fixation du capteur de vitesses, 2 aimants et 1 capteur de régime).

26) *The Stewards may use any video or electronic system likely to help them to take a decision. The Stewards' decisions may supersede those taken by Judges of Fact. Any infringement to the provisions of the Code or of these Sporting Regulations relating to the starting procedure may entail the exclusion of the Driver concerned from the Event.*

STOPPING A RACE

27) *Article 2.21 of the General Prescriptions.*

RESTARTING A RACE

28) *Article 2.22 of the General Prescriptions.*

FINISH

29) *Article 2.23 of the General Prescriptions.*

PARC FERMÉ

30) *Article 2.13 of the General Prescriptions.*

INCIDENTS

31) *Article 2.24 of the General Prescriptions.*

ENTRY FEES AND PRIZE FUND

32) *Each ASN of which one or several Drivers has/have entered the Event must pay to the CIK-FIA 229 Euros to contribute to the common Prize Fund which rewards the Championships.*

33) *Entry fees and entries must be paid and sent by the Entrant. The CIK-FIA must have received entries at the latest on the closing date of entries, set at 31 May. The entry fee per Driver for the Event is 1,090 Euros (140 Euros of which will be paid to each Organiser). This fee includes the supply by the CIK-FIA of a 2010 Yearbook and of one installation kit for the clutch functioning control system (the kit comprises 1 data logging casing support, 1 speed sensor, 1 attachment brace for the speed sensor, 2 magnets and 1 rpm sensor).*

Appendix III: Technical Regulations

To view the Technical Regulations available on the CIK-FIA website, please click on the following link: www.cikfia.com

Appendix IV: Pricing Form

Supply of karts for the 2010, 2011 and 2012 seasons of the CIK-FIA Academy Championships

Name of the company:

RENTAL PRICE PER KART PER SEASON

	BEFORE TAX	INCLUSIVE OF ALL TAXES AND CHARGES
Rental price per season*	€	€

PURCHASE PRICE PER KART FOR PRIVATE TESTING

	BEFORE TAX	INCLUSIVE OF ALL TAXES AND CHARGES
Purchase price at the production site	€	€

Proposed method of payment:

* A season shall comprise one occasion of OFFICIAL TESTING and 3 EVENTS

Appendix IV: Draft Catalogue price list

(to be provided/completed by PROVIDER as necessary)

Item	Price in Euros for 2010 calendar year inclusive of all taxes and charges
One PRODUCT (N.B. Price must be for use of one PRODUCT at all EVENTS and OFFICIAL TESTING in a calendar year and must be inclusive of engineering support, spare parts and consumables required for a calendar year as set out in SPECIAL CONDITION 4.1)	
Replacement homologated chassis	
Replacement homologated rear brakes	
Replacement homologated bodywork (price per element)	
Replacement rear axle	
Replacement hubs	
Replacement front spindles	
Replacement bearings	
Replacement steering column	
Replacement floor tray	
Replacement stabilisers	
Replacement brake disc holders	
Replacement sprocket holders	
Replacement rims	
Replacement radiator	
Replacement seat	

Appendix V: Indexation Formula

The prices charged to COMPETITORS during the 2011 and 2012 seasons, shall be the amount shown for 2010 in the PRICING FORM increased annually in accordance with the positive variation of the “Consumer prices – All items” index published by the Organisation for Economic Cooperation and Development (OECD) in “Main Economic Indicators”. The indexation shall be in accordance with the variation between such base index and the index published in the October edition of “Main Economic Indicators” for the year to which the indexation applies.