# INSTRUCTIONS FOR THE REGISTRATION OF UCI TEAMS 2023-2024

# UCI CYCLO-CROSS TEAMS UCI CYCLO-CROSS PROFESSIONAL TEAMS

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CYCLO-CROSS TEAM 2023-2024

CYCLO-CROSS PROFESSIONAL TEAM 2023-2024

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#### **Union Cycliste Internationale**

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#### INTRODUCTION

UCI Cyclo-cross Teams were created in September 2017, on a simple model close to the existing UCI Mountain Bike Teams.

The UCI is glad to offer an official recognition to Managers and Sponsors investing in that continuously growing discipline.



From 2020, the UCI introduced a second level of Cyclo-cross Team: without changing the status of the first and historical level, the objective was to create a level of Teams whose crossovers with the Road discipline would be facilitated: **UCI Cyclo-cross Professional Teams (P-CRO Teams)** 

in addition to the 1<sup>st</sup> level of Teams that remain called:

#### UCI Cyclo-cross Teams (CRO-Teams)

The differences between these two levels will be explained on point II of that guide. Please note that each team must confirm the level they apply to (CRO or P-CRO) *before* starting the registration procedure.

The registration of both kind of Teams will use the UCI DataRide platform, whose general principle and details are described in that guide. The advantage of the system remains the information being pre filled-in from the previous season and the validation by steps by your National Federation and the UCI.

In the following texts, we have highlighted in red the main changes compared to the preceding season.

We wish you a pleasant review of this new version of the instructions for registration and are confident that the registration process will run smoothly.



#### NOTE TO FRENCH SPEAKING USERS

For technical considerations, the UCI DataRide platform is only available in English, however, kindly be aware you can fill-in information in both Union Cycliste Internationale official languages: French or English.

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## I. DEADLINES

The UCI registration platform opens	The UCI registration platform closes	UCI will publish the validated Teams
on:	on:	on:
15 June 2023	31 July 2023	16 August 2023

By the closure date, **Teams and National Federations** must have filled in and submitted all requested information for the registration. Teams shall allow enough time for the National Federation to validate the information and submit them to the UCI. The National Federation checks the Team's information, approves it and submits it to the UCI via the UCI DataRide platform.

# **II. OBLIGATIONS / BENEFITS**

The UCI rules for Cyclo-cross are published <u>on this link</u>. The chapter V is specific to UCI Cyclo-cross Teams.

We would like to remind you that the UCI regulatory requirements are the minimum requirements to be respected. Nevertheless, **the National Federations (NF) remain the sole bodies responsible for their teams and they may set additional criteria for their registration**, provided that the UCI minimum criteria are respected.

In short words, we remind you the UCI obligations and benefits in the following table.

Obligation	UCI Cyclo-cross Team CRO			
Team's roster	A <b>minimum of 3 riders</b> aged of 19 years and older (born in 2004 and before), that includes minimum 1 woman.			
	A Team with women only and no men is still allowed.	A Team with women only or men only is allowed.		
	No maximum number of riders.	A maximum of 16 riders.		
Nationality	Nation where the head office or the domicile of the paying agent is located.	Following the nationality of the majority of its riders.		
Professional status	For the riders following the local laws.	The National Federation will choose whether the UCI Cyclo-cross Professional Team which it registers is to be given professional status as a Team.		
Registration fee	1'200€ for a nation of the group 1 of the <u>UCI</u> <u>Financial Obligations (page 5)</u>	6'500€ for a nation of the group 1 of the UCI Financial Obligations (page 5)		

Obligation	UCI Cyclo-cross Team CRO	UCI Cyclo-cross Professional Team P-CRO
Participation	All Cyclo-cross and Gravel events.	All Cyclo-cross and Gravel events.
		UCI Road events, <u>cf Part II article UCI 2.1.005</u> : - a UCI Cyclo-cross Professional Team including a minimum of 10 men riders may participate to any Road event where <b>UCI</b> <b>Continental Teams</b> participate.
		- a UCI Cyclo-cross Professional Team including a minimum of 8 women riders may participate to any road event where UCI Women's Continental Teams participate.
		Any UCI Cyclo-cross Professional Team is obliged to participate to all rounds of the UCI Cyclo-cross World Cup with minimum 1 rider for each round, otherwise its UCI Cyclo-cross Professional Team status is immediately removed and cannot be awarded for the following season.
Period	15 August to 01 March of the next year.	15 August to 14 August of the next year.
Riders' contracts	the UCI. A model contract is available in ANNE Any anticipated termination of the contract m his team and shall be recognised by the UCI or - following a mediation leading to a bilateral ag being conducted by the National Federation o - or by decision of the bodies designated in contract.	nay not be decided unilaterally by the rider or nly: greement on the end of cooperation, mediation
Tripartite agreement	A rider may have a tripartite agreement with a MTB UCI Team and/or a UCI Road Team.	A rider may have a tripartite agreement with a MTB UCI Team. One tripartite agreement may be rejected by the UCI (and the rider's registration as such) if the rider is active with an UCI Road Team. A tripartite agreement with a UCI Road Team may be accepted: - for a woman whose UCI Cyclo-cross Professional Team cannot have any road activity because it has less than 8 women riders. - for a man whose UCI Cyclo-cross Professional Team cannot have any road activity because it has less than 10 men riders.

Obligation	UCI Cyclo-cross Team CRO	UCI Cyclo-cross Professional Team P-CRO		
Staff contracts	A rider cannot be considered as a Team Manager or staff member of the Team. A Team must imperatively have a Team Manager to be registered. No contract mandatory for Team's staff.			
Rankings	UCI Cyclo-cross Team ranking, based on the weekly UCI Cyclo-cross individual ranking as per article 5.2.014.	UCI Cyclo-cross Team ranking, based on the weekly UCI Cyclo-cross individual ranking as per article 5.2.014.		
		Not part in any UCI Road Team rankings (UCI World Ranking, UCI Continental Rankings). Riders will appear to the UCI Road individual rankings and score points for their Nation.		
Economical and legal	Declaration regarding all sponsors, ANNEXE 1.	Declaration regarding all sponsors, <u>ANNEXE 1.</u>		
information to		Detailed budget, as described in ANNEXE 2		
be provided		Copy of a bank guarantee in <u>ANNEXE 5.</u>		
		Proof of the insurance cover.		
		Copy of the sponsorship contracts or, if no such contract exists, documentary evidence of the team's income.		
Jersey		the Team's registration. It can be changed son and after the authorization of UCI. The UCI		
Adding a rider out of period		ugust and the 31 December by justifying to its the late addition. The information and contract veeks before the first participation of the rider		
Tranfert of one rider	to a UCI Cyclo-cross Team is permitted if a gl	ofer of one rider registered in another UCI Team obal agreement in writing is reached between rrent paying agent and the new paying agent, 5.5.021).		
Non addition of one rider	No rider may be added or transferred with a contract start between the 02 January and the 01 March of the current season.	Whether by transfer or addition, a rider may be added with a contract start between the 02 January and 15 the August only if the duration of his contract runs until the 15 August of the following year.		
		(e.g.: adding a rider between 02 January 2023 and 15 August 2023 is only possible if his contract runs until at least 15 August 2024).		

A list of "Questions and answers" is available in the last part of that document, with the most frequent questions received after the creation of UCI Cyclo-cross Teams in 2016.

#### Participation of UCI Professional Cyclo-cross Teams in UCI Road events:

Participation table on article 2.1.005 :

- Men: UCI ProSeries, UCI class 1, UCI class 2
- Women : UCI WorldTour, UCI ProSeries, UCI class 1 et UCI class 2.

To start a Men UCI ProSeries race, UCI Cyclo-cross Professional Teams, as well as UCI Continental Teams, must contribute to the UCI ProSeries anti-doping programme as defined in the <u>financial obligations published by the UCI</u> (page 7); the teams concerned will then be included on the <u>published list</u> on the UCI website.

Document to be requested to road@uci.ch from 01.09.2023 for the 2024 road season.

NAME OF THE	UCI CONTINENTAL TEAM		
I, the undersigned		, representative of	
the UCI Continental T	eam	,	
wish to take part in at	least one UCI ProSeries event during t	he 2022 season.	
participate in the enh Agency (ITA) on behal	pation and subject to the participation anced anti-doping program, put in pla if of the UCI and to pay the lump sum o cember 2021 or at the latest 3 months b	ace by the International Testing of € 3,500 to the following bank	
EURO BANK ACCOUN	NT		
Bank	UBS Deutschland AG		
Address	Bockenheimer Landstr. 2-4 60306 Frankfurt am Main Germany		
IBAN	DE27 5022 0085 1020 400012		
BIC	SMHBDEFFXXX		
Beneficiary	Union Cycliste Internationale Ch	H- 1860 Aigle	
of the organisers ar ticipation.	t the invitation to UCI ProSeries events nd that the payment of this contributio	on does not guarantee any par-	
□ I agree □ to pay this invoice before 31 December 2021 or at the latest 3 months before the start of the event.			
and			
	rm the UCI of the team's provisional ca the start of the first UCI ProSeries ever pate.		
	espect of one of these two obligations to start a UCI ProSeries event.	within the given deadlines, my	
Schedule of UCI ProSeries races to which my team wishes to participate (subject to the invi- tation being obtained by the organiser):			
	form the UCI at the email address <u>roac</u> ny case at the latest 3 months before th Signature		
Date	Signature		

#### **Equipment's obligations:**

We kindly remind that the bikes used during UCI Cyclo-cross events must comply the UCI rules, and especially, the frame and fork must be UCI approved.

- Article 1.3.020, Approval Protocols for frame and fork
- Article 1.3.006, Authorization request for prototype

# **III. SPONSORS / GENERAL RULES**

To ensure the integrity and image of cycling, the UCI has identified several categories of sponsors with whom stakeholders, including Teams, may not be associated (directly or indirectly). Thus, article <u>1.1.089 of the UCI</u> <u>Regulations</u> provides that:

"Without prejudice of the applicable law, no brand of **tobacco**, **spirits**, **pornographic products or any other products** that might damage the image of the UCI or the sport of cycling in general shall be associated directly or indirectly with a licence-holder, a UCI Team or a national or international cycling competition. As defined in the present article, a spirit is a beverage with a content in alcohol of 15% or more."

In addition, article <u>1.1.090 of the UCI Regulations</u> lays down certain conditions in relation to sponsorship by **betting companies** (including national lotteries). These conditions protect the integrity of cycling by reducing the risk of collusion and ensuring that visibility on cycling events is exclusively granted to betting operators whose activity does not cause a risk to the integrity of the sport.

The Team seeking sponsorship by a betting company shall provide documentation establishing compliance with the conditions laid down in article <u>1.1.090 of the UCI Regulations</u> with its request for registration before the UCI (the same applies in case the sponsorship is considered after the registration has been confirmed). We invite you to read this article carefully and remain at disposal.

In connection with the categories of sponsors, we kindly ask you to complete the **ANNEXE 1**:

- $\rightarrow$  click <u>on the link</u>,
- $\rightarrow$  download the document,
- $\rightarrow$  save the document in your files,
- $\rightarrow$  fill the information in, save again,
- $\rightarrow$  finally send it back by <u>e-mail</u>.

For the sake of clarity, it is specified that the articles referred to above apply to all Team sponsors and not only to the main sponsors.

### IV. GENERAL PRINCIPLES OF THE REGISTRATION'S PLATFORM, UCI DATARIDE

For Teams registration, the IT platform UCI DataRide is to be used. That platform allows the following workflow:



That workflow allows also the National Federation and the UCI to reject one information.

For the specific case of UCI Cyclo-cross Professional Teams, the National Federation will have to check a list of controls available in <u>ANNEXE 4</u> of that document.

Teams shall make sure to fill in the information in advance to allow the National Federation to validate and submit them to the UCI in due time.

Any further change of the information (correction, deletion, addition) will be submitted to the same workflow during the season.

Web	address	of the	platform:
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dataride.uci.ch

# V. TEAM'S REGISTRATION PROCESS

### **UCI DATARIDE LOGIN**

#### UCI DataRide login, new Teams

 $\rightarrow$  if you are a new Team and want to register or,

 $\rightarrow$  if you are an existing Team and want to change your category (from CRO to P-CRO or from P-CRO to CRO). please send an email to <u>offroad@uci.ch</u> with the following information so that a login can be created for you to enter in the system:

- Team Name (not final, can be changed afterwards)
- Requested level: CRO (UCI Cyclo-cross Team) or P-CRO (UCI Cyclo-cross Professional Team)
- Team Code (3 Digits, not final, can be changed afterwards)
- Team Nationality (corresponding to the National Federation where you will register to)
- Contact First Name, Last Name

UCI Cyclo-cross Professional Team

• Contact E-mail

#### UCI DataRide login, existing Teams

The login transmitted last year remains valid, unless you aim to change your category (from CRO to P-CRO or from P-CRO to CRO). Case of mishandling or lost login and password, please contact: <u>offroad@uci.ch</u>.

#### UCI DataRide login, National Federations

In order to access the UCI DataRide - Teams platform, you must use the National Federation UCI DataRide credentials you already use for the Results and Licensees modules.

Please note that the menu on the left-hand side enables the National Federations to check the registration by task (for all their Teams) or by Team directly.

#### LIST OF TASKS

You will find below the tasks that will be displayed on your dashboard in DataRide and that you need to duly fill-in.

#### P-CRO

SEASON TASK 2021 🔻 Deadline Task Registration information NEXT DEADLINE 31.07.2020 31.07.2020 List of riders NEXT DEADLINE 31.07.2020 UCI Team application NEXT DEADLINE 31.07.2020 List of staff NEXT DEADLINE 31.07.2020 Payment of the registration fee **NEXT DEADLINE** 31.07.2020 Jersey design NEXT DEADLINE 31.07.2020 Bank guarantee NEXT DEADLINE

CRO UCI Cyclo-cross Professional Team

SEASON 2020 🔻	TASK		
Deadline	Task		
31.07.2019	Registration information		
31.07.2019	List of riders		
31.07.2019	List of staff		
31.07.2019	Jersey design		
31.07.2019	Payment of the registration fee		

The next information will give some details on how to fulfill these tasks.

Please note that all fields finishing with the symbol \* must be fulfilled, otherwise the submission will be impossible.

# **REGISTRATION INFORMATION**

See below the list of information to be prepared and fulfilled by the Teams and validated by National Federations:

1. Team name	<ul> <li>From that section, if the Team was already registered to the UCI, most of the fields are prefilled with last year's information. Please check and update the information if needed before submitting.</li> <li>For instance, in that section, the information NEW TEAM NAME and TEAM CODE are prefilled and may be modified if necessary.</li> <li>The Team name must not include the acronym UCI.</li> </ul>
2. Team Manager	This person is the main contact between the UCI and the Team for the complete season. The Team Manager shall be responsible for the organisation of the sporting activities and for the social and human conditions in which the riders practise the sport of cycling within the team.
3. Details of the Team published on the UCI website	<ul> <li>Please note that this information will be displayed on the UCI website and therefore, visible to anyone checking the UCI website.</li> <li>Team Name</li> <li>Team Code</li> <li>Jersey design</li> <li>List of riders</li> <li>Team Manager, Assistants Team Manager, Sports Director, Coach</li> <li>Team postal address</li> <li>Team e-mail address</li> <li>Website (optional). To publish a website, please enter the complete URL, including the leading for example: http://www.example.com or https://example.com</li> </ul>
4. Main sponsors	If you have several main sponsors (up to two), please make sure to fill-in the first main sponsor before filling-in the second main sponsor.  For P-CRO only:

5. Training and/or development Teams	<ul> <li>For P-CRO Teams only:</li> <li>You can declare 1 or 2 development Teams your Team is linked with. This is necessary for your participation in UCI Road events. The UCI is also glad to be aware of the development programme you might be involved in.</li> <li>In the field team category, you may describe some any level: Junior team, Regional Team, National team, UCI Team, and so on</li> </ul>
6. Paying agent	<ul> <li>The employer of riders forming a Team shall be a person(s)/corporation(s) legally entitled to engage employees. It shall sign contracts with the riders. The information about the Paying Agent will not be published on the UCI Website. The data are pre-filled in from previous season.</li> <li>For P-CRO Teams only: <ul> <li>DOCUMENT TO BE PROVIDED BY E-MAIL</li> </ul> </li> <li>Please read the information mentioned in <u>ANNEXE 2 BUDGET</u>. That document is mandatory and must be fulfilled and sent back by e-mail to the UCI and to the National Federation.</li> <li>For technical reasons, that document cannot be up-loaded in UCI DataRide, please send it <u>by e-mail</u>.</li> <li>For P-CRO Teams only: <ul> <li>DOCUMENT TO BE PROVIDED BY E-MAIL</li> </ul> </li> <li>Please provide by e-mail to the UCI and to the National Federation a proof that the insurance cover required under <u>article 2.17.031 of the Road regulations</u> has been taken out for all rider in the Team.</li> <li>For technical reasons, that document cannot be up-loaded in UCI DataRide, please send it <u>by e-mail</u>.</li> </ul>

#### **LIST OF RIDERS**

The list of riders is prefilled-in from the previous season. Riders who will not be contracted for the 2022-2023 season can be removed from the list by clicking on the subtron on the right. For each rider, please open the individual line and fill-in or check the requested information.

1. Lis	1. List of riders ① (DRAFT)							
	RIDER'S NAME C	DR UCI ID 🕕						
ADD R	IDER		ADVANCE	D SEARCH				
	UCIID	Last name		First name	Nationality	Date of birth 1	Gender	
4	100 040 680 21	POWERS		Jeremy	usa 📕	01 Jan 1961	Male	$\otimes$

In order to add a Rider in the list, you may select the licence holder by using the first letters of his Name or proceed with an advanced search as described hereafter.

The **"ADVANCED SEARCH"** function helps you in case there are several people with the same name. We kindly invite you to check the current licence of the person, on which the UCI ID is indicated. You can then select the correct person and add them to the list.

If there are several people with the exact same information (first name, last name, date of birth, nationality), please make sure to send the UCI (<u>Ucidataridehelp@uci.ch</u>) a screenshot, as well as a copy of the licence, showing the UCI ID, so that we can merge both entries and only have the correct one left.

If a person doesn't exist in the database after having searched, we kindly invite you to contact the National Federation issuing his license. A UCI ID will then be created, and the person will be available in the database.

Once the correct person is selected, you will have to fulfil the following additional information:

- preferred language between French and English
- mobile phone
- personal e-mail address
- contract start date and contract end date \*
- upload of the rider's contract ad a pdf file. A model of the contract in compliance with article 5.5.024 of the UCI Regulations is available in <u>ANNEXE 3 MODEL OF CONTRACT</u>

\* the following dates are set by default: start date 15.08.2022 / end date 01.03.2023. Please adjust these dates according to the contract. For P-CRO Teams, don't skip this adjustment, otherwise the rider will not appear on your Team's roster during your road activity.

For CRO Teams, any contract whose end date would be earlier than 21.02.2023 would have as a consequence that the person would not appear on your Team's roster after the 21.02.2023, between the 2 seasons.

**Tripartite agreement:** one rider may be a member of a Team registered at the UCI for another discipline at the same time. In that case, the UCI Cyclo-cross Coordinator will contact you to receive a tripartite agreement (rider, UCI Cyclo-cross Team and the other UCI Team). It is recommended to set in this agreement the calendar of activities (competitions and training camps) as well as aspects related to the communication of the rider, including his digital activity.

#### **UCI TEAM APPLICATION**

#### For P-CRO Teams only:

In that section, the Team Manager will declare some statements that guarantee to the UCI that the Applicant has a full knowledge and comprehension of the applicable rules.

The Applicant declares
That he has read and understood the following documents
□ Instructions for the Registration of the applicable UCI Team category for the upcoming season.
UCI Regulations for Cycling as a Sport
That he accepts
$\Box$ that the UCI Statutes and Regulations for Cycling as a Sport, which may be amended at any time, apply.
$\Box$ that the present application and all the appended documents will be submitted to the UCI.
The Applicant declares t
That the team he proposes to develop under the UCI Team status which he requests in accordance with his application:
□ may be regarded as a continuation of an existing team / Name of the Team:
may not be regarded as a continuation of an existing team
Name, function of the Applicant / Date and location of the declaration.

#### LIST OF STAFF

Staff members who have a management role (Team Manager, Assistant Team Manager) must be listed here. Staff members are prefilled-in from the previous season, but they can be removed.

For each staff member, please open the individual line and fill-in and/or check the requested information, as for the riders. Please make sure to select the function which best fits the role of the staff member.

#### **PAYMENT OF THE REGISTRATION FEE**

To validate the team registration, the registration fee must also be submitted prior to the **31 July 2023**. The amount to be paid is depending on the type of Team and on the Team's nationality, as described below:

	Registration fee / Taxe d'enregistrement	Anti-Doping contribution / Contribution contre le dopage	Total
UCI Cyclo-cross Professional Team / Equipe Cyclo-cross Professionnelle UCI			
Federation Group / Groupe 1	4'250€	2'250€	6'500 €
Federation Group / Groupe 2	2'975€	1'575€	4'550 €
Federation Group / Groupe 3	1'700€	900€	2'600 €
Federation Group / Groupe 4	850€	450€	1'300 €
UCI cyclo-cross team / Equipe UCI cyclo-cross			
Federation Group / Groupe 1	1'000€	200€	1'200 €
Federation Group / Groupe 2	700€	140€	840 €
Federation Group / Groupe 3	400€	80€	480 €
Federation Group / Groupe 4	200€	40 €	240 €

The group of nations is defined following the <u>UCI Financial Obligations</u> (last page).

For instance, the following Nations are part of the Group 1: USA, Canada, Japan, Belgium, Denmark, France, Germany, Great Britain, Italy, Luxemburg, Netherlands, Spain, Switzerland...

The registration fee shall be paid by Bank transfer and no other mean. The destination of the transfer shall mention:

Bank:	UBS Deutschland AG	
Address:	Bockenheimer Landstrasse 2-4	
	D-60306 Frankfurt am Main	
	Germany	
IBAN:	DE27 5022 0085 1020 400012	
Swift:	SMHBDEFFXXX	
Beneficiary:	Union Cycliste Internationale, CH1860 Aigle / Switzerland	

Please give the exact Team name as payment reference and keep a proof of payment as an electronic file, \*pdf.

Coming back to the registration platform:

- in the point 1, you will find the exact details of the UCI bank account. The date will be fulfilled by the UCI Financial Department,
- in the point 2, you may download the proof of payment, it will help but this is not mandatory.

#### **JERSEY DESIGN**



One \*.pdf document must be submitted, showing the jersey design as below (front of the shirt, long sleeves, no head, white background). Please note the document must not exceed 3Mo.

The UCI offers the possibility to delay the publication of the Team Jersey on the UCI website, to be synchronized with the official presentation of your outfit, for example.

The articles of the UCI rules <u>1.3.035 to 1.3.043</u> fully applies to Cyclo-cross Teams and especially:

- as per 1.3.036, the design of the jersey can be changed during the season only after justification and approval of the UCI. A temporary change of the design will not be approved;
- as per 1.3.039, the order in which the two principal partners appear on the jersey may be inverted from one race to another during the season;
- as per 1.3.042, other advertising inscriptions than the 2 major sponsors may be freely used and can vary from one race or country to another;
- in all cases, the advertising matter and its layout shall be the same for all riders of a given team in the same competition.

The use of the UCI Cyclo-cross Team logo is not mandatory on the design of the equipment.

#### **BANK GUARANTEE**

#### For P-CRO Teams only:

For each registration year, a UCI Cyclo-cross Professional Team must set up an unconditional bank guarantee in favour of its National Federation, strictly respecting (word by word) the model shown in the UCI Regulations article 5.5.030, also available in <u>ANNEXE 5</u>.

The UCI DataRide platform will ask you to give the following details of the bank guarantee and to upload the proof of guarantee edited by the bank: *Team name, Team representative, Issuing bank, Reception date, Effective date, Expiry date, Currency, Amount, National Federation Reference.* 

The information hereunder concerning the bank guarantee is only assistance for users but does not bind UCI. In case of any disagreement, the only valid text is the text of UCI Regulations in its original language which is published on UCI's website (articles 5.5.025 and seq.).

#### **DURATION OF THE GUARANTEE**

For the first registration year, the guarantee shall be valid from 01 September of the first registration year until 30 November of the following year. From the second registration year, and for the following years, the bank guarantee may stipulate that it may be called upon at the latest as of 01 December of the registration year, including for the sums due in September, October, November.

In any case, the bank guarantee shall be valid until 30 November after the registration year covered by the guarantee. (art. 5.5.028).

#### AMOUNT OF THE GUARANTEE

The minimum total amount of the bank guarantee shall be the highest of:

- 15% of the total pay due to the riders and other staff (whether employed or self-employed)
- a minimum sum of EUR 20,000.00 (twenty thousand euros) to be indexed by the group of the nation in accordance with the UCI Financial Obligations.

#### **BANK ISSUING THE GUARANTEE**

The guarantee must be issued by a leading bank. The banks considered acceptable are those listed by the principal rating institutions (Standard & Poor, Moody's, Fitch, etc.) with low or very low levels of risk.

If the guarantee is issued by a bank which is not on these lists, the Team will be required to provide the National Federation with financial information (annual report, rating by the Central Bank, etc.) so that the National Federation can decide whether or not to accept the guarantee.

#### PROCEDURE FOR CALLING UP THE GUARANTEE

In order to guarantee an equitable treatment which both meets the objectives of the guarantee (providing security for the team's creditors, see art. 5.5.026) and maintains the independent and neutral role of the National Federation, it is extremely important to establish a procedure for calling up the guarantee.

When a guarantee is called up, three phases of the procedure need to be distinguished: request, call-up and payment.

1- the request Any request to call up the bank guarantee must be signed by the applicant or his representative, accompanied by documentary evidence, and be received by the National Federation one month before the expiry of the bank guarantee at the latest. This time limit is important so that all the administrative steps can be carried out before the final date for the validity of the bank guarantee.

On receipt of a request, the National Federation must inform the team and ask it to comment. It must then consider whether the request is manifestly unfounded. This is the only reason for which a request can be rejected by the National Federation

**2-** *the call-up* The National Federation must call up the bank guarantee to the value of the claim unless the creditor's claim is manifestly unfounded.

The National Federation shall inform all parties of the action it has taken and draw the attention of the parties to the deadlines that they have to respect.

In any event, payment cannot be made to the creditor until one month after the call-up of the bank guarantee.

#### $\rightarrow$ Deadlines for the paying agent

The paying agent may contest the payment to the creditor (e.g. the rider), in writing giving his reasons.

In such a case the National Federation shall pay the total amount into a special account and shall only pay it following an agreement in writing between the two parties or an enforceable judicial or arbitral decision. If the claim is not contested, the National Federation shall pay the total amount claimed to the creditor at the earliest after the expiration of the one-month fixed term after the call-up.

#### $\rightarrow$ Deadlines for the creditor

If the paying agent refuses to pay to the creditor and that no agreement is found, the creditor must, within three months from the date of his request to call up the guarantee, make a claim in law before the court that he considers competent.

Should this not occur, the paying agent may call for the repayment of the sum held in escrow. However, the National Federation shall first give notice to the creditor, who shall then have 1 month to make a claim in law and an additional 15 days to prove this to the National Federation.

**3- the payment** In either case, payment to the creditor may be made after expiration of the one-month fix term after the call-up at the earliest.

Should the team contest the claim, the payment must be made in accordance with the terms of an agreement between the parties or an enforceable judicial or arbitral decision. It is important to take note that it is possible for the parties to reach an agreement at any stage.

This document is a resume of articles 5.5.029 and 2.17.023 to 2.17.028 of the UCI Regulations designed for information purposes only. Any inaccuracies which could occur in this document do not engage the responsibility of UCI. Please refer exclusively to UCI Regulations.



The claimant in this example is referred to as «rider» but this occurrence may also apply to any Team member whom is allowed to call on the bank guarantee.

#### For P-CRO Teams only:

The "Check-list of controls" will be fulfilled in the UCI DataRide platform by the National Federation. But this list is also useful for the Applicant.

Please read in <u>ANNEXE 4</u> this check list.

# **VI. QUESTION AND ANSWERS**

#### Q - What are the benefits of being registered as a UCI Cyclo-

#### cross Team?

Apart from the recognition by the UCI of active stakeholders and sponsors of the Cyclo-cross discipline, a UCI Cyclo-cross Team receives the following benefits:

- Publication of the UCI Cyclo-cross Team ranking, based on the weekly UCI Cyclo-cross individual ranking as per article 5.2.014;
- Publication of the team's name, composition, geographical and digital addresses on the UCI website;
- Accreditations for the team managers zone in the pit area during UCI Cyclo-cross World Championships and UCI Cyclo-cross World Cup;
- Parking passes per UCI Cyclo-cross Team during UCI Cyclo-cross World Championships and UCI Cyclo-cross World Cup;
- Advertising on leader's jersey of the UCI Cyclo-cross World Cup as per article 5.3.023;
- Mailing list providing a direct information from UCI;
- Name of the team on the entry / start lists and results / rankings edited during a UCI Cyclo-cross World Cup.

# Q – Can I be a member of a UCI Cyclo-cross Team and at the same time of another UCI Team for Road or MTB?

One rider may be a member of a Team registered at the UCI for another discipline at the same time, provided that a tripartite agreement (rider, UCI Cyclo-cross Team and the other UCI Team) is provided during the registration process.

One tripartite agreement may be rejected by the UCI (and the rider's registration as such) if the rider is active on the Road in a UCI Cyclo-cross Professional Team and at the same time with an UCI Road Team.

#### Q - Our team is already registered at the UCI, can I also create a

#### UCI Cyclo-cross Team?

A structure already registered by the UCI for Road or MTB may be registered as a UCI Cyclo-cross Team, provided that it does respect the Cyclo-cross regulations (at least one woman and no junior rider) and that it performs the registration process for the UCI Cyclo-cross Teams, including the registration fee.

#### Q - I am not a member of a UCI Cyclo-cross Team, can I

#### participate at the UCI Cyclo-Cross World Cup?

A rider who does not belong to a UCI Cyclo-cross Team can still be entered in the UCI Cyclo-cross World Cup. The registration process to the UCI Cyclo-cross World Cup has not changed: the National Federation of the rider's nationality is the only one that can register that rider to the UCI Cyclo-cross World Cup.

#### Q - Will a UCI Cyclo-cross Team be able to enter its riders in the

#### UCI Cyclo-cross World Cup?

The UCI Cyclo-cross World Cup has not changed: the National Federations are in charge to enter the riders at their convenience and within the limit of the quota per nation.

# Q – What is the minimum salary of a rider registered in a UCI

#### Cyclo-cross Team?

There is no minimum salary, and as with MTB, a contract can also be concluded for a rider without any remuneration. Nevertheless, the rules of the territory covered by the contract apply in addition to the

requirements of the UCI. A model contract between a rider and a UCI cyclo-cross team is available in <u>ANNEXE 3</u> of the UCI Regulations and in the registration guide.

#### Q – Will a Under 23 rider be allowed to race with the UCI Cyclo-

#### cross Team's jersey?

A rider may compete with the UCI Cyclo-cross Team's jersey in the Men Under 23 category except for those events where the UCI regulations require the national team outfit: Continental Championships, UCI World Championships and UCI Cyclo-cross World Cup.

For the World Cup, Women Under 23 participate to the same race as Women Elite, they will be allowed to wear the UCI Cyclo-cross Team jersey as the Elite.

#### Q – Can a UCI Cyclo-cross Team have access to the pit area?

Each UCI Cyclo-cross team shall receive passes for the Team Managers' zone inside the pit area during the UCI Cyclo-cross World Championships and the UCI Cyclo-cross World Cup.

#### Q - Will there be Rainbow Passes for the UCI Cyclo-cross Teams?

The Rainbow Pass for the UCI Cyclo-cross Teams as they exist for MTB or BMX are not set-up for the next Cyclo-cross season.

#### Q – Can I hire Junior rides in a UCI Cyclo-cross Team?

Riders registered in a UCI Cyclo-cross Team must be aged of 19 years or older, according to the Cyclocross regulations: for the Cyclo-cross 2023-2024 season, the riders must be born in 2005 and before. As a result, junior riders are not integrated in the UCI Cyclo-cross Teams.

#### Q - Can I register a UCI Cyclo-cross Team only with Women?

To register a UCI Cyclo-cross team, a minimum of one woman is required. But there is no minimum for the number of male riders, for the moment.

#### Q - Can I be rider and Team Manager in the same UCI Cyclo-cross

#### Team?

No, this situation is not allowed, and this is verified during the registration process of the team with the UCI.

# **VII. MEDICAL MONITORING**

*Programme of medical examinations for fitness to take part in cycling for riders in UCI Cyclo-cross Teams and UCI Cyclo-cross Professional Teams.* 

#### **GENERAL COMMENTS**

In the context of its policy for prevention and the protection of the riders' health, the Medical Commission (MC) recommends to National Federations that have not hitherto made such arrangements to implement a programme of medical examinations to ascertain fitness to practice cycling prior to issuing a licence.

This recommendation is only at an early stage, and the medical examination suggested is inevitably limited, but it may develop or expand further subsequently. Should some National Federations already have set up a more comprehensive programme, they should continue to run it, while improving any aspects where this may be required.

This medical check-up, and the examinations recommended, are intended for riders who are members of a UCI team and are intended to bring to light any physical or biological anomalies which might contraindicate the practice of cycling at this level.

The medical check-up and the examinations recommended will be carried out by a sport doctor recognised by the National Federation. The National Federation shall be responsible for ensuring, by such means as it may make provision for, that these requirements are respected before it issues a licence to a rider who is a member of a UCI team.

In principle, the fitness check-up and the suggested examinations must be carried no more than three months before the application for a licence as a member of a UCI team.

The doctor who carries out the check-up will also be required to draw up and retain a medical record, which may with the permission of the rider, be passed on to the medical authorities of the National Federation or of the UCI in strict accordance with medical confidentiality rules.

#### **PREVENTION OF SUDDEN DEATH IN COMPETITIVE SPORTS**

We have now strong scientific evidence that the risk of sudden cardiac death in athletes can be largely minimized by a medical examination, comprising especially a cardiovascular screening. There is now a large consensus between the main scientific and medical associations to consider that a cardiovascular medical evaluation is the best way to minimize the risk of sudden cardiac death in athletes.

The purpose of this recommendation is to identify, as accurately as possible, athletes at risk in order to advise them accordingly.

#### **EXAMINATIONS FOR FITNESS TO PRACTICE CYCLING**

Before a licence is issued by a National Federation, the rider must undergo a medical check searching for no contraindication to the practice of competition sport, including following steps:

PERSONAL HISTORY
Have you ever fainted or passed out when exercising?
Do you ever have chest tightness, at rest or in activity?
Have you ever had abnormal shortness of breath, cough, wheezing. which made it difficult for you to perform in sports?
Have you ever been treated/ hospitalized for asthma?
Have you ever had a seizure?
Have you ever been told that you have epilepsy?
Have you ever been told to give up a sport because of health problems?
Have you ever been told you have high blood pressure?
Have you ever been told you have high cholesterol?
Have you ever been dizzy during or after exercise?
Have you ever had chest pain during or after exercise?
Do you have or have you ever had racing of your heart or skipped heartbeats?
Do you get tired more quickly than your friends/team-mates do during exercise?
Have you ever been told that you have a heart murmur?
Do you have any other history of heart problems?
Have you had a severe viral infection (for example myocarditis or mononucleosis) within the last month?
Have you ever been told you had rheumatic fever?
Do you have any allergies (cutaneous, respiratory or others)?
Are you taking any medications at the present time?
Have you routinely taken any medication in the past two years?
FAMILY HISTORY:
Has anyone in your family less than 50 years old:
O Died suddenly and unexpectedly?

○ Been treated for recurrent fainting?

 $\bigcirc$  Been diagnosed with a heart or vascular disease (still before 50 years old)?

 $\bigcirc$  Drowned while swimming for no apparent reason?

○ Had an unexplained car accident?

 $\bigcirc$  Had a heart transplant?

○ Had a pacemaker or defibrillator implanted?

○ Been treated for an irregular heartbeat?

 $\bigcirc$  Had heart surgery?

□ In your family is there a history of experienced sudden infant death (cot death)?

□ Has anyone in your family been told they have Marfan syndrome?

FULL PHYSICAL EXAMINATION:
General: morphology: weight, height
Cardiovascular examination
○ Radial and femoral pulses
<ul> <li>Check for clinical symptoms of Marfan syndrome</li> </ul>
○ Cardiac auscultation
 ○ Heart rate at rest
O Murmur: systolic/diastolic
 ○ Systolic click
$\bigcirc$ Blood pressure on both arms
Pulmonary examination with check for clinical symptoms of asthma
Examination of locomotor system
Neurological examination with check for vision and balance problems
Check of dental conditon
Other systems: complete examination

#### PARACLINICAL EXAMINATION

□ 12-lead rest ECG

BIOLOGICAL EXAMINATIONS
Blood analysis including:
○ Complete haemogram
○ Ferritin
○ Testosterone
○ Cortisol
○ Creatinine
Urine dipstick

Knowing the cardiovascular origin in sudden death is high on young sportsman (around 90%), it is highly recommended to ask for a cardiological assessment in case:

- a doubt on a cardiovascular pathology of genetic origin; an unusual symptom arises;
- an abnormal cardiac auscultation;
- an anomaly detected on the electrocardiogram.

Appropriate examination (for instance a cardiac stress test) will be performed by a cardiologist.

For any further information, please contact: medical@uci.ch.

## VIII. INSURANCE

#### Mandatory for P-CRO and recommended for CRO

The UCI considers the provision of adequate insurance coverage for the riders of a UCI Team to be of vital importance.

With its "UCI" label the UCI Teams may ride in events on the UCI calendar anywhere in the world, and both the public and the organisers may legitimately expect the riders and the staff members participating to be fully insured against the risks inherent in their participation to the race.

Insurance against the following risks is compulsory, for all events occurring in the course of the rider's activities for the team (racing, training, travel, promotion, etc.):

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

All these insurances must be taken out to apply on all the countries the rider will visit for his activity on behalf of his team.

Further, a rider must be provided with social insurance providing at least the level of the obligatory social security regime in his country of residence. It is the responsibility of the representative to ensure that the rider has adequate social coverage which meets at least the level provided for in the regulations.

The licence issued to the rider by the National Federation includes certain insurance coverage. The insured risks are in general less than those required by the regulations for UCI Teams. It shall be the responsibility of the team to check the level of the coverage provided, and where appropriate to provide supplementary insurance coverage. It would be advisable for the representative to obtain a certificate of insurance from the concerned National Federations confirming the covered risks and any restrictions.

With the application for registration the team representative shall produce a list of the insurance coverage for each rider, that he will send to his National Federation only so that it can be checked (art. 2.17.031), and confirm his responsibility in the matter.

The National Federation should also check and certify that all team members (riders, sports directors and other persons) have appropriate insurance coverage in compliance with applicable law and article 2.17.031 requirements.

#### For all Teams, CRO and P-CRO

Please click in the screenshot in order to fulfil the pdf document, 3 pages.

	Form to be filled in by teams
	SPONSORS OF THE TEAM
	For the sake of clarity, it is specified that this Appendix applies to all team sponsors and no only to the main sponsors.
	I. Excluded categories
	The team certifies that it is not directly or indirectly associated with any brand of tobac- co, spirits (alcohol content equal to or greater than 15%), pornographic articles or other products likely to damage the image of the UCI or cycling in general.
	Teams are respectfully asked to request the opinion of the UCI before signing a contract which could reasonably be in breach of article 1.1.089 of the UCI Regulations.
	Comments
	II. Betting companies (including national lotteries)
	No sponsor of the team is a betting company.
	One or more of the team's sponsors is/are a betting company.
1	The following sponsor(s) of the team is/are a betting company:

## For P-CRO Teams only:

Please click in the screenshot in order to fulfil the excel template.

ēam:			
Currency of the budget:	1		
	Ref. instruction	20xx-20xx	Comment (3)
ncome	see below	forecast	note
Sponsors (cash)	4		A
Gifts, subisidie and other (cash)	5		B
Other income (specify)	7		C
()	8		D
otal Income	0		1=A+B+C+D
Services in kind	6		For records, not included in the budget
	0		For records, not included in the budget
kpenditure			
Riders' salaries and expenses	9		E
Staff's salaries and expenses	10		F
Other pay (bonus, etc.)	11		G
Social charges and taxes	12		н
Transport costs repaid	13		J
()	8		K
otal Staff expenses			2=E+F+G+H+I+K
Insurance	14		L
Competition expenses	15		M
Vehicle expenses	16		N
General and administration	17		0
Subscriptions, licences, etc.	18		Р
()	8		Q
otal other expenses			3=L+M+N+O+P+Q
perating Gross Margin			OGM=1-2-3
Financial expenses (-)	19		S
Depreciation (-)	21		Т
Allocation to reserves (-)	22		U
Financial income (1)	20		W
Financial income (+) Taken from reserves (+)	20		X
Taken nonneserves (+)	22		A
let result			Result = GOM+S+T+U+V+W+X
	Ref. instruction	20xx-20xx	Calculation
	see below	forecast	note
lanned investments	22		financed wholly by partners (not included in budget)
Equipment (cycles, workshop, etc.)	23		financed wholly by partners (not included in budget)
Vehicles (cars, bus, etc.) Miscellaneous	23 23		leasing, the cost of annuities is included in the budget
Miscellaneous otal investments	23		
hanges in capital and reserves (incorporated bodie	es)		
Capital and reserves as per last annual account			Y
Estimated result for 20xx-20xx	24		Z
Other movements	24		Ω
Projected year end total 20xx-20xx	2		Result= Y+Z+ $\Omega$

#### INSTRUCTIONS FOR DRAWING UP THE BUDGET

	r
1	Indicate the currency in which the budget is made out (in principle the currency of the country of the team
	representative). The figures can be expressed in thousands, in which case this must be specified (K€, for example)
2	The budget of next year shall be presented along with the figures for the preceding season for comparison. If possible, the team will draw up an annual projection (estimate) on the basis of the documents in its possession at the time that the registration documentation is being prepared.
3	For each item where it is necessary to understand the budget, the team will make a brief comment or justification on the heading concerned.
4	Indicate the total cash contributions to be received from sponsors during the season. If there are multiple sponsors, it is worth drawing up a list of the sums to be received from each.
5	Same remark as for the sponsors.
6	Services in kind are in principle not valued, but are mentioned purely for the record, indicating the type of services which are covered by a contract "in kind".
7	Specify the subject. In principle, the budget must rely solely on secure income (e.g. contracts signed with sponsors). Income which is uncertain or conditional (e.g. bonus from a sponsor on the basis of results) should be excluded, unless they cover expenditure of the same type (e.g. bonuses for riders).
8	Some lines are left free for headings which are not included in the standard model and can be used as desired by teams (stating the type of income or of expenditure).
9	Total gross salaries payable by the team under the contracts and agreement signed. May include a reserve for future commitments.
10	Ditto for other persons employed by the team. May include a reserve for ad hoc services (temporary staff, etc.).
11	Other remuneration due under contracts, in particular premiums and bonuses that the team has undertaken to pay on the basis of results.
12	Employer's contribution to the staff's social charges (corresponds in general to the contributions which are due by law under the social security system).
13	Reimbursement of expenses to riders and other staff of expenses arising from their activity for the team (travel, hotels, meals, etc.)
14	Bonuses paid by the team, in particular the insurance coverage required under the UCI Regulations: treatment costs for sickness or accident, repatriation, civil responsibility.
15	Training camps, races, equipment, clothing, food, medical monitoring, etc.
16	Fuel, insurance and taxes, maintenance, accessories, rental, etc. (excluding depreciation, which has its own separate heading).
17	Office expenses, rental, fees, taxes, etc.
18	Subscriptions and licence fees paid to the national federations, the UCI and other sports bodies
19	Interest and charges paid to the bank and other providers of finance.
20	Interests received on bank deposits, income from the assets of the team.
21	Depreciation on vehicles and equipment belonging to the team (investments are to be shown under a separate heading).

22	Increases and reductions in reserves for contingencies and expenses (e.g. provision for dispute with a rider).
23	Information on the investments planned for the team's activities. In all cases, an explanation of how these assets are to be financed is required.
24	Makes it possible to check that the team's own funds are adequate.

# **ANNEXE 3 MODEL OF RIDER'S CONTRACT**

You may download that Word template here.

Between the undersigned,

(name and address of the paying agent), paying agent for the UCI cyclo-cross Team (name of the team), affiliated to the (name of the national federation)

and whose principal partners are:

1. (name and address) (where applicable, the paying agent itself)

2. (name and address)

hereinafter "the paying agent" ON ONE PART

and: (name and address of the rider) born at (place) on (date) of (nationality) nationality holding a licence issued by (name of the national federation)

hereinafter "the rider" ON THE OTHER PART

#### Whereas:

1. the paying agent employs a team of cyclists who participate as members of the UCI cyclo-cross team (team name) under the management of Mr./ Mrs (name of the general manager or team manager) in cyclo-cross races governed by the regulations of the Union Cycliste Internationale;

2. the rider wishes to join the (name of the team);

3. both parties are acquainted with and declare that they abide wholly by the UCI Constitution and Regulations, and those of its affiliated national federation.

#### It is agreed as follows:

#### ARTICLE 1 Engagement

The paying agent hereby engages the rider, and the rider agrees to be engaged as a cyclo-cross rider. Participation by the rider in events in other disciplines is decided by the parties case by case.

#### ARTICLE 2 Duration

The present contract is concluded for a fixed period commencing on (date) and expiring on (date).

#### **ARTICLE 3** Remuneration / reimbursement of expenses

#### a) Paid rider

The rider is entitled to an annual gross salary of (amount). This remuneration may not be lower than the legal minimum wage or, where there is no legal minimum, than the usual salary that is paid or has to be paid to full-time workers employed in the country whose national federation issued the rider's licence or in the country where the team has its head office, whichever is the higher.

#### b) Unpaid rider

The rider receives no wages or remuneration but receives expenses as per the scale below for the activities carried out for the team and/or at its request;

#### (Suggestions, examples)

(currency and amount) per kilometre travelled;

- reimbursement of air tickets for distances greater than (number) km;

- reimbursement of the cost of a 2-stars hotel room for the nights before and after the event if the competition venue is more than (number) km from the rider's home;

- on presentation of receipts, reimbursement for all meals taken during travel up to a maximum price of (currency and total amount) per meal;

- on presentation of invoices, reimbursement for minor mechanical expenses (tyres, brakes, cables, lubrication, adjustments, etc.) to a maximum total amount of (currency and total amount) per year.

#### ARTICLE 4 Payment of salary / reimbursement of expenses

a) Paid rider

1. The paying agent must monthly pay the salary referred to in article 3 above, no later than the 5th working day of the next month.

2. Should the rider be suspended under the terms of the UCI Regulations or those of one of its affiliated federations, he is not entitled to the said remuneration referred to in article 3 for the part of the suspension exceeding one month:

3. In the event of failure to make payment of the remuneration referred to in article 3, the rider is, without summoning the employer to make payment, fully entitled to an extra benefit of 5% interest per year.

#### b) Unpaid rider

1. The team must pay the sums specified in article 3 no later than the last working day of each month as long as it has received the expenses claim from the rider before the 20th of that month.

2. In the event of a failure to make payment of any sum by its due date, the rider has the right, without notice, to the interest and supplements commonly applied in that country.

3. Any sum due to the rider from the team must be paid by transfer to the rider's bank account no (number) at the (name of the bank) at (branch where the account is held). Only the proof of the execution of the bank transfer is accepted as proof of payment.

#### ARTICLE 5 Insurance

In the event of illness or accident affecting the rider's ability to meet his contractual obligations, the rider benefits from the insurance cover specified in the ANNEXEes to this contract.

#### ARTICLE 6 Primes and prizes

The rider is entitled to primes and prizes won during cycling competitions in which he/she rode for the team, in accordance with the regulations of the UCI and its affiliated federations.

Primes and prizes must be paid as promptly as possible, but at latest on the last working day of the month following that in which said primes and prizes were won.

#### ARTICLE 7 Miscellaneous obligations

1. During cyclo-cross events, the rider may not, for the duration of the present contract, work for any other team or advertise for any other sponsors than those belonging to the (name of team), except in such cases as are provided for in the Regulations of the UCI and of its affiliated federation.

2. The paying agent undertakes to allow the rider to exercise his activity properly by providing the equipment and clothing required and allowing him to take part in an adequate number of cycling events, either as part of a team or individually.

3. The rider may not compete in a race as an individual without the express consent of the paying agent. The paying agent is deemed to have given its agreement if it has not replied within a period of ten days from the date of the request. In no case may the rider take part in a race within any other structure or a mixed team if the (name of the team) has already entered for that race.

4. In the event of selection for a national team, the paying agent is required to permit the rider to participate in such races and preparatory programmes as may be determined by the national federation. The paying agent must authorise the national federation, acting on its own behalf, to give to the rider any instructions of a purely sporting nature that it deems necessary in the context of and for the duration of the selection.

In none of the aforementioned cases, the present contract is suspended.

#### ARTICLE 8 Transfers

On the expiry of the present contract, the rider is entirely free to sign a new contract with some other employer, subject to the provisions of the UCI Regulations.

#### ARTICLE 9 End of contract

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

- 1. The rider may terminate the present contract, without notice or liability for damages:
- a. if the paying agent is declared bankrupt, insolvent or goes into liquidation.

b. if the paying agent or a principal partner withdraws from the team and the continuity of the team is not guaranteed or else if the Team announces its dissolution, the winding up of its activities or its inability to meet its commitments; if the announcement is made for a given date, the Rider must perform the contract until that date.

2. The paying agent may terminate the present contract, without notice or liability for damages, in the event of serious misconduct on the part of the rider or of the suspension of the rider under the terms of the UCI Regulations for the remaining duration of the present contract. Serious misconduct is considered to include refusal to ride cycle races, despite being repeatedly called on to do so by the paying agent.

3. Either party is entitled to terminate the present contract, without notice or liability, notably in case the rider is rendered permanently unable to exercise the occupation of professional cyclist.

#### **ARTICLE 10** Defeasance

Any clause agreed upon between the parties that runs counter to the terms of the model contract between a rider and a team and/or to the provisions of the UCI Constitution or Regulations and which would in any way restrict the rights of the Rider is null and void.

#### **ARTICLE 11** Arbitration

Any dispute between the parties arising from the present Contract must be submitted to arbitration and must not be brought before any court. It must be settled in accordance with the Regulations of the UCI through the UCI arbitral board or, failing this, according to the regulations of the national federation to which the rider belongs or, failing this, the legislation governing this Contract.

Made in (place) on (date)

Made in as many copies as required by the legislation applicable to the present contract, that is to say, (number) plus one copy to be sent to the UCI.

(signature)

The Rider or its legal representative

(signature) The Paying Agent



#### B.Composition, nationality and structure of the team

THE NUMBER OF RIDERS WITHIN THE RANGE IS PERMITTED UNDER THE REGULATIONS (A MINIMUM OF 10 MEN RIDERS OR A MINIMUM OF 8 WOMEN RIDERS AND A MAXIMUM OF 16 RIDERS).

- Yes
- No

THE NATIONALITY CAN BE CLEARLY ESTABLISHED (MAJORITY OF THE RIDERS).

- Yes
- No

THE NAME OF THE TEAM IS THAT OF THE PRINCIPAL PARTNER OR THAT OF THE TWO PRINCIPAL PARTNERS, OR ONE OF THE TWO, OR ANY OTHER DENOMINATION CONNECTED TO THE TEAM PROJECT.

- Yes
- No

THE TEAM HAS AT LEAST ONE MAIN SPORTS DIRECTOR.

- Yes
- No

С.	Contracts/	agreements/	with	riders
_				

THE SIGNED ORIGINALS OF ALL CONTRACTS/AGREEMENTS HAVE BEEN RECEIVED.

- Yes
- No

THE INFORMATION GIVEN IN THE LIST OF RIDERS IS COMPLETE AND PLAUSIBLE.

- Yes
- No

THE CONTRACTS INCLUDE ALL THE MINIMUM PROVISIONS REQUIRED UNDER UCI REGULATIONS.

- Yes
- No

THE CONTRACTS COMPLY WITH THE LAWS IN FORCE (LABOUR LAW, COLLECTIVE AGREEMENTS, ETC.).

- Yes
- No

#### D. Insurances

ALL THE INSURANCE COVERAGE REQUIRED UNDER THE REGULATIONS HAS BEEN PROVIDED FOR ALL RIDERS.

- Yes
- No

THE RIDERS ARE REGISTERED WITH THE SOCIAL SECURITY SYSTEM OF THE COUNTRY OF THE TEAM OR THAT OF THEIR COUNTRY OF RESIDENCE.

- Yes
- No

Those questions are for UCI information and statistics only Clicking NO here is not an exclusion reason

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<b>L</b> .			a			С.	2

THE REPRESENTATIVE HAS PRESENTED A DETAILED BUDGET.

- Yes
- No

THE STRUCTURE IS VIABLE (EVEN IN CASE OF ANY SUM IN DEBIT OR ANY LOSSES CARRIED OVER).

- Yes
- No

THE BUDGET IS BALANCED OR SERIOUS GUARANTEES HAVE BEEN PRESENTED.

- Yes
- No

THE BUDGET IS PLAUSIBLE (COMPARISON WITH PRECEDING FINANCIAL YEAR, COMPARISON WITH OTHER TEAMS WHO HAVE SUBMITTED APPLICATION DOCUMENTS).

- Yes
- No

THE EXPENDITURE IS COVERED BY SECURE INCOME (IN PARTICULAR: EXISTING SPONSORSHIP CONTRACTS, GIFTS, SUBSIDIES).

- Yes
- No

CONTRACTS WITH SPONSORS/MAIN PARTNERS ARE CLEAR AND DEFINITIVE AND THE RELATED INCOME IS CONFIRMED.

- Yes
- No

THE FIGURES FOR "RIDERS' PAY AND EXPENSES" ARE PLAUSIBLE BY COMPARISON WITH THE LIST OF RIDERS.

- Yes
- No

DITTO FOR THE HEADING "PAY AND EXPENSES FOR OTHER STAFF".

- Yes
- No

THE PLANNED INVESTMENTS ARE COVERED BY THE TEAM'S CASHFLOW.

- Yes
- No

F. Bank guai	rantee
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THE ORIGINAL BANK GUARANTEE HAS BEEN SUBMITTED.

Yes

No

THE TEXT OF THE BANK GUARANTEE CORRESPONDS EXACTLY TO THE MODEL IN THE UCI REGULATIONS (IF NOT, IT IS ADVISABLE TO REQUIRE THAT IT BE REDRAFTED IN COMPLIANCE WITH THE REGULATIONS).

- Yes
- No

#### THE AMOUNT OF THE GUARANTEE IS AT LEAST THAT REQUIRED UNDER THE REGULATIONS.

- Yes
- No

THE DATES OF VALIDITY ARE CORRECT.

- Yes
- No

THE BANK WHICH HAS ISSUED THE GUARANTEE IS ACCEPTABLE.

- Yes
- No

#### G. Professional Status

DOES THAT TEAM HAVE THE "PROFESSIONAL STATUS" FOLLOWING YOUR NATIONAL LAW?

- O Yes
- No

H. Any negative answer or issue must be explained hereafter:

# **ANNEXE 5 MODEL BANK GUARANTEE**

You may download a Word template here.

#### Following the article 5.5.030 and 2.17.029 of the UCI Regulations

The present bank guarantee is issued under the terms of Article 5.5.025 of the Cycling Regulations of the UNION CYCLISTE INTERNATIONALE for the purpose of guaranteeing, within the limits set in those regulations, the payment of sums due by the UCI Cyclo-cross Professional Team [name] (team representative: [name of team representative]) to riders and other creditors covered in article 5.5.026 of those Regulations as well as the payment of expenses, indemnities, fines and sanctions or sentences imposed under or by consequence of the regulations of the UCI.

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

The bank,

[Exact name];

- [Full address to which any call on the guarantee can be sent];

- [Telephone of the department of the bank which handles the calling up of the guarantee];

- [E-mail address].

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

The aforementioned payments shall be made on reception of a simple request regardless of any objection raised or exception taken by anyone whomsoever.

The request shall require no justification.

The present Guarantee shall remain in effect until 30 November 2024.

Any call on the present guarantee must be received by the bank no later than until 30 November 2024.

Union Cycliste Internationale Allée Ferdi Kübler 12, CH-1860 Aigle, Suisse Tel: +41 24 468 58 11 | offroad@uci.ch | www.uci.org

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