



## **INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT**

### **TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS**

The FIA's objective is to select one or several suppliers of tyres whose task will be to ensure the production and delivery of the **tyres** in the 2024 FIA Motorsport Games (hereinafter "the Championship"), to take place in Valencia (Spain) on 24-27 October 2024, for the following Competitions:

- GT [Endurance] (GT3 category);
- GT Sprint (GT3 category);
- Touring Car (TCR category);
- Rally2 Tarmac (Rally2 category, including Rally All Stars);
- Rally2 Gravel (Rally2 category, including Rally All Stars);
- Rally4 Tarmac (Rally4 category);
- Rally4 Gravel (Rally4 category);
- F4 (Formula 4 category); and
- Karting Sprint (OK-N, OK-NJ and Mini Kart categories).

Interested parties are hereby invited to tender to become the exclusive supplier of tyres for one or more of the above Competitions in the 2024 edition of the Championship.

Tenderers may apply to supply one or more of the above Competitions. Tenderers who apply to supply more than one Competition are invited to submit separate bids for each Competition, as well as one bid covering all the Competitions for which they apply.

*As per example:*

*Company A lodges one proposal for only the GT Sprint.*

*Company B lodges proposals for:*

- *GT [Endurance] only*
- *GT Sprint only*
- *Touring Car only*
- *Rally2 Tarmac only*
- *Rally2 Gravel only*
- *Rally4 Tarmac only*
- *Rally4 Gravel only*
- *F4 only*
- *Karting Sprint only*
- *GT [Endurance], GT Sprint, Touring Car, Rally2 Tarmac, Rally2 Gravel, Rally4 Tarmac, Rally4 Gravel, F4 and Karting Sprint combined.*

By submitting a bid, tenderers acknowledge that their bid may be selected in any combination of the various Competitions for which they apply. The selected tenderer(s) will then 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 Competitors (not to the FIA) under terms and conditions to be agreed.

Bids must be submitted in accordance with the FIA's "Invitation to tender for sole supply contract - tendering instructions" available on the FIA's website: [www.fia.com](http://www.fia.com), apart from article 1.1.8 and article 3 which will not apply to the present invitation to tender.

**Bids must be sent to the FIA Administration by e-mail to the following addresses: [tenderingprocedure@fia.com](mailto:tenderingprocedure@fia.com).**

Bids will be evaluated on the basis of the criteria and information mentioned below under "Additional Requirements".

The FIA reserves the right at any time, without giving reasons therefore and at its sole discretion, to amend, modify or terminate this invitation to tender and the timeline below (including doing a further round of bids among all or part of the tenderers) and/or to issue a new invitation to tender. Moreover, the FIA reserves the right, without giving reasons therefore and at its sole discretion, not to select any tenderer and/or not to enter into a contract with the selected tenderer.

Publication of invitation to tender:	1 December 2023
<b>Tender submission deadline:</b>	<b>1 February 2024</b>
Notification of decision as to selection of tenderer(s):	by 29 February 2024

## **ADDITIONAL REQUIREMENTS**

### **1. CRITERIA**

Among other elements mentioned in these “Additional Requirements”, bids will be evaluated on the basis of the Technical Specifications and other applicable regulations, sporting equity, industry expertise, safety and cost reduction.

In addition, the FIA may consider the following parameter: commitments, actions, credibility and experience from the tenderer in favour of a more sustainable motorsport and mobility.

### **2. TECHNICAL SPECIFICATIONS**

Tenderers are required to fill in the tyre fitment chart as per Appendix II.

### **3. SUSTAINABILITY**

Tenderers are invited to:

- Fill in their commitments to sustainability as per Appendix III; and
- Take note of Special Condition 6 (Sustainability) of the draft Contract below regarding their sustainability obligations.

### **4. MARKETING RIGHTS**

Tenderers are invited to contact the Promoter of the Championship with regard to the acquisition of commercial rights in connection with the Championship. To that end, a presentation is available from the Promoter on request.

The tenderer shall provide all details relating to the financial or in-kind contribution (e.g. additional benefits to the Competitors) it undertakes to make in exchange for commercial rights in its bid.

The Promoter’s contact details are:

#### **SRO MOTORSPORTS EUROPE LTD**

Anthony Comas

110 Old Brompton Road, SW7 3RA, London, UK

E-mail: [anthony@sro-motorsports.com](mailto:anthony@sro-motorsports.com)

Phone number: +44 (0)7917 693 066

### **5. STANDARD DUE DILIGENCE**

In the context of this invitation to tender, tenderers are also invited to fill in the “Questionnaire Compliance – Due Diligence” attached in Appendix VI.

The FIA reserves the right to carry out further due diligence, including financial due diligence, on the tenderers and their considered sub-contractors.

DRAFT CONTRACT FOR SUPPLYING TYRES  
IN THE 2024 FIA MOTORSPORT GAMES

**BETWEEN**

**FEDERATION INTERNATIONALE DE L'AUTOMOBILE**

Place de la Concorde 8  
75008 Paris  
France

hereinafter referred to as the "**FIA**"

ON THE ONE HAND,

**AND**

[•]

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

ON THE OTHER HAND,

Hereinafter together referred to as the "**PARTIES**".

## **PART 1 - GENERAL CONDITIONS**

### **RECITALS**

- (A) The FIA'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 FIA 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 FIA 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 FIA will continue the annual publication of the GOVERNING RULES.
- (E) The FIA 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 FIA and the PROVIDER will enter into this CONTRACT pursuant to which the PROVIDER will be appointed as the sole supplier of the PRODUCT to the CHAMPIONSHIP for the term set out herein.

### **1. APPOINTMENT AND SUPPLY**

- 1.1 The FIA 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 fit for purpose and compliant with APPLICABLE LAWS, 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, the SPORTING REGULATIONS and the TECHNICAL REGULATIONS.
- 2.4 Each SUPPLY AGREEMENT requiring a COMPETITOR to purchase the PRODUCT for use at more than one COMPETITION 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.

- 2.5 If requested by the FIA, 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 FIA, 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 FIA from reviewing relevant agreements or carrying out its regulatory functions (including ensuring that the PRINCIPLES OF SPORTING EQUALITY are maintained).
- 2.6 The FIA 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 FIA's review of a SUPPLY AGREEMENT and/or a request for an amendment to be made.
- 2.7 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 FIA, which shall make a determination in this regard. Where such a determination is made by the FIA, 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 FIA's other rights, the PROVIDER shall indemnify and hold harmless the FIA from and against any claims, demands, costs and damages (including reasonable attorney fees) arising 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;
  - (c) negligence in the supply of the PRODUCT;
  - (d) infringement of any third party's intellectual property rights by the PRODUCT; or
  - (e) any other default 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 GENERAL CONDITION 3.1 and hereby covenants to maintain such position for the period of time during which the PROVIDER may be liable.
- 3.3 Notwithstanding GENERAL CONDITIONS 3.1 and 3.2 above, the PROVIDER shall produce an attestation certifying that an insurance policy (including but not limited to public liability, product liability, professional indemnity and employer's liability) has been contracted in its name with a top-ranking international insurance company for covering its liability as PROVIDER under this CONTRACT.

#### **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 FIA 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 FIA in accordance with its terms.

#### **5. TERMINATION**

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 14 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 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 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 GOVERNING RULES are subject to amendment by the FIA 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 GOVERNING RULES.

6.4 The PROVIDER acknowledges that the FIA may take decisions regarding the supply of the PRODUCT, this CONTRACT and any obligations accruing from the GOVERNING RULES through whatever structure it deems appropriate, including through its disciplinary structures. The PROVIDER hereby accepts any such decisions and agrees that it shall not challenge the competence of any FIA disciplinary body acting in accordance with the GOVERNING RULES.

## **7. EVENT CANCELLATION/POSTPONEMENT**

7.1 The PROVIDER acknowledges that the CHAMPIONSHIP or any COMPETITION(s) in any season may be cancelled or postponed.

7.2 If the CHAMPIONSHIP or any COMPETITION(s) are cancelled or postponed in any season for any reason, the PROVIDER acknowledges and agrees that it shall not be required to (and shall not) supply any PRODUCT in respect of such cancelled or postponed CHAMPIONSHIP or COMPETITION(s), save that, if any COMPETITION(s) is rescheduled for a different date, the PROVIDER shall, unless otherwise stipulated by the FIA, supply the PRODUCT, in accordance with the CONTRACT, in connection with any such rescheduled COMPETITION(s) on the new date(s) at no additional cost to the FIA or the COMPETITORS.

7.3 The PROVIDER shall have no right to (and shall not purport to) terminate the CONTRACT or the SUPPLY AGREEMENTS as a result of the cancellation or postponement of the CHAMPIONSHIP or any COMPETITION(s) in any season, or to claim or receive any payment from the FIA or the COMPETITORS of any fees, costs or expenses in respect of PRODUCT which is not supplied as a result of, or compensation from the FIA for any damages, costs, loss or other consequences arising in connection with the cancellation or postponement of the CHAMPIONSHIP or any COMPETITION(s) in any season.

7.4 The PROVIDER shall ensure that the terms of each SUPPLY AGREEMENT shall be consistent with the terms of this GENERAL CONDITION 7.

## **8. CONFIDENTIAL INFORMATION AND COMMUNICATION**

8.1 Each party (including its affiliates, employees, sub-contractors and/or any other third party it may engage for the performance of the CONTRACT) shall treat as confidential all information ("Confidential Information") communicated by the other party or related to this CONTRACT (unless in the public domain or communicated to a party (i) prior to entry into the CONTRACT; or (ii) after entry into the CONTRACT by a third person who communicates it without breaching any obligation of confidentiality of theirs), including the terms of the CONTRACT. Such information shall not be disclosed to any unauthorised third party (unless imposed by law, court or regulatory body of competent jurisdiction). The confidentiality obligation shall continue for 5 years after the end of the CONTRACT.

8.2 Disclosure of Confidential Information to any third party (other than as permitted by GENERAL CONDITION 8.1) shall be permissible only with the prior written consent of the other party.

8.3 Each party may communicate Confidential Information to its affiliates, employees, sub-contractors and/or any other third party it may engage for the performance of the CONTRACT, only to the extent necessary to fulfil the CONTRACT, only on a strict "need to know" basis and only under the condition such recipients of Confidential Information are bound by a confidentiality obligation equivalent to the obligations the parties have under this GENERAL CONDITION 8.



- 8.4 The PROVIDER (including its affiliates, employees, sub-contractors and/or any other third party it may engage for the performance of the CONTRACT) shall not, without the prior express written approval of the FIA, which may be given or withheld in the FIA's absolute discretion:
- (a) make any form of public announcement, press release or similar (including in marketing/promotional materials, on websites/social media platforms or otherwise) relating to the CONTRACT and/or the FIA;
  - (b) use (or cause or permit to be used) the name of the FIA or any trade name, title, trademark or service mark, brand imagery or logo belonging to the FIA, in particular in any form of public announcement, press release or similar (including in marketing/promotional materials, on websites/social media platforms or otherwise).
- 8.5 In case the FIA gives its written consent to the use of its name by the PROVIDER, and unless otherwise agreed in writing, any reference by the PROVIDER to the FIA as a client shall be confined to the inclusion of the FIA's name (i.e. "Fédération Internationale de l'Automobile" or "FIA" only in verbal form - NO LOGO) in a list of reference in alphabetical order, with no prominence.

## **9. GOVERNING LAW AND LANGUAGE**

- 9.1 The language that shall prevail for the interpretation of the CONTRACT shall be English and the CONTRACT and all documents connected with the CONTRACT shall be written in English. In the event of any conflict between the language of the CONTRACT and any translation thereof, the language of the CONTRACT 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 shall prevail.
- 9.2 The governing law of the CONTRACT shall be French law.
- 9.3 The Tribunal de Commerce de Paris, France, shall have sole jurisdiction to settle any dispute that may arise between the FIA and the PROVIDER in connection with the CONTRACT, subject at all times to the provisions of GENERAL CONDITION 6.4.
- 9.4 Without any prejudice to Article 9.3 above, the PROVIDER undertakes to strictly respect the Statutes and Code of Ethics of the FIA as well as the GOVERNING RULES. The PROVIDER hereby agrees to be subject to the internal judicial and disciplinary bodies of the FIA.

## **10. GENERAL**

- 10.1 Nothing in the CONTRACT guarantees or shall be construed as guaranteeing, the solvency of a COMPETITOR. The FIA is not responsible for ensuring that the COMPETITORS satisfy the terms of the SUPPLY AGREEMENTS and the FIA shall not be liable for a failure by any COMPETITOR to satisfy the terms of a SUPPLY AGREEMENT.
- 10.2 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof.
- 10.3 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 FIA. In case of sub-contracting, the PROVIDER remains fully liable for the performance of any part of this CONTRACT and any damages caused by its sub-contractors.

- 10.4 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.
- 10.5 Any variations of the CONTRACT shall be ineffective unless agreed in writing and signed by the parties.
- 10.6 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.
- 10.7 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.
- 10.8 GENERAL CONDITIONS 3, 4, 6, 8, 9 and 10 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**

### **1. SUPPLY OF THE PRODUCT**

- 1.1 The PROVIDER shall supply such quantity of the PRODUCT as is required for each COMPETITOR at each COMPETITION.
- 1.2 The PRODUCT supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP and shall be produced as a single unit of production. For the avoidance of doubt, only PRODUCT from such single unit of production shall be distributed to the COMPETITORS. However, in the event that a change to the PRODUCT is required as a result of an amendment to the TECHNICAL REGULATIONS, only PRODUCTS from a single unit of production as modified to comply with such amendment shall be distributed to the COMPETITORS.
- 1.3 The FIA does not guarantee the PROVIDER a minimum quantity of the PRODUCT to be supplied.
- 1.4 The PROVIDER undertakes to supply to the COMPETITORS at each COMPETITION:
  - 4 sets of dry weather tyres + 3 sets of wet weather tyres in GT [Endurance];
  - 3 sets of dry weather tyres + 2 sets of wet weather tyres in GT Sprint;
  - 3 sets of dry weather tyres + 3 sets of wet weather tyres in Touring Car;
  - 12 tyres in Rally2 Tarmac;
  - 12 tyres in Rally2 Gravel;
  - 8 tyres in Rally4 Tarmac;
  - 8 tyres in Rally4 Gravel;
  - 3,5 sets of dry weather tyres (7 front + 7 rear tyres) + 3 sets of wet weather tyres in F4;
  - 2 new sets of CIK Homologated "Option" tyres (1 set for Free Practice, 1 set for Qualifying practice, Qualifying heats and final phase) + 4 new sets of CIK Homologated "Wet Weather" tyres (2 sets for Free Practice, 2 sets for Qualifying practice, Qualifying heats and final phase) in Karting OK-N and OK-NJ categories;
  - 2 new sets of CIK Homologated "Slick Mini" tyres (1 set for Free Practice, 1 set for Qualifying practice, Qualifying heats and final phase) + 2 new sets of CIK Homologated "Wet Weather Mini" tyres (1 set for Free Practice, 1 set for Qualifying practice, Qualifying heats and final phase) in the Mini Kart category.
- 1.5 The PROVIDER shall draw up and make available to the FIA a record of PRODUCTS supplied which may be consulted at any time by the FIA.
- 1.6 All PRODUCTS supplied must be suitable for use at all times during the COMPETITIONS.
- 1.7 The PROVIDER undertakes to supply all PRODUCTS intended for the use in the COMPETITIONS with specific means of identification (RFID chip and/or barcode) as well as with an identification number engraved in the sidewall for each PRODUCT.

- 1.8 If requested by the FIA, the PROVIDER shall work in close collaboration with the FIA and/or any designated third-party supplier to enable the proper performance of this CONTRACT.
- 1.9 In the event that the PRODUCT and/or associated services do not comply with the terms of this CONTRACT, the PROVIDER shall, at its own expense, carry out all necessary measures to remedy such non-compliance, including additional testing, within the reasonable time limit fixed by the FIA. In the event that such non-compliance is not remedied by the PROVIDER within the fixed time limit, the FIA may, at its sole discretion, without prejudice to the PROVIDER's obligations under this CONTRACT and to any other rights the FIA may have in such circumstances: (i) request from the PROVIDER any appropriate and reasonable changes to the supply conditions of the PRODUCT and/or associated services; and/or (ii) request the PROVIDER to appear before any FIA body and to provide it with all useful explanations, and the PROVIDER shall comply with any such requests.

## **2. DELIVERY OF THE PRODUCT**

- 2.1 The PROVIDER shall ensure at its own expense the transportation and delivery of the PRODUCT (including custom obligations) to the site of each COMPETITION and shall provide at no additional cost all necessary personnel and equipment at each COMPETITION to distribute the PRODUCT to the COMPETITORS.
- 2.2 Notwithstanding the generality of SPECIAL CONDITION 2.1, the PROVIDER shall install one PRODUCT distribution centre able to mount, dismount, balance and control the pressure of the PRODUCT at the site of each COMPETITION. The PROVIDER shall ensure that each COMPETITOR shall have access to such distribution centre in accordance with the SPORTING REGULATIONS, the TECHNICAL REGULATIONS and the PRINCIPLES OF SPORTING EQUALITY.
- 2.3 The PROVIDER shall be present at each COMPETITION and ready to distribute the PRODUCT at least 48 hours before scrutineering.
- 2.4 The PROVIDER shall take care of the mounting and removal of the PRODUCTS free of charge for the COMPETITORS.
- 2.5 The PROVIDER shall ensure that representatives of the PROVIDER are present on-site throughout the duration of each COMPETITION and, in addition, shall ensure that there shall be at least one appropriately qualified and senior representative of the PROVIDER available on-site throughout the duration of each COMPETITION.
- 2.6 The PRODUCT shall be available to the FIA no later than 1 September 2024 and shall not be made available to anyone other than the FIA before that date.
- 2.7 The PRODUCT shall be made available to each COMPETITOR no later than 21 October 2024.

## **3. MANUFACTURING CONDITIONS OF THE PRODUCT AND TECHNICAL CONTROL**

- 3.1 The PROVIDER shall provide to the FIA a detailed technical study of the PRODUCT for the approval of the FIA ENGINEER. In the event that an amendment is made to the TECHNICAL REGULATIONS that requires an amendment to the PRODUCT, the PROVIDER shall provide to the FIA a detailed technical study of the amended PRODUCT 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.

3.3 Technical checks may be carried out on samples taken either directly from the PROVIDER or during the COMPETITION (PRODUCT used by the COMPETITORS during the running of the COMPETITION) comparing the quality of the PRODUCT distributed with that of the samples taken.

3.4 Any costs for checks or technical analysis of the PRODUCT shall be borne by the PROVIDER.

#### **4. PRICING OF THE PRODUCT**

4.1 The price of the PRODUCT and associated services supplied pursuant to the CONTRACT shall be as further detailed on the PRICING FORM in APPENDIX I, which amount shall be exclusive of any applicable VAT (or equivalent sales tax) but inclusive of all other taxes and charges, and which amount shall not be increased for any reason.

4.2 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.

#### **5. DATA AND INTELLECTUAL PROPERTY**

5.1 Save for the purposes of providing the PRODUCT and associated services under this CONTRACT and the SUPPLY AGREEMENTS, the PROVIDER agrees and acknowledges that no data relating to a COMPETITOR or a COMPETITION may be reproduced, stored in a retrieval system, or transmitted in any form or by any means electronic, mechanical, photocopying, recording, broadcasting means or otherwise to any other party than the FIA without the FIA's express prior written approval.

5.2 The PROVIDER warrants that the PRODUCT does not infringe any third party's registered or non-registered foreign or domestic intellectual property rights, such as patent, design, trade mark, service mark, copyright, right of confidence or know-how.

#### **6. SUSTAINABILITY**

6.1 The PROVIDER shall comply with its commitments to sustainability as set out in the APPENDICES.

6.2 The PROVIDER shall use best endeavours to ship raw materials and supply finished products under the CONTRACT and the SUPPLY AGREEMENTS by sea, road or rail freight only.

6.3 The PROVIDER shall provide evidence that all materials (especially bio-based products) are produced and managed in a sustainable manner all along the value chain (e.g FSC/ISCC+ certification, GPSNR Policy Framework, etc.) prior to the commencement of supply under the CONTRACT.

6.4 The PROVIDER shall be responsible for the management and cost of the tyres' end of life and second life, and shall provide an evidence-based strategy (landfill will not be accepted). Evidence shall be provided prior to commencement of supply and during the term of the CONTRACT.

#### **7. MARKETING RIGHTS**

7.1 For the avoidance of doubt, the PROVIDER is not granted any marketing, promotional or other similar rights in relation to the appointment under this CONTRACT.

- 7.2 The PROVIDER shall have no rights to brand the PRODUCT (white label) without first entering into a separate written agreement with the Promoter of the CHAMPIONSHIP for the grant of these rights.
- 7.3 All marketing and association rights possibly granted to the PROVIDER in connection with the CHAMPIONSHIP shall be dealt with in a separate agreement between the PROVIDER and the Promoter of the CHAMPIONSHIP. In particular, the PROVIDER shall have no rights to refer to itself or authorise any third party to refer to the PROVIDER (whether in marketing/promotional materials, on websites/social media platforms or otherwise) as a supplier or service provider (or similar) to the CHAMPIONSHIP without first entering into a separate written agreement with the Promoter of the CHAMPIONSHIP for the grant of these rights.

### **PART 3 - DEFINITIONS**

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

- 1.1 **APPENDICES** means the appendices set out at the end of the CONTRACT.
- 1.2 **APPLICABLE LAWS** means all laws, statutes, regulations, ordinances, orders, decrees, codes of practice, guidelines, directions, relevant industry, safety and ethical standards (including but not limited to health and safety, product design or construction/manufacturing) and any other applicable rules of the jurisdictions where the FIA and/or the PROVIDER and/or the COMPETITORS operate, and/or where the PRODUCT is supplied or used, regardless of the governing law of this CONTRACT.
- 1.3 **CHAMPIONSHIP** means the following COMPETITIONS of the 2024 FIA Motorsport Games:
  - [•]
  - [•]
- 1.4 **COMPETITION(S)** means any race forming part of the CHAMPIONSHIP. A COMPETITION 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.
- 1.5 **COMPETITORS** means the racing teams that have been accepted by the FIA to take part in the CHAMPIONSHIP.
- 1.6 **CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS, the DEFINITIONS and the APPENDICES. In case of contradiction between the elements of the CONTRACT: the GENERAL CONDITIONS, the SPECIAL CONDITIONS and the DEFINITIONS will prevail over the APPENDICES. In case of contradiction between the various APPENDICES, their order of priority will correspond to their numbering order.
- 1.7 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.8 **FIA** means the Fédération Internationale de l'Automobile (FIA).
- 1.9 **FIA ENGINEER** means the technician appointed by the FIA to carry out all technical checks and controls and to grant the necessary approval prior to the starting up of production.
- 1.10 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.11 **GOVERNING RULES** means:
  - (a) The FIA International Sporting Code and the Appendices thereto;
  - (b) the FIA General Prescriptions applicable to all FIA Championships, Challenges, Trophies and Cups;
  - (c) the SPORTING REGULATIONS applicable to the CHAMPIONSHIP;
  - (d) the TECHNICAL REGULATIONS applicable to the CHAMPIONSHIP;

- (e) the Code of Ethics of the FIA;
  - (f) The FIA Standards of Conduct for Suppliers (APPENDIX IV);
  - (g) The Judicial and Disciplinary Rules of the FIA;
  - (h) Any other regulations applicable to the CHAMPIONSHIP.
- 1.12 **PRICING FORM** means the pricing form provided at APPENDIX I stating the prices at which the PRODUCT and associated services will be supplied at the site of the COMPETITION and on the PRODUCTION SITE to the COMPETITORS.
- 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 tyres, as such word is described in the SPORTING REGULATIONS and TECHNICAL REGULATIONS.
- 1.15 **PROVIDER** means [•].
- 1.16 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.
- 1.17 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.
- 1.18 **SPORTING REGULATIONS** means the Sporting Regulations applicable to each COMPETITION of the CHAMPIONSHIP as published and amended by the FIA from time to time. The Sporting Regulations are available on the FIA website: [ww.fia.com](http://ww.fia.com).
- 1.19 **SUPPLY AGREEMENT** 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.
- 1.20 **TECHNICAL REGULATIONS** means the Technical Regulations applicable to each COMPETITION of the CHAMPIONSHIP as published and amended by the FIA from time to time. The Technical Regulations are available on the FIA website: [www.fia.com](http://www.fia.com). In particular, the following TECHNICAL REGULATIONS are applicable:



- Rally 2: 2024 Appendix J – Article 261 Specific Regulations for Cars in Group Rally 2;
- Rally 4: 2024 Appendix J – Article 260 Specific Regulations for Cars in Groups Rally 4;
- FIA GT3 : 2024 Appendix J – Article 257A Technical Regulations for Grand Touring Cars;
- FIA F4: 2024 Appendix J – Article 274 Formula 4 Technical Regulations;
- FIA TCR Technical Regulations (under licence from WSC);
- Karting Sprint: CIK-FIA Technical Regulations.

1.21 **TECHNICAL SPECIFICATIONS** means the technical requirements applicable to the PRODUCT (see APPENDIX II).

Signed

On behalf of the FIA:

On behalf of the PROVIDER:

In his/her capacity as:

In his/her capacity as:

In:

In:

On:

On:

## **APPENDICES**

I – PRICING FORM

II – TECHNICAL SPECIFICATIONS

III – COMMITMENT TO SUSTAINABILITY

IV – FIA STANDARDS OF CONDUCT FOR SUPPLIERS

V – PROVIDER'S OFFER DATED [•]

VI – QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE

**APPENDIX I**

**PRICING FORM**

**2024 FIA Motorsport Games - Tyres**

**Name of the Company:** .....

		PRICE BEFORE TAX (EUR)		PRICE INCLUSIVE OF ALL TAXES AND CHARGES (EUR)	
		Dry weather tyre	Wet weather tyre	Dry weather tyre	Wet weather tyre
TYRE DELIVERED, FITTED ON THE RIM AT THE SITE OF THE COMPETITION	GT [Endurance] (GT3 category)				
	GT Sprint (GT3 category)				
	Touring Car (TCR category)				
	Rally2 Tarmac (Rally2 category)				
	Rally2 Gravel (Rally2 category)				
	Rally4 Tarmac (Rally4 category)				
	Rally4 Gravel (Rally4 category)				
	F4 (Formula 4 category)				
TYRE PURCHASED DIRECTLY AT THE PRODUCTION SITE	GT [Endurance] (GT3 category)				
	GT Sprint (GT3 category)				
	Touring Car (TCR category)				
	Rally2 Tarmac (Rally2 category)				
	Rally2 Gravel (Rally2 category)				
	Rally4 Tarmac (Rally4 category)				
	Rally4 Gravel (Rally4 category)				
	F4 Cup (Formula 4 category)				

Please note that the Pricing Form for the supply of tyres for Karting Sprint (OK-N, OK-NJ and Mini Kart categories) is on the next page.

**CIK homologated "Option Tyres" and "Wet Weather Tyres" for OK-N and OK-NJ categories  
(estimated participation per category: 36 Competitors)  
+ CIK homologated "Slick Mini Tyres" and "Wet Weather Mini Tyres" for Mini Kart category  
(estimated participation per category: 44 Competitors)**

**Name of the Company:** .....

	unit price (€ excl. VAT)
<b>PRODUCT PACKAGE (to be charged to the Purchaser) *</b>	
Cost of 1 (one) set of "Option" tyres	
Cost of 1 (one) set of "Wet Weather" tyres	
Cost of 1 (one) set of "Slick Mini" tyres	
Cost of 1 (one) set of "Wet Weather Mini" tyres	
<b>SPARE PARTS (to be charged to the Competitors according to effective use) **</b>	
Replacement tyre (rear): "Option"	
Replacement tyre (front): "Option"	
Replacement tyre (rear): "Wet Weather"	
Replacement tyre (front): "Wet Weather"	
Replacement tyre (rear): "Slick Mini"	
Replacement tyre (front): "Slick Mini"	
Replacement tyre (rear): "Wet Weather Mini"	
Replacement tyre (front): "Wet Weather Mini"	
Other	

\* Inclusive of all services required for the proper performance of the Contract, in particular staff/technical support, transportation and delivery of the Product (including custom obligations), insurance and travel/accommodation.

For informational purposes, please provide details of the following costs (which should in any case be included in the price of the Product):

Insurance fee (for covering the Product against any physical loss and/or damage whilst in transit, in storage, and in use) (excess premium, if any, shall be borne by the Provider)	
Transport cost, including: <ul style="list-style-type: none"> <li>• Main transport;</li> <li>• Pre- and post-carriage, where applicable;</li> <li>• ATA carnet, customs duties and formalities and any taxes, where applicable;</li> <li>• Special handling to load/unload the equipment;</li> <li>• Storage fees for late clearance, where applicable;</li> <li>• Transit insurance.</li> </ul>	

\*\* In the event that there are any disputes between the Provider and any Competitor as to what constitutes reasonable wear and tear or defect (at the expense of the Provider), and what constitutes unreasonable use (at the expense of the Competitor), the Provider shall refer the matter to the FIA for a determination. The Provider accepts that the FIA's determinations in this regard shall be final.

**APPENDIX II**

**TECHNICAL SPECIFICATIONS**

**2024 FIA Motorsport Games  
Tyre fitment chart**

MSG Discipline	Car Model	Front			Front		
		Rim Size	Dry Tyre Size & Type	Wet Tyre Size & Type	Rim Size	Dry Tyre Size & Type	Wet Tyre Size & Type
GT [Endurance] (GT3 category)	GT3	12"X18" 12.5"X18" 13"X18"	Complete wheels: max width 14"; max diameter 28"	Complete wheels: max width 14"; max diameter 28"	13"X18"	Complete wheels: max width 14"; max diameter 28"	Complete wheels: max width 14"; max diameter 28"
GT Sprint (GT3 category)	GT3	12"X18" 12.5"X18" 13"X18"	Complete wheels: max width 14"; max diameter 28"	Complete wheels: max width 14"; max diameter 28"	13"X18"	Complete wheels: max width 14"; max diameter 28"	Complete wheels: max width 14"; max diameter 28"
Touring Car (TCR category)	TC	10"X18"	Max. width 280 mm	Max. width 280 mm	10"X18"	Max. width 280 mm	Max. width 280 mm
Rally2 Tarmac (Rally2 category)	Rally2	As per App J-261			As per App J-261		
Rally2 Gravel (Rally2 category)	Rally2	As per App J-261			As per App J-261		
Rally4 Tarmac (Rally4 category)	Rally4	As per App J-260			As per App J-260		
Rally4 Gravel (Rally4 category)	Rally4	As per App J-260			As per App J-260		
F4 (Formula 4 category)	F4	As per App J-274A			As per App J-274A		
Karting Sprint	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**APPENDIX III**

**COMMITMENT TO SUSTAINABILITY**

As part of its commitment to sustainability, the FIA encourages responsible practices with respect to effective environmental management.

As a minimum requirement, the tenderer must comply with any legal requirements related to environmental and social responsibility in force in countries where the organisation operates and be able to provide evidence of compliance, if requested. Tenders include sustainability selection criteria that reflect practices and solutions that go beyond the minimum requirements. They aim to value the proposal of suppliers who provide the most sustainable solutions.

We focus our requirements for suppliers in four priority areas. Some of these apply directly to products, others to production methods and overall organisation’s policy and operations. The tenderer’s offer and organisation will be assessed according to the following criteria:

PRIORITY AREA	CLARIFICATION	EVIDENCE OF COMPLIANCE	COMMENTS
<b>CRITERIA APPLICABLE TO THE ORGANISATION</b>			
<b>a) Sustainability in the organisation</b>			
	Sustainable development is integrated into the tenderer organisation’s system: certified environmental management e.g. ISO 14001 (efficient use of resources, reduction of waste, transport and travel policy, etc.), environmental/ESG policy, sustainable procurement policy, carbon footprint calculation, carbon neutrality commitment, reduction targets, etc.		
<b>b) Social responsibility</b>			
The tenderer ensures that its products/services are delivered ethically. Notably, the tenderer guarantees the respect of:	Working conditions and social protection		
	Health and safety of employees, consumers, and users		
	Ethics and anticorruption		
	Equal opportunities and diversity		
	Social due diligence in the supply chain: human rights,		

	prevention of discrimination, etc.		
<b>CRITERIA APPLICABLE TO THE PRODUCTS - SUBJECT MATTER OF THE TENDER</b>			
<b>c) Environmental and carbon footprint</b>			
The tenderer is aware of the environmental impact generated by the <b>products</b> and adopts solutions to minimise impact:	Local supply of raw materials and transport by sustainable means		
	Carbon emissions calculation and reduction plan, carbon compensation scheme for residual emissions		
	Sustainable energy sourcing and reduction of energy consumption		
	Measures to reduce negative impact on the natural environment throughout the product/service lifecycle, e.g., prevention of pollution, limitation of use of synthetic materials, reduction of waste, etc.		
	Implementation of traceability of materials across the supply chain		
<b>d) Circular Economy</b>			
The tenderer takes into account the principles of circular economy in every stage of <b>products/goods</b> lifecycle:			
Design and manufacturing:	Integration of renewable, recycled, or reused materials and provision of certificates/proofs		
	Integration of materials that are recyclable / suitable for reuse or other material recovery		
	Design for increased lifespan & recycling		



	Optimisation of quantities and elimination of surplus materials		
Use	Solutions to increase duration of use whilst maintaining the sporting performance		
	Reduce the number of tyres used during a CHAMPIONSHIP season. E.g. dismounting and remounting of unused or part-used tyres.		
Distribution	Propose initiatives to reduce the CO <sub>2</sub> emissions related to logistics: <ul style="list-style-type: none"> <li>• Reduction in freight mass and/or volume</li> <li>• Prioritising sea-freight over airfreight</li> <li>• Reduction in number of people travelling</li> </ul>		
End of life:	Propose sustainable end-of-life solutions (take back scheme, recycling/reuse options, return product to the recycling plant by sea freight or viable options for suitable treatment by recovery facilities in the country of product use, to reduce transport; if possible eliminate energy recovery)		

The tenderer is required to describe and provide evidence of how these criteria are met within its organisation and within the value chain. Evidence of compliance includes but is not limited to, certificates, accreditations and labels, business policies and related documents, or any other evidence that attests that the tenderer's commitments are accurate. The FIA reserves the right to request further information or evidence.

## APPENDIX IV

### FIA STANDARDS OF CONDUCT FOR SUPPLIERS

#### 1 – GENERAL

1.1 The activities of the Fédération Internationale de l'Automobile ("**FIA**") are to be conducted in compliance with all applicable laws, statutes, regulations, ordinances, orders, decrees, codes of practice, guidelines, directions, relevant industry and ethical standards and any other applicable rules of the jurisdictions where the FIA and/or its suppliers operate ("**Applicable Law**").

1.2 The FIA further acts in a socially responsible manner, and has issued these standards of conduct for suppliers ("**Standards**") to set out its high expectations in the areas of health and safety, human rights and employment practices, environmental management and sustainability, business integrity and anti-bribery policies, and related fields.

1.3 These Standards apply to all individuals, companies, consultants, vendors, contractors, agents and any other entities that provide services and/or supply material or other products to the FIA ("**Suppliers**"), as well as to their own employees, suppliers, sub-contractors, agents and related entities.

1.4 Suppliers must comply with the Applicable Law and these Standards. They guarantee similar compliance for the work performed by their employees, suppliers, sub-contractors, agents and related entities. When the Applicable Law and these Standards cover the same subject matter, the ones setting the highest standards apply. When these Standards contradict the Applicable Law, the Applicable Law prevails.

1.5 As part of these Standards, the FIA further expects its Suppliers to abide by the generally recognised principles inspired by the international conventions and instruments of the United Nations (UN) (in particular the UN Guiding Principles on Business and Human Rights and the UN Global Compact), the International Labor Organization (ILO), the Organisation for Economic Co-operation and Development (OECD) (in particular the OECD Guidelines for Multinational Enterprises), as well as any similar protection norms.

1.6 Suppliers shall periodically review their practices, conduct periodic self-evaluations, due diligence and establish management systems for sustainable practices to ensure that they, as well as their employees, suppliers, sub-contractors, agents and related entities, are complying with the Applicable Law and these Standards. These Standards supersede any previous standards for Suppliers issued by the FIA.

1.7 The FIA may conduct or to have conducted on its behalf inspections, audits and/or due diligence checks of facilities and business practices to monitor Suppliers' compliance with the Applicable Law and these Standards, and fulfilment by Suppliers and their employees, suppliers, sub-contractors, agents and related entities of their undertakings. Suppliers shall provide any relevant information and documents, and give access to the representatives of the FIA to verify such compliance. Suppliers shall undertake to improve or correct any inadequacy. Suppliers shall keep sufficient authentic and accurate records to prove compliance. Failure to cooperate or to provide the information requested shall constitute a breach of these Standards.

1.8 The FIA may terminate or suspend its relationship with any Supplier, as well as resort to any other remedy available, when that Supplier does not comply with the Applicable Law and/or these Standards.

1.9 These Standards may be amended by the FIA from time to time. Their enforcement and interpretation rest solely with the FIA and do not confer or create any rights in favour of any party other than the FIA.

1.10 Should Suppliers need additional information or guidance on these Standards, or wish to report a violation, whether actual or potential, they shall contact the FIA Ethics Committee and/or the FIA Compliance Officer<sup>1</sup>.

## **2 - HEALTH AND SAFETY**

2.1 Suppliers must provide their personnel with safe and healthy working conditions, in order to avoid accidents or injuries which could be caused by, be related to or derive from their work, including during the use of equipment or during work-related travel. Suppliers must implement proceedings and training programs to detect, avoid and minimise any risk to health and safety of the personnel. Suppliers' facilities are to be constructed and maintained in accordance with the Applicable Law and the relevant industry standards.

2.2 Suppliers working with the FIA or onsite at the FIA's premises or at any other location must work in a way that assures their own safety and the safety of others in compliance with the Applicable Law, including the applicable FIA and governmental, environmental, health and safety requirements. Any incidents that may impact the FIA must be reported promptly.

## **3 - HUMAN RIGHTS AND EMPLOYMENT PRACTICES**

### **Dignity and Fundamental Rights**

3.1 Suppliers must treat the FIA and their own personnel with dignity and respect.

3.2 Suppliers represent and warrant that they, as well as their employees, suppliers, sub-contractors, agents and related entities, protect and safeguard human dignity and fundamental rights under any and all circumstances.

3.3 Suppliers comply with, and maintain awareness of, the Applicable Law in the countries where they conduct business. Suppliers conduct business responsibly, with integrity, honesty and transparency, and adhere to the standards set forth therein.

### **Discrimination, Harassment**

3.4 Suppliers must comply with the Applicable Law, including all applicable employment laws and regulations, prohibiting discrimination in the workplace. There shall be no discrimination or any other form of unjustified inequality on the basis of race, skin colour, gender, sexual orientation, ethnic or social origin, language, religion, philosophical or political opinion, family situation or disability.

3.5 The FIA does not permit intimidation or hostility and will not tolerate any behaviour from Suppliers that might harass, disrupt or interfere with another person's ability to work.

### **Child Labor**

3.6 Suppliers represent and warrant that they, as well as their employees, suppliers, sub-contractors, agents and related entities, comply with the Applicable Law and do not resort to any form of child labor or other exploitation of children which are not allowed under the applicable labor and employment laws and regulations.

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<sup>1</sup> ethics-committee@fia.com

3.7 Suppliers must adhere to the minimum employment legal age limit defined by the Applicable Law, and comply with the 1999 ILO Convention No. 182<sup>2</sup> on the worst forms of child labour and the 1973 ILO Convention No. 138<sup>3</sup> on the minimum age for admission to employment and work.

3.8 In no instance may a Supplier permit children to perform work that exposes them to undue physical risks that can cause physical, mental or emotional harm or improperly interfere with their schooling (except as may be permitted under apprenticeship or similar programs in which the minor is lawfully participating).

#### **Forced, Bonded or Indentured Prison Labor, Slavery and Human Trafficking**

3.9 Suppliers must not manufacture products or render services (or incorporate any materials therein that have been manufactured) in violation of laws governing workers' human rights, including human trafficking and slavery.

3.10 Suppliers confirm not using, in providing goods and services, involuntary or forced labor, whether indentured, bonded, prison labor or otherwise. This includes transporting, harbouring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services.

3.11 Suppliers confirm not to have confiscated or withheld workers' identity documents or other valuable items, including passports, work permits and travel documentation.

3.12 Suppliers confirm not to have unreasonably withheld or diverted workers' wages.

3.13 Suppliers must comply with the Applicable Law to prevent undeclared, illegal and clandestine employment.

#### **Wages and Working Hours**

3.14 Suppliers must compensate all employees by providing wages, overtime pay, benefits and paid leave which as a minimum comply with the requirements under the Applicable Law. Suppliers shall also comply with the applicable rules and standards pertaining to working hours, subject to any exemptions relevant to events and competitions in the field of automotive and motor sports under the applicable laws and regulations.

#### **Drugs**

3.15 Suppliers must not possess, use or sell illegal drugs on the FIA's premises and/or at the FIA events or perform their work under the influence of alcohol, illegal drugs and any performance-enhancing substances. They shall make sure that the same applies to their employees, suppliers, sub-contractors, agents and related entities. In compliance with the applicable anti-doping regulations, all doping practices are strictly prohibited within the framework of the competitions organised by the FIA.

### **4 - ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY**

4.1 Suppliers must comply with the Applicable Law in relation to the protection of the environment.

4.2 Suppliers must obtain any environmental permits and/or authorizations required and act in accordance with such permits and/or authorizations.

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<sup>2</sup> Available at: [http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C182](http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C182)

<sup>3</sup> Available at: [https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C138](https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138)

4.3 Suppliers shall endeavour to protect the environment on the occasion of any events they organise and/or within their business operations. They shall take reasonable endeavours that their operations are consistent with the generally accepted standards for environmental protection in their industries, and that on an ongoing basis, they join the FIA in its objective continuously improve its sustainability and environmental focus.

## **5 - BUSINESS INTEGRITY**

5.1 In addition to complying with the Applicable Law, Suppliers conduct business responsibly, with integrity, honesty and transparency, and adhere to the following standards of business integrity:

### **Corruption and Bribery**

5.2 Suppliers are prohibited from engaging directly or indirectly in any form of corrupt practices and/or bribery, as well as any related illegal or unethical practices.

5.3 Corrupt practice means any form of misuse of power for any form of gain. Acts of corruption are usually intended to influence an individual in the performance of his work to act dishonestly and/or improperly.

5.4 A bribe is an inducement or reward or any form of benefit offered, promised, given or authorised, directly or indirectly: (i) to improperly influence anyone, or (ii) to reward anyone for the performance of any function or activity in order to secure or gain any commercial, contractual, regulatory or personal advantage. A bribe can take many forms, for example: (i) a direct or indirect promise or offer of something of value; (ii) the offer or receipt of a kickback, fee, reward or other form of benefit; (iii) the giving of aid or donations; (iv) the use of voting rights designed to exert improper influence.

5.5 In particular, Suppliers are prohibited from directly or indirectly paying anything of value to a government or other public official in order to:

- Obtain or retain business or improperly influence the act or decision of any government official, political party, candidate for political office, or official of a public international organization;
- Gain an improper advantage; or
- Illegally influence the action of any individual, customer, company, or company representative.

5.6 Suppliers are required to keep accurate and transparent records that reflect actual transactions and payments.

### **Gifts and Entertainment**

5.7 Gifts and entertainment are not needed in order to conduct business with the FIA and are highly discouraged.

5.8 The following situations are always inappropriate and are expressly prohibited in relation to FIA employees, representatives, agents, appointees, consultants, volunteers, officers, commission members, sporting officials, etc., and third parties acting on behalf of the FIA:

- Offering any gift, entertainment, preferred treatment and/or any other advantage while involved in a current purchasing or contracting decision process (e.g. invitation to tender, call for interest, request for quotation, request for interest, request for proposals and any other form of calls for expression of interest);
- Any gift of currency, including "gift cards" ;
- Any gift (e.g. branded items, stationery, calendars, pens, etc), that is not compliant with the Applicable Law and/or local customs;
- Offering hospitality or any other form of entertainment that is not compliant with the Applicable Law and/or local customs;

- Offering an opportunity to purchase products, services, or benefit from a financial interest, under terms which are not available to other employees, suppliers, sub-contractors, agents and related entities.

5.9 The giving or receipt of gifts by Suppliers in the fulfilment of their duties for the FIA is not prohibited if all of the following requirements are met: (i) the gift complies with the Applicable Law, including the local standards and customs of the recipient's and the givers' country; (ii) the gift is not made with the intention of obtaining or retaining business or a business advantage, or of rewarding the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits; (iii) the gift is given openly, not secretly; (iv) the gift cannot be viewed as excessive under local standards and customs (e.g. stationery, calendar, wine, sweets, etc.), and is only provided as a courtesy, token of esteem or gratitude for the service rendered, or a mark of friendship, when the circumstances so justify for example at an event or a specific period of the year (e.g. Christmas); and (v) the gift does not include cash or a cash equivalent (such as gift certificates, checks or vouchers). The value of a gift should not exceed, in any event, an amount of CHF 100.

5.10 The FIA appreciates that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift is reasonable and justifiable. The intention behind the gift should always be considered.

5.11 The hospitality shown to Suppliers and the persons accompanying them shall not exceed the standards prevailing in the host country or in the event that they attend. The intention behind the hospitality should always be considered.

5.12 In case of doubt or queries concerning the above requirements, in particular the value of a gift or nature of the hospitality, the FIA Ethics Committee and/or the FIA Compliance Officer should be consulted before acceptance.

## **6 - CONFLICTS OF INTEREST**

6.1 Suppliers may not perform their duties in situations involving a perceived, apparent, potential and/or actual conflict of interest, and they must endeavour to avoid creating any such situations.

6.2 A conflict of interest arises when personal interests or activities influence, or appear to influence, the ability to act in the best interests of the FIA. Some situations that could cause a conflict of interest include:

- Having a significant financial investment in any company that competes, does business, or seeks to do business with the FIA. A significant financial interest includes voting control, or an ownership of more than 1% of the outstanding capital of a business, or an investment that represents more than 5% of the investor's total assets;
- Providing similar services for direct competitors of the FIA, with access to confidential or competitive information;
- When family members or partners work for the FIA or another FIA supplier.

6.3 Suppliers must disclose any perceived, apparent, potential and/or actual conflicts of interest to the FIA Ethics Committee and/or the FIA Compliance Officer. In case of doubt concerning any conflicts of interest, disclosure or at least consultation should be favoured.

6.4 Failure to disclose any such conflicts of interest in a timely manner, or provide complete information upon the FIA's request, constitutes a breach of these Standards.

## **7 - FAIR COMPETITION AND ANTITRUST**

7.1 Suppliers must comply with the Applicable Law regarding fair competition and antitrust. This covers the situations of abuse of dominant position, concerted practices and illegal cartels.

## **8 - TRADE COMPLIANCE**

8.1 Suppliers must comply with all import and export controls, commercial restrictions, sanctions regimes (in particular Swiss, EU and US sanctions), and any other trade compliance norms under the Applicable Law.

## **9 - MONEY LAUNDERING AND INSIDER TRADING**

9.1 Suppliers must comply with anti-monetary laundering norms under the Applicable Law and endeavour to take all appropriate measures to avoid that their activities be used as a vehicle of money laundering.

9.2 Suppliers must refrain from being involved in, or favouring business with, offshore entities. Suppliers shall inform the FIA in case any business conducted for the FIA involves jurisdictions identified as Offshore Financial Centers by the International Monetary Fund.

9.3 Suppliers must comply with all norms against insider trading under the Applicable Law and endeavour to take all appropriate measures to avoid that their knowledge of, or access to, sensitive information be used for favouring insider trading.

## **10 - ACCURACY OF BUSINESS RECORDS**

10.1 All Suppliers' financial books and records must conform to generally accepted accounting principles and the Applicable Law. Suppliers' records must be accurate in all material respects, they must be legible, transparent, and reflect actual transactions and payments. Furthermore, Suppliers undertake not to hide, fail to record or make false entries in their financial books.

## **11 - CONFIDENTIAL INFORMATION**

11.1 Suppliers must treat as confidential or secret any information, which is not public, communicated to them in the exercise of their duties. Any information or opinion shall be divulged only in accordance with the principles, directives and objectives of the FIA.

## **12 - DATA PRIVACY**

12.1 Suppliers must comply with the EU General Data Protection Regulation 2016/679 when handling personal data ("Personal Data") provided by the FIA.

12.2 Suppliers receiving Personal Data from the FIA will adopt, maintain and follow written and comprehensive security practices that are sufficient to safeguard FIA's Personal Data from any (a) unauthorized disclosure, access, use or modification; (b) misappropriation, theft, destruction, or loss; or (c) inability to account for such Personal Data; and treat all Personal Data as strictly confidential.

12.3 Suppliers will only process the Personal Data, in a Member State of the European Union or in a State party to the agreement on the European Economic Area ("EEA") or in Switzerland. A transfer of the Personal Data to a third country other than the aforementioned requires prior informed consent given by the FIA.

12.4 Suppliers shall not, by any means, communicate the Personal Data to or put the Personal Data at the disposal of third parties without the FIA's prior written consent thereto unless it is required to do so by mandatory law. Suppliers shall notify the FIA if Personal Data is to be provided to a third party as a result of mandatory law unless the law prevents such notification taking place.

12.5 Suppliers shall notify the FIA Ethics Committee and/or the FIA Compliance Officer of any breach in the processing of the Personal Data and shall comply with any reasonable request for information to allow the FIA to respond to and to take suitable further steps in respect of the incident.

### **13 - CONDUCT TOWARDS GOVERNMENTS AND PRIVATE ORGANISATIONS**

13.1 Suppliers shall endeavour to maintain harmonious relations with national authorities, in accordance with the principle of universality and of political neutrality of the FIA.

13.2 Suppliers are free to play a role in the public life of the nations to which they belong. Within this framework, they may not abusively take advantage of their position within the FIA, engage in any activity or follow any ideology inconsistent with the principles defined in the FIA Statutes and Regulations and set out in these Standards.

### **14 - MOBILE DEVICES, ELECTRONIC MEDIA, INTERNET AND E-MAIL USE**

14.1 In those circumstances where Suppliers have access to the FIA's electronic environment (e-mail, voicemail, IT network, databases or other), Suppliers must:

- Protect the FIA's confidential information and electronic media;
- Secure mobile devices;
- Encrypt or password the protected data;
- Comply with all applicable data protection laws and regulations;
- Use these tools for performance of the agreement only; and
- Use these tools in accordance with good practices.



**APPENDIX V**

**PROVIDER'S OFFER DATED [•]**

**APPENDIX VI**

**QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE**



## QUESTIONNAIRE

Questions	Answers
<b>1. GENERAL INFORMATION</b>	
1.1. Type of partnership	
1.2. Name and country of the potential partner or stakeholder	
1.3. Name and country of the ultimate beneficial owners	
1.4. Name and country of the officers and directors	
1.5. Name and country of the bank	
<b>2. INTERNATIONAL RELATIONSHIPS</b>	
2.1. Will the relationship involve at any stage a High-Risk Country as per the list below?	Yes No
2.2. If yes to Q2.1, will there be any transactions denominated in USD between the FIA and the potential partner?	Yes No
2.3. If yes to Q2.1, are there any US citizens involved in the relationship?	Yes No
2.4. If yes to any of the questions above, please provide more details	
<b>3. PUBLIC AUTHORITIES</b>	
3.1. Will the potential partner or stakeholder represent the FIA before any public authority?	Yes No
3.2. Will the potential partner or stakeholder be authorized to make payments to any public authority on behalf of the FIA?	Yes No
3.3. If yes to any of the two questions above, please provide more details	
<b>4. PAYMENTS</b>	
4.1. Will there be any payments through an Offshore Financial Center as per the list below?	Yes No
4.2. If yes, please provide more details	



Compliance – Due Diligence Policy

<b>5. CONNECTIONS</b>	
5.1. Do you have any personal or business connections with any FIA Party (FIA members, FIA body members, consultants, officials, employees)?	Yes No
5.2. If yes, which?	
Stamp and signature	



### High Risk Countries

- Syria
- Cuba
- Sudan
- Iran
- North Korea

### Offshore Financial Centers

The International Monetary Fund has identified the following jurisdictions as Offshore Financial Centers. Any connections with those countries triggers money-laundering flags:

- Andorra
- Anguilla
- Antigua
- Aruba
- Bermuda
- British Virgin Islands
- Cayman Islands
- Gibraltar
- Guernsey
- Isle of Man
- Jersey
- Nauru
- Vanuatu