



FÉDÉRATION INTERNATIONALE  
DE MOTOCYCLISME

**STATUTES AND BY-LAWS  
FINANCIAL REGULATIONS  
SPORTING CODE  
DISCIPLINARY AND ARBITRATION CODE  
2019**

*STATUTS ET RÈGLEMENT INTÉRIEUR  
RÈGLEMENT FINANCIER  
CODE SPORTIF  
CODE DISCIPLINAIRE ET D'ARBITRAGE*

**Statutes and By-Laws**

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**Financial Regulations**

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**Sporting Code**

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**Disciplinary and Arbitration Code**

**EDITION 2019**

update 19 January 2019

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# Statutes

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**EDITION 2019**

update 19 January 2019



**PRO VIRTUTE ET SCIENTIA**



Any references to the male gender in this document are made solely for the purpose of simplicity, and refer also to the female gender except when the context requires otherwise.



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## **TERMS, ABBREVIATIONS AND DEFINITIONS**

In interpreting these Statutes, the following terms and abbreviations are used:

<b>ADM</b>	Administration of the FIM
<b>BD</b>	Board of Directors
<b>CEO</b>	Chief Executive Officer
<b>Commission</b>	<p>A group of volunteer experts from FMNs and external stakeholders responsible for carrying out the responsibilities outlined in their Terms of Reference, including but not limited to:</p> <ul style="list-style-type: none"><li>• Developing, implementing, monitoring and evaluating a Work Plan that guides the Commissions work;</li><li>• Developing and recommending rules, regulations, policies and procedures related to their area of responsibility;</li><li>• Ensuring the ongoing operational efficiency of their area of responsibility;</li><li>• Tracking trends, recommending innovations that will establish the FIM as a respected leader within the area.</li></ul>
<b>CONU(s)</b>	CONUs are recognised geographic subdivisions of, and are accountable to, the FIM.
<b>EB</b>	Executive Board
<b>FIM</b>	Fédération Internationale de Motocyclisme - International Motorcycling Federation
<b>FMN(s)</b>	Fédération(s) Motocycliste(s) Nationale(s) - National Motorcycle Federation(s)
<b>GA</b>	General Assembly
<b>Motorcycling</b>	Applies to all activities relating to the use of motorised land vehicles having less than four wheels, except for quads, and/or caterpillar tracks or skis, as determined by the GA

<b>Officials</b>	Holders of an international official's licence issued by the FIM
<b>Ratify</b>	Decisions requiring ratification are different from recommendations for approval. They may not be implemented until ratification has been received. Decisions for ratification may not be amended by the ratifying body. The ratifying body may only approve the recommendation or send it back to the originator. Where a decision is not ratified, it must be returned to the originator with the rationale for its rejection and/or suggested amendments. The originator having reviewed the feedback may choose to put forward a revised recommendation and/or provide further background and rationale to support the original recommendation.
<b>Terms of Reference</b>	<p>Describe the work of a Commission, Committee or Working Group as a whole. Terms of Reference are unique for each body. They define:</p> <ul style="list-style-type: none"><li>• What the body has oversight of;</li><li>• What the body is responsible for ensuring is accomplished with respect to their area of responsibility;</li><li>• What decisions the body may make;</li><li>• What decisions the body must have ratified or approved by another body before the decision can be implemented;</li><li>• What the body will be held responsible for;</li><li>• How a body's success will be measured.</li></ul>
<b>Working Group</b>	A group of people with expertise in a particular area formed to undertake a specific, time limited task as outlined in the Terms of Reference approved by the appointing body. When the assigned task is complete, the group is dissolved.

## STATUTES

### 1. HISTORY

<sup>1</sup> Founded in 1904 under the name of Fédération Internationale des Clubs Motocyclistes, the Fédération Internationale de Motocyclisme is an international organisation which was created to control and develop the sporting and touring aspects of motorcycling and to assist motorcycle users in those fields.

<sup>2</sup> On 15 September 1904, an international race was organised in France with participation from Austria, Denmark, France, Germany, and Great Britain. The race was won by France, but disputes arose over the racing conditions.

<sup>3</sup> As a result, the sports authorities of the five countries represented joined together and put forward the idea of creating the Fédération Internationale des Clubs Motocyclistes (FICM). The birth of this Federation on 22 December 1904 in Paris was, however, premature. In July 1906, at a meeting in Pacov, Bohemia, on the occasion of the “International Cup”, the delegates of the participating countries - Austria, France, Germany and Great Britain - unanimously decided to dissolve the FICM.

<sup>4</sup> Five years later, the Auto-Cycle Union of Great Britain took the initiative of calling a meeting which was held at Olympia in London on 28 November 1912. The Marquis de Mouzilly St-Mars was elected Patron and the Honourable Sir Arthur Stanley MP President.

At the meeting, delegates from Belgium, Canada, Denmark, France, Great Britain, Italy, the Netherlands and the United States were present. As a result of the meeting, the FICM was re-established in order to control and develop the sporting and touring aspects of motorcycling and to assist motorcycle users in those fields.

<sup>5</sup> In 1929, the FICM was registered on a list published by the League of Nations as one of the international organisations dedicated to sport and tourism.

<sup>6</sup> In 1937, an agreement was drawn up by the FICM and the AIACR (the International Association of Recognised Automobile Clubs) defining their relationship and ensuring very close collaboration between both organisations.

- <sup>7</sup> In 1949, the FICM became the Fédération Internationale Motocycliste (FIM) and in January 1959, the headquarters of the FIM were transferred from England, where the FIM had been located since its re-founding in 1912, to Switzerland.
- <sup>8</sup> In 1951, the FIM was recognised by the Union of International Associations as a non-governmental international organisation. Since 1959, the FIM has been a member of the Federation of Semi-Official and Private International Institutions based in Geneva (FIIG).
- <sup>9</sup> In 1967, the FIM became a founding member of the General Association of International Sports Federations (GAISF).
- <sup>10</sup> In 1984, the FIM became a member of the International Council of Sport Science and Physical Education (ICSSPE).
- <sup>11</sup> In 1994, the FIM became a member of the European Transport Safety Council (ETSC).
- <sup>12</sup> In January 1998, the FIM was granted, on a provisional basis, the status of Recognised Federation by the IOC.
- <sup>13</sup> In May 1998, it became a member of the Association of the IOC Recognised International Sports Federations (ARISF).
- <sup>14</sup> In 1998, it was renamed Fédération Internationale de Motocyclisme and the CONUs were created.
- <sup>15</sup> In September 2000 during Olympic Games in Sydney, the FIM was granted the official status of a Recognised Federation by the IOC.
- <sup>16</sup> In 2001, the FIM became an Affiliate Member of the World Tourism Organization (WTO).
- <sup>17</sup> In October 2003 the FIM approved the Anti-Doping Code in accordance with the World Anti-Doping Code of the World Anti-Doping Agency (WADA).
- <sup>18</sup> In 2006, the FIM signed the Declaration of Brighton on women and sport.
- <sup>19</sup> In December 2006 a Memorandum of Cooperation between the FIM and the United Nations Environmental Programme (UNEP) was signed.

## 2. EMBLEM

<sup>1</sup> The four-colour process of the FIM emblem consists of a blue disc in the centre of which are inscribed the initials FIM in white characters. The disc, backed against a stylised cylinder, is supported by wings in a metallic grey colour. A stylised laurel wreath in the same colour decorates the lower part of the disc.

<sup>2</sup> The motto of the FIM in Latin is “Pro Virtute et Scientia” which refers on the one hand to human courage and talent and on the other hand to scientific and technological progress, the alliance of which has forged motorcycling.

<sup>3</sup> The FIM emblem, the FIM motto and the emblem of each CONU are the property of the FIM. All intellectual property rights in the FIM emblem, FIM logo and the emblem of each CONU vest in the FIM.

<sup>4</sup> The FIM emblem and FIM motto may not be used by any party including but not only any Member without the prior written approval of the BD. The BD may grant or withhold its approval in its absolute discretion and may impose conditions on any approval granted as it considers appropriate or necessary. Any approved use must also be in accordance with such guidelines as may be developed and prescribed by the BD from time to time. The emblem of each CONU may only be used by the relevant CONU unless otherwise approved by the BD. Any approved use (including by the CONUs) must be in accordance with such guidelines as may be developed and prescribed by the BD from time to time.

## 3. AUTHORITY

<sup>1</sup> The FIM is an international organisation acting in all matters connected with motorcycling activities and, as such, is active in domains as varied as sport, touring, the environment, mobility, road safety, legal affairs, and the protection and defence of the rights and interests of motorcycle users.

<sup>2</sup> As far as motorcycle sports are concerned, the FIM is the supreme and sole international authority empowered to control international motorcycling events organised under its jurisdiction throughout the world, and as such acts as the supreme court for the settlement of disputes which may arise from the organisation of such activities, save those cases that may be submitted to the CAS.

<sup>3</sup> The official titles of World Championships, Continental Championships - except those organised under the authority of the CONUs that have been recognised by the FIM - and FIM Prize Events are the exclusive property of the FIM in all disciplines of motorcycling sport. Consequently, the FIM can adopt whatever rules it deems necessary for the organisation of events in connection with these titles.

<sup>4</sup> The FIM is the sole owner of all television, radio, video cassette, sponsoring, marketing, advertising, merchandising, promotion, licensing and any other rights for the World Championships, Continental Championships and FIM Prize Events.

#### **4. HEADQUARTERS AND LEGAL STATUS**

<sup>1</sup> The FIM is incorporated in Switzerland and has established its headquarters in Mies (canton of Vaud), Switzerland. The FIM is an association as defined in Article 60 (and following) of the Swiss Civil Code and is registered in the Swiss Trade Register. The legal status of the FIM is subject to Swiss law; any contention between the FIM and its bodies or members, as well as litigation between the FIM and organisations or individuals associated or in any relationship with the FIM, in particular licensed riders, are governed by Swiss law.

<sup>2</sup> The courts of Geneva have sole jurisdiction for any dispute involving the FIM which is not covered by the arbitration clause (see Art. 5).

<sup>3</sup> The FIM is politically, economically and administratively independent. It shall allow no political, religious, sexual or racial discrimination.

#### **5. ARBITRATION CLAUSE**

Final decisions handed down by the jurisdictional bodies or the GA of the FIM shall not be subject to appeal in the ordinary courts. Such decisions must be referred to the Court of Arbitration for Sport (CAS) which shall have exclusive authority to impose a definitive settlement in accordance with the Code of Arbitration applicable to sport.

#### **6. MISSION**

The FIM is the governing body for Motorcycle sport and the global advocate for Motorcycling.



## **7. AIMS**

The aims of the FIM are in particular:

- a) To encourage motorcycling in all its forms by supporting any project or initiative which may contribute towards its development, to preserve the unity of the world motorcycling movement and to safeguard the material and moral interests of its members;
- b) To defend the interests of the members of the FIM by encouraging collaboration and friendship between them and all organisations involved in motorcycling;
- c) To oversee the organisation of the events carrying its name, and to ensure that they are run in a safe and environmentally-sensitive manner;
- d) To promote responsible motorcycle sports and recreation, as well as safe road riding and mobility in a manner that is respectful of the environment;
- e) To defend, protect and represent the rights and interests of motorcyclists in all dealings with governmental authorities as well as with public and private bodies;
- f) To obtain a wide range of benefits for motorcycle users;
- g) To promote and maintain cordial relations with motorcyclists throughout the world;
- h) To promote the participation of women and youth in motorcycling activities and in the associative bodies of the FIM;
- i) To ensure that participants in motorcycling activities and particularly riders have the opportunity to provide direct input to the FIM on its activities.

## **8. OFFICIAL LANGUAGES**

<sup>1</sup> The official languages of the FIM are English and French. All official documents shall be drawn up in both languages. All other FIM publications shall, whenever possible, be drawn up in both languages.

<sup>2</sup> At meetings of the GA and the BD, simultaneous interpretation into the official languages is provided. The BD may decide to provide simultaneous translation into a maximum of three additional working languages. All costs thus incurred shall be borne by the FIM. However, upon request, the FIM may provide consecutive or simultaneous interpretation for one or several non-official languages in other meetings. The cost incurred will be borne by the parties requiring these additional services.

<sup>3</sup> If disputes arise regarding the interpretation of the FIM documents and publications, or if there are any discrepancies between the two official texts, the English text shall prevail, unless it is specifically stated that for certain documents the French text prevails.

## 9. FINANCIAL RESOURCES

The financial resources of the FIM are primarily:

- a) Income derived from activities carried out in accordance with the decisions of the GA and/or the BD;
- b) Income derived from the investment of its capital;
- c) Grants or subsidies from public or private parties;
- d) Admission fees and membership fees paid by Affiliated Members (FMNs) or Associated Members and any institutions connected with, or recognised by, the FIM;
- e) Fees for sanctioning events and registering events in the FIM calendar;
- f) Fees for issuing and granting licences;
- g) Royalties derived from the sale or licensing of television and radio broadcasting rights, electronic and interactive gaming rights, new media rights (whether current or future) including but not only internet rights, video cassettes and all other recordings (by whatever medium) of FIM sanctioned or controlled Motorcycling activities, sponsoring, marketing, advertising, merchandising, promotion, licensing, betting and any other rights owned by the FIM including but not only homologation rights.

## **10. FINANCES**

- <sup>1</sup> The financial year of the FIM shall be the same as the calendar year.
- <sup>2</sup> The BD shall draw up rules governing the management of the FIM finances, as well as the financial procedures and regulations.
- <sup>3</sup> Three internal auditors, elected by the GA and assisted by an external firm of chartered accountants appointed by the BD, shall be responsible for the annual audit of the FIM accounts. They shall present their annual reports to the GA.

## **11. MEMBERSHIP**

The FIM is composed of:

- a) Affiliated Members (FMNs), and
- b) Associated Members.

### **11.1 Affiliated Members (FMNs)**

#### **11.1.1 Definition**

- <sup>1</sup> National federations which, in the opinion of the FIM, are not-for-profit and which are representative of and exercise effective control over motorcycling activities in their own countries (including motorcycling sport and acting as the national advocate for motorcycling in their countries) may be accepted as Affiliated Members of the FIM.
- <sup>2</sup> All nations that have recognition from the United Nations (UN) and/or the International Olympic Committee (IOC) may be a member of and/or represented in the FIM, but each by only one FMN.

#### **11.1.2 Powers of FMNs**

Every FMN accepted as an Affiliated Member of the FIM shall be the sole organisation in its own country entitled to exercise the powers of the FIM as defined in the Statutes, the By-Laws, the Sporting Code and the regulations of the FIM. Every FMN has the right to exercise these powers as long as it has not resigned or been suspended, expelled or dissolved. Subject to these Statutes every FMN has the right to participate in the meetings of the GA with the right to vote in accordance with Art. 12.

### **11.1.3 Procedure for the affiliation of FMNs**

<sup>1</sup> The procedure for the consideration of applicants for Affiliated Member of the FIM and of the relevant CONU will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **11.1.4 Admission fees and membership fees**

<sup>1</sup> To become an Affiliated Member of the FIM and of the relevant CONU, a FMN must pay a unique admission fee, the amount of which shall be set by the GA on a proposal from the BD.

<sup>2</sup> All FMNs shall pay the FIM annual membership fees decided by the GA on a proposal from the BD. Annual membership fees are payable on 1 January of the year for which they are due.

<sup>3</sup> The FIM membership fees include the fees allocated for membership of a CONU.

<sup>4</sup> The admission fee is payable at the same time as the payment of the first annual membership fees.

### **11.1.5 Loss of membership**

#### **11.1.5.1 Resignation**

The resignation of an FMN shall be accepted and effective as of the end of the calendar year, if it is notified to the FIM by registered letter with six months' notice.

#### **11.1.5.2 Suspension**

<sup>1</sup> Non-payment of membership fees and/or FIM service charges by the required date as laid down in Article 4.3 of the Financial Regulations (FR) shall lead to immediate suspension of the rights to all FIM and/or CONU services until full settlement of the outstanding amount has been received.

<sup>2</sup> FIM and CONU services are considered the delivery of FIM licences, the registration of International Meetings, FIM World Championships and Prize Events and the allocation and payment of grants and contributions.

<sup>3</sup> If an FIM World Championship or Prize Event or an International Meeting crosses the territory of a suspended FMN, the FMNR must obtain the prior written authorisation from the BD at least two months before the start of the Event.

### 11.1.5.3 Expulsion

- <sup>1</sup> An FMN may be expelled following a resolution adopted by the GA on a proposal from the BD or an FMN:
  - a) If it either fails in its duty as a member or if it acts contrary to the aims of the FIM or contrary to its membership rights and obligations expressly referred to by or in these Statutes, the By-Laws or any other FIM regulations or the rights of another FMN or if it does not represent the interests of motorcycling in its own country efficiently;
  - b) If it fails to pay its debts to the FIM and/or the relevant CONU within a maximum period of two years after receiving a demand for payment by registered letter;
- <sup>2</sup> Any proposal to expel an FMN shall be examined first by the BD which, after having heard the FMN concerned, may:
  - a) Make local inquiries in the country of the FMN concerned;
  - b) Make further inquiries about the documents at its disposal;
  - c) Recommend that the GA expel the FMN if it is of the opinion that the latter does not meet the requirements for FIM membership.

In considering a proposal to expel under this Article the BD shall always act in good faith.

### 11.1.5.4 Dissolution

Dissolution of a FMN entails loss of all its membership rights, whatever the cause of the dissolution.

### 11.1.6 Effects of loss of membership

- <sup>1</sup> FMNs that have resigned or that have been expelled or dissolved lose their membership status.
- <sup>2</sup> Loss of membership during the calendar year does not release an FMN from any possible commitments it may have towards the FIM until the end of the calendar year, nor from the full payment of the membership fees for the year in question. Loss of membership does not confer any rights to the assets of the FIM.

<sup>3</sup> A former FMN who has lost its membership of FIM for whatever reason under Art. 11.1.5:

- a) Must seek renewal or re-apply for membership in accordance with these Statutes, and
- b) May be re-admitted at the discretion of the GA upon recommendation of the BD.

The GA may accept or reject a re-application for, or renewal, of membership in its absolute discretion, and shall not be required or compelled to provide any reason for such acceptance or rejection.

## **11.2 Associated Members**

### **11.2.1 Definition**

An international or a national motorcycling organisation in a country which, in the opinion of the FIM is representative of and conducts motorcycling activities in its country, may be accepted as an Associated Member of the FIM. Approval of the relevant FMN is also required for national motorcycling organisations. Such organisations must be one of the following:

- a motorcycling industry body;
- an international rider and/or team organisation;
- a motorcycling event promoter;
- a media organisation or
- an international non-government organisation.

The terms of which may be further defined in the FIM By-Laws.

### **11.2.2 Terms and conditions of Associated Membership**

<sup>1</sup> The procedure for the consideration of applicants for Associated Membership will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

<sup>2</sup> The terms and conditions of Associated Membership including but not only fees and loss of membership will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **11.3 Honorary Members**

- <sup>1</sup> On a proposal from the BD and in recognition of services rendered, the GA may award the title of honorary member to individuals who have occupied a position within the FIM. The title of honorary member must be connected with the position held in the FIM body in which those services were rendered.
- <sup>2</sup> The holder of an honorary member title may attend the GA and the open meetings of the body for which they have received the title of honorary member, but they do not have the right to vote. However, they can be nominated by their respective FMN as voting delegates at the GA.
- <sup>3</sup> The holder of an honorary member title may not be a candidate for a post within the same body in which he was a member before the honorary title was awarded to him.

### **11.4 Members of Honour**

- <sup>1</sup> The GA may, on a proposal from the BD, award the title of Member of Honour upon an individual or corporate body outside the FIM in recognition for important services rendered to the FIM or to motorcycling activities in general
- <sup>2</sup> Members of Honour may attend the GA, but without the right to vote.

## **12. THE BODIES OF THE FIM**

The bodies of the FIM are the following:

- The General Assembly (GA);
- The Board of Directors (BD);
- The Executive Board (EB);
- The Internal Auditors;
- The Administration (ADM);
- The Continental Unions (CONUs);
- The Commissions;
- The International Disciplinary Court (CDI);
- The International Appeal Tribunal (TIA);
- The Arbitration and Advisory Tribunal (TAC).

## 12.1 The General Assembly (GA)

<sup>1</sup> The GA is the supreme authority of the FIM. It may approve, reject, alter or postpone any proposal submitted after taking into account the interests of the FIM and its own general policy. Deliberations and discussions take place in accordance with the procedures laid down in these Statutes.

Unless the GA decides otherwise, decisions enter into force immediately.

<sup>2</sup> The ordinary GA shall take place once a year at such date, time and location as will be determined by the BD upon recommendation of the ADM.

<sup>3</sup> The BD may convene an extraordinary GA if it deems this necessary.

<sup>4</sup> The BD must convene an extraordinary GA if at least one-fifth of the FMNs submit such a request with supporting arguments.

### 12.1.1 Participation

Participants at the GA are:

- a) Voting delegates and other persons who have been designated by the FMNs to attend a particular GA, subject to a maximum of three per FMN;
- b) Delegates who have been elected by the GA or appointed by the BD;
- c) The Presidents of the CONUs who represent their respective CONU;
- d) Honorary Members and Members of Honour appointed under Arts. 11.3; and 11.4;
- e) A maximum of two representatives from each Associated Member;
- f) Members of the BD and such other persons as may be invited to attend;

Only those persons in Arts. 12.1.1(a), (b) and (c) are entitled to speak and debate at the GA as of right. Those persons in Arts. 12.1.1(d) and (e) may only speak and debate with the leave of the President. No other persons are entitled to attend the GA unless invited by the President.



## **12.1.2 Voting rights**

- <sup>1</sup> Only FMNs have the right to vote.
- <sup>2</sup> Upon acceptance as a member of the FIM, each FMN has the right to one vote at the GA.
- <sup>3</sup> Votes may only be cast by a single delegate who shall be a member of the FMN and officially nominated as a voting delegate by a senior official of the FMN he represents. The registration form for the voting delegate may include two further deputy delegates and must be duly signed and stamped by the president and a senior official of the FMN concerned.  
  
Should the registered voting delegate be prevented from attending the General Assembly at a late stage for reasons of force majeure or illness, the president or his deputy and a senior official of the FMN concerned may appoint either deputy as voting delegate by means of a new registration form duly signed and stamped to be sent in pdf format by electronic mail to the CEO of the FIM 48 hours at the latest before the opening of the General Assembly.
- <sup>4</sup> An FMN can only exercise its voting right(s), if all of its due debts to the FIM have been fully paid before the due date.
- <sup>5</sup> Voting by proxy is not allowed.
- <sup>6</sup> Any proposal which has been accepted in writing by all the FMNs shall be considered as equivalent to a decision of the GA. Such decisions shall be the subject of an immediate official communication from the ADM.

## **12.1.3 Notice of meetings**

A written notice to attend an ordinary GA shall be sent at least 90 days before the date of the GA. At least 30 days' notice must be given prior to an extraordinary GA.

## **12.1.4 Agenda**

- <sup>1</sup> The Agenda of the ordinary GA shall notably include the following points:
  - a) Verification of the composition of the GA;
  - b) Approval, where appropriate, of the Minutes of the preceding GA;

Approval of the balance sheet and accounts for the preceding year, the acceptance of the audit report submitted by the internal auditors and the discharge of responsibility to be given to the decision-making bodies;

- d) Elections for vacant positions including the Internal Auditor(s);
- e) Recommendations and proposals from the BD;
- f) Proposals of the FMNs;
- g) The opposing views of FMNs, with the supporting arguments, to proposals made by the Commissions;
- h) Ratification of the calendar of FIM Championships and Prizes for the following year;
- i) Considering new member applications for approval as submitted by the BD;
- j) Considering proposal submitted by any FIM body as submitted by the BD;
- k) Appointment of independent tellers for GA elections;
- l) Considering any motion of censure proposed to the GA.

<sup>2</sup> Proposals which FMNs require to be discussed at an ordinary GA must reach the ADM in writing and with the indication of the reasons for doing so at least 60 days before the first day of the GA.

<sup>3</sup> If the proposal concerns a modification of the Statutes or By-Laws, it must include the entire text of the new or amended article.

<sup>4</sup> The Agenda and all relevant documentation must be sent to all members of the FIM 30 days before the GA.

<sup>5</sup> Items that are not on the Agenda shall not be considered unless approved by a majority of two-thirds of the votes cast. However, no amendments to the Statutes or the By-Laws may be put to a vote at the GA unless they are on the Agenda.

### **12.1.5 Quorum**

With the exception of Article 18.1 of these Statutes, the decisions of the GA shall only be deemed valid if at least 25 FMNs or one-third (rounded up to the next whole number) of the FMNs - whichever is the greater - with the right to vote are present. If the quorum is not reached, the FMNs present may decide to hold a meeting; however decisions taken during that session, to be valid as decisions of a GA, must be confirmed by the following GA.

### **12.1.6 Chair of the GA**

The GA shall be chaired by the President of the FIM.

### **12.1.7 Authority**

The GA shall have the following authority in particular:

- a) To determine, on a proposal from the BD, the strategic framework and general policy of the FIM in all its areas of activity;
- b) To approve, where necessary, the Minutes of the preceding meeting;
- c) To approve the annual report of the BD; to approve the audited annual accounts and the balance-sheet; to give discharge to the BD after having heard the report of the internal and external auditors of the accounts;
- d) To approve the annual budget presented by the BD;
- e) To affiliate new FMNs or expel existing FMNs;
- f) On a proposal from the BD, to grant recognition to a CONU or to withdraw recognition from a CONU;
- g) To adopt and amend the Statutes, the By-Laws and the Sporting Code of the FIM;
- h) To elect the President, the members of the BD and the Internal Auditor(s) of the FIM;
- i) To examine and, if appropriate, reach a decision on the proposals submitted by the CEO to the BD;
- j) To take decisions on the proposals received from the FMNs and on such other matters as are on the meeting agenda under Art. 12.1.4 but which are not expressly covered under this Art. 12.1.7.;

- k) To examine, and, where necessary, reach a decision on a motion of censure and/or the removal of a person from office;
- l) To appoint Honorary Members;
- m) To create new bodies and/or dissolve Commissions of the FIM;
- n) To approve, on a proposal from the BD, the creation by the BD of commercial companies, private foundations, etc., or the participation of the FIM in such companies or foundations, etc., if this assists the FIM to better achieve its goals in certain specific areas of activity;
- o) To determine, on a proposal from the BD, the admission fee and membership fee, as well as the registration fees for the events and charges for the different licences;
- p) To appoint scrutineers to supervise a vote or to conduct the elections and to count the ballots at the GA;
- q) To confirm the appointments of members of the International Judicial Commission (CJI);
- r) To dissolve the FIM.

#### **12.1.8 Decisions of the General Assembly**

- <sup>1</sup> Unless otherwise stated in these Statutes, voting shall be by a show of hands or by roll call. In the latter case, if requested by a voting delegate, voting shall take place by secret ballot.
- <sup>2</sup> The following majorities are required in the GA:
  - a) For the dissolution of the FIM three-quarters of the votes cast;
  - b) For amendments to the Statutes, the expulsion of an FMN, the granting and withdrawal of recognition of a CONU, a motion of censure and removing a person from office: two-thirds of the votes cast;
  - c) For all other decisions (including amendments to the By-Laws and the Sporting Code): an absolute majority, i.e. 50% of the votes cast + 1 vote.

- <sup>3</sup> All majorities are rounded up to the next highest whole number.
- <sup>4</sup> In case of a tie, a second round of voting shall be organised after which, if the tie is still not broken, the proposal shall be considered rejected.
- <sup>5</sup> Blank or void ballot papers or any other form of abstention shall not be taken into account when counting the number of votes cast.

#### **12.1.9 Minutes**

- <sup>1</sup> The Minutes of every GA shall be drawn up by the ADM in the two official languages of the FIM and sent to all FMNs and delegates not later than 6 (six) weeks after the end of the GA.
- <sup>2</sup> Any objections to the Minutes, together with supporting arguments, must be communicated in writing to the ADM. They must reach the ADM within two months following their publication. If no objections have been received within this time limit, the Minutes shall be deemed approved. If an objection is raised in due time, the Minutes must be approved at the next GA.

#### **12.1.10 Elections**

Elections at the GA shall be held on a rotating basis at every GA held in an even year. There shall be no elections at the GA held in odd years, unless there are vacancies to be filled.

##### **12.1.10.1 Criteria applicable to candidatures for the position of President, elected member of the BD and Internal Auditor of the FIM**

- <sup>1</sup> Candidatures must be put forward by one or several FMNs.
- <sup>2</sup> Every candidature must be accompanied by a detailed curriculum vitae of the candidate.
- <sup>3</sup> A candidate who is put forward for the first time must be present at the relevant GA unless in case of justified impediment. The President decides on accepting or refusing the justification.
- <sup>4</sup> Prior to the casting of ballots, all candidates may introduce themselves and explain orally their programme and targets to the GA for a time period deemed reasonable by the President.
- <sup>5</sup> A person may not be a candidate for more than one position in the FIM at any one time.

<sup>6</sup> A candidate who already holds a position in the FIM must resign from their current position following a successful election to the new post.

<sup>7</sup> A candidate must be and remain accessible by email whenever possible.

#### **12.1.10.2 Eligibility**

The following conditions for eligibility must be fulfilled:

a) For the President, a member of the BD and an Internal Auditor of the FIM:

Candidates must be able to express themselves in at least one of the two official languages of the FIM and/or must be able to provide their own interpreter;

b) For the Internal Auditors:

Candidates must be suitably qualified in financial and accounting matters.

#### **12.1.10.3 Procedure applicable to candidatures for all elective positions**

The procedure for the nomination of candidates for elective positions will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

#### **12.1.10.4 Procedure applicable to elections**

The procedure for elections will be will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

#### **12.1.10.5 Incompatibilities with position**

<sup>1</sup> The President of the FIM may not hold any office or position in an FMN, CONU or in an industry or business connected with motorcycling. If such links exist at the time of the election, the President must terminate them within 4 months of the election.

<sup>2</sup> In the BD, the members must all be from different FMNs. This does not apply to the FIM President who may be from the same FMN as another BD member.

- <sup>3</sup> In the BD, a President of a CONU can not also be an elected member of the BD at the same time.
- <sup>4</sup> Elected members of the BD may not hold any office within an executive body of a CONU.
- <sup>5</sup> A close family member (spouse or biological or adoptive parent, child, sibling, first cousin without removal, niece or nephew) of a serving member of the BD, including the FIM President, may not serve on the BD in any capacity at the same time as (concurrently with) that member.
- <sup>6</sup> Promoters of international motorcycling events (e.g. FIM Championships and Prizes or regional championships) may not serve on the BD while exercising that activity in any executive or managerial capacity.
- <sup>7</sup> Internal Auditors may not hold any other position in the FIM and must be from different FMNs.
- <sup>8</sup> The members of each Commission Bureau, with the exception of the Director, must be from different FMNs.

## **12.2 The Board of Directors (BD)**

### **12.2.1 Composition**

- <sup>1</sup> The members of the BD shall be:
- a) The President of the FIM;
  - b) Six elected members, two of whom shall be proposed as Vice-Presidents by the President for approval of the BD. One of the Vice-Presidents shall also be appointed Deputy President by the President in his/her sole discretion;
  - c) The Presidents of the recognised CONUs. A President of a CONU whose period of office in the CONU ends shall be replaced by his elected successor who shall immediately take up his duties in the BD; however, in the event that a CONU President is from the same FMN as an elected member of the BD (irrespective of whether the elected member joins the BD before or after the election of the CONU President at continental level), that CONU President will not be able to be a member of the BD. In that case, he will be replaced on the BD by a member of the CONU executive body duly designated as his substitute by the CONU. That substitute shall have the right to vote;

d) The Chief Executive Officer, but without the right to vote.

<sup>2</sup> In the interests of good governance, each CONU must be represented by the President of the CONU at all the meetings of the FIM Board of Directors.

<sup>3</sup> Except in case of exceptional circumstances (e.g. cases of force majeure) duly recognised as such by the FIM BD, a CONU President who is temporarily or permanently unable to perform his duties must be replaced in the FIM BD by a member of the CONU executive body duly designated as his substitute by the CONU; such substitute shall have the right to vote.

<sup>4</sup> Except in case of exceptional circumstances (e.g. cases of force majeure) duly recognised as such by the FIM BD and on pain of sanctions in case of non-representation, the CONU must be represented at each meeting of the FIM BD by its President or by the substitute for its President duly appointed by the CONU. The applicable aforementioned possible sanctions are:

- Interruption of the administrative services (e.g. issuing of licences) provided by the FIM (to be decided by the FIM BD)
- Cancellation and reimbursement by the CONU of up to the three last amounts maximum paid by the FIM in respect of any Administrative Subsidies and/or the Fund for the Promotion of Motorcyclists' Activities as set out in Article 5 of the Financial Regulations (to be decided by the FIM BD)
- Withdrawal of CONU recognition.

## **12.2.2 Authority**

<sup>1</sup> The BD has overall responsibility for the strategic direction and governance of the FIM. It is entrusted with all the powers which, according to the Statutes of the FIM, are not explicitly reserved for the GA.

<sup>2</sup> In particular, it has responsibility:

- a) To ensure that the decisions of the GA are implemented;
- b) To place a binding interpretation on provisions of the Statutes or Regulations of the FIM or on any other decision of the GA which may be a divergence of interpretation between the bodies called upon to apply it or between the FIM and one of its members;



- c) To govern the FIM including the preparation and monitoring of the FIM financial statements;
- d) To buy, sell, exchange, borrow, lease, rent or mortgage real estate and other assets;
- e) To negotiate all other rights of the FIM and conclude the relevant contracts, in particular in the domain of television rights, the media, sponsorship and marketing rights;
- f) To decide whether or not to accept any donations or gifts, open bank accounts and take decisions concerning the investment of funds or revenue;
- g) To create, with the approval of the GA, commercial companies, private foundations, trusts, etc. or to acquire financial interest in commercial companies, private foundations, etc. in order to further the aims of the FIM in specific areas of activity;
- h) To appoint, or authorise the appointment of Board committees, portfolios, experts, Working Groups or consultants to assist the BD and/or the CEO and/or the Commissions in their respective tasks as set out in the By-Laws (as regularly amended) and relevant Terms of Reference and/or Role documents;
- i) To represent the FIM in all legal proceedings in which it is involved, through its President or a Vice-President specially appointed by the BD for this purpose;
- j) To appoint the Chief Executive Officer and to review his performance and if necessary dismiss him;
- k) To appoint and/or ratify all members of Commissions (including Directors who will chair and conduct the Commission) including those members whose candidatures have been put forward by the FMNs and after due consultation with relevant parties;
- l) To act for, and on behalf of, the GA when a decision cannot be held over until the next GA, and to set a date for the entry into force of such a decision;
- m) To adopt or amend the Codes (other than the Sporting Code), policies and other regulations including but not only regulations related to finance and human resources;

- n) Nominate any person authorised to sign together with the President or the Chief Executive Officer, all documents which commit the FIM or impose obligations upon it;
- o) Draw up and/or approve specific regulations or Terms of Reference for Commissions, committees and Working Groups, acting on a proposal by them or on its own initiative;
- p) To appoint the external auditing firm;
- q) To develop and implement the annual budget;
- r) To propose to the GA for consideration and approval the strategic framework and general policy of the FIM in all its areas of activity;
- s) To develop and implement the strategic objectives and key performance indicators by which the strategic framework and general policy of the FIM will be delivered;
- t) To ensure compliance with all relevant laws and other statutory requirements;
- u) To propose or appoint new members in the relevant category of FIM membership.

### **12.2.3 Meetings**

The procedure for the conduct of BD meetings will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **12.2.4 The President**

- <sup>1</sup> The duties of the President are to:
- a) chair meetings of the GA, BD and EB;
  - b) manage the activities of the BD, including ensuring the BD is organised properly, functions effectively and meets its obligations and responsibilities;
  - c) ensure the decisions of the GA, BD and EB are implemented and that the Statutes and Bye-Laws are respected;
  - d) facilitate effective communications and relations with CONUs, FMNs, volunteers, stakeholders and the general public;

- e) collaborate with the CEO to form a strong, collaborative working team that is in regular contact to ensure that their individual and collective decisions and actions are consistent with the FIM Statutes, By-Laws, Regulations, policies and BD direction;
- f) represent the FIM to the public, external organisations, governments and media;
- g) be an ex-officio member of all Commissions, Committees and Working Groups where he is not appointed as a full member. Attendance at these meetings is not expected and shall be at the President's discretion; and
- h) liaise with members of the FIM.

<sup>2</sup> In emergencies, the President can, after consultations with, and the agreement of the EB, take any decision that is deemed necessary in order to safeguard the interests of the FIM. In such cases, the BD must be informed immediately of the relevant decision. A decision of the President under this Article will be considered a decision of the EB under Art. 12.3.4.

<sup>3</sup> The President may sign, together with the Chief Executive Officer or any other person designated by the BD, all documents which commit the FIM or impose obligations upon it. Such documents must be signed by two of the persons authorised for that purpose.

<sup>4</sup> The President may attend any meeting of a Commission or any Working Group created by the FIM, but without the right to vote.

### **12.2.5 The Deputy President**

<sup>1</sup> The Deputy President appointed under Art. 12.2.1<sup>1</sup>(b) shall replace the President if the latter is absent, ill or if s/he resigns from his/her position. In such an event his/her duties shall be those set out in Art. 12.2.4.

<sup>2</sup> The Deputy President may attend any meeting of a Commission or any Working Group created by the FIM, but without the right to vote.

### **12.2.6 The members of the BD**

<sup>1</sup> The GA shall elect six members to the BD according to Arts. 12.1.10 and 12.2.1.

<sup>2</sup> Any member of the BD may be designated by a decision of the BD as contact persons between the BD and particular Commissions. If deemed necessary, the BD may appoint a member of the BD as Director of a Commission.

<sup>3</sup> With a view to furthering the development of the FIM's activities, members of the BD may be asked to carry out special assignments with authority to deal with FMNs or other organisations. In such cases, account shall be taken of their special skills or the existence of particular circumstances.

<sup>4</sup> A designated member of the BD may sign, together with the President or the Chief Executive Officer, all documents which commit the FIM or impose obligations upon it. Such documents must be signed by two of the persons authorised for that purpose.

<sup>5</sup> Any member of the BD may represent the FIM vis-à-vis official organisations if they are given a specific mandate to do so by the BD or on the authority of the FIM President.

<sup>6</sup> Any member of the BD may attend any meeting of an FIM Commission or any Working Group created by the FIM, but without the right to vote.

### **12.2.7 The Presidents of the CONUs**

<sup>1</sup> The Presidents of the CONUs are ex officio members of the BD, subject to art. 12.2.1 al. 1 let. c) of the FIM Statutes.

<sup>2</sup> With a view to furthering the development of the FIM's activities, the Presidents of the CONUs may be asked to carry out special assignments with authority to deal with FMNs or other organisations. In such cases, account shall be taken of their special skills or the existence of particular circumstances.

<sup>3</sup> They may attend any meeting of an FIM Commission or any Working Group created by the FIM, but without the right to vote.

## **12.3 The Executive Board (EB)**

### **12.3.1 Composition**

<sup>1</sup> The EB shall consist of the President of the FIM, the two Vice-Presidents, one CONU President (elected from and by the six CONU Presidents) and the CEO.

<sup>2</sup> The Chief Executive Officer is a member of the EB but without the right to vote.

### **12.3.2 Authority**

The EB shall be empowered to deal with all questions of safety or those of extreme importance which require an urgent decision. It may set a date for the entry into force of such decisions. In urgent cases, it shall also be authorised to initiate legal or arbitration proceedings with the relevant court on behalf of the FIM.

### **12.3.3 Meetings**

The EB shall meet whenever convened by the President of the FIM. The EB may hold its meetings in the form of teleconferences or video-conferences.

### **12.3.4 Decisions**

<sup>1</sup> A decision shall only be considered valid if it is accepted by the majority of the voting members of the EB. In the case of a tie, the President shall have the casting vote.

<sup>2</sup> Decisions taken by the EB carry the same weight as those of the BD. Under no circumstances may decisions of the BD be changed by the EB.

<sup>3</sup> The reports of the EB must be submitted to the BD. The BD must be informed immediately of any decision taken by the EB. Where practicable, all decisions of the EB must be submitted to the BD for ratification at its next meeting.

## **12.4 The Internal Auditors and the External Auditing Firm**

<sup>1</sup> Three Internal Auditors guarantee the conformity and the reliability of the accounts, analyse the budget and the annual accounts prepared by the Chief Executive Officer.

<sup>2</sup> The external auditing firm audits the accounts in accordance with the legal provisions of the Swiss law and submits a report to the Internal Auditors as well as to the General Assembly. It is appointed for three years. Its mandate can be renewed.

<sup>3</sup> After having acknowledged the report of the external auditors, the Internal Auditors deliver their opinion on the accounts to the BD and to the GA for their approval.

## **12.5 The FIM Administration (ADM)**

- <sup>1</sup> The ADM is the permanent administrative body of the FIM and is located at the headquarters of the FIM.
- <sup>2</sup> The ADM is responsible to the BD for the management and administration of the FIM and is also responsible for co-ordinating the promotional activities of all the FIM bodies.
- <sup>3</sup> The ADM shall be responsible in particular for the convocation of the ordinary and extraordinary meetings, as well as for drawing up the Minutes of all meetings of the FIM bodies. Minutes shall be prepared and published in the official languages no later than 6 weeks after the end of each meeting.
- <sup>4</sup> All official FIM communications shall be channelled through the ADM.
- <sup>5</sup> All official communications sent to the FIM must be addressed to the ADM and not to individuals.
- <sup>6</sup> The CEO is responsible for the conduct of the ADM.

### **12.5.1 The Chief Executive Officer (CEO)**

- <sup>1</sup> The CEO is appointed by and accountable to the BD for providing overall management of the FIM. The CEO will support the BD and its mandate and will be accountable for ensuring the FIM operates within the policy and strategic framework established by the BD. The CEO will provide advice and counsel to the BD in all matters impacting the FIM and will provide effective operational leadership to the management, staff and volunteers of the organisation. Subject to these Statutes the CEO will have such roles and responsibilities as are determined by the BD and set out in the CEO's Job Description, Authority and Accountability.
- <sup>2</sup> The CEO is a member of the BD and the EB but without the right to vote.
- <sup>3</sup> The CEO receives direction from and is responsible to the BD and the President. In the event the CEO is asked to implement a directive which the CEO believes is not consistent with the BD's direction, the CEO shall inform the members of the EB. Without limiting anything else in this Art. 12.5.1 the CEO shall:
  - a) Lead and develop a highly motivated professional team dedicated to excellence and high performance with a commitment to achieving the FIM's strategic objectives;

- b) Develop and maintain business opportunities and strategic partnerships with governments, industry, promoters, corporate partners and the motorcycle community;
  - c) Initiate, develop and implement sound administrative, human resource, commercial, financial and risk management practices for the long term benefit of the FIM and its entities;
  - d) Provide leadership and strategic advice to the BD and senior management to ensure the development of a shared vision and clear strategic direction for the FIM;
  - e) Ensure the vision and values are projected in all communications and actions; that the strategic framework is well understood throughout the FIM and used to guide all decision-making;
  - f) Facilitate the development of a customer service culture throughout the FIM;
  - g) Ensure the BD has the information necessary to make informed decisions and that all corporate governance obligations of the organisation are met;
  - h) Develop, implement and monitor all action plans based on the FIM's strategic objectives;
  - i) Develop, implement and monitor all decisions taken by the FIM bodies as well as for all the activities of the ADM;
  - j) Ensure that all FIM bodies use their best endeavours to fulfil their respective key performance indicators;
  - k) After consultation with relevant parties, recommend to the BD all appointments including Directors and replacement appointments of Commissions;
  - l) Manage the roles and responsibilities of FIM Commissions;
  - m) Recommend proposed new members to the BD for affiliation.
- <sup>4</sup> The CEO must also ensure that the Minutes of the meetings of all FIM bodies are drawn up and published by the specified deadline.

- <sup>5</sup> The CEO shall safeguard the interests and prestige of the FIM and draw the attention of the President, the BD or the EB to anything which, in his opinion, may be contrary or harmful to the interests of the FIM.
- <sup>6</sup> The CEO must be able to speak, and write in, the two official languages.
- <sup>7</sup> The CEO must ensure that the FIM rules are respected and that the administration and management of the FIM is in accordance with these Statutes and the directions of the BD.
- <sup>8</sup> The CEO can sign, together with the President or any other person designated by the BD, all documents which constitute a commitment or an obligation for the FIM. Such documents must be signed by two of the persons authorised for that purpose.
- <sup>9</sup> In all matters concerning the running of the FIM, the CEO shall follow the policy laid down by the BD. No executive staff member may be hired or dismissed without the approval of the EB. The CEO may otherwise hire or appoint and dismiss staff members and volunteers. In considering the hiring or appointment of any staff member or volunteer the CEO must consider the expertise of the relevant candidate against the requirements of the position. The CEO must respect relevant job descriptions and ensure that staff members and volunteers mutually respect and recognise the roles they each play for the FIM.
- <sup>10</sup> The CEO shall ensure that written notification of all BD and EB decisions is sent by the ADM to all FMNs at least 60 days before the date fixed for their entry into force.
- <sup>11</sup> The CEO shall ensure good co-ordination between the ADM and the Secretariats of the FMNs and the CONUs.
- <sup>12</sup> The CEO shall be responsible for all questions of protocol during FIM official ceremonies.
- <sup>13</sup> The CEO may attend any meeting of a body of the FIM or any Working Group created by the FIM, but without the right to vote.
- <sup>14</sup> The CEO may not hold any office or position in an FMN or within an industry or business connected with motorcycling.



## **12.6 The Continental Unions (CONUs)**

### **12.6.1 Definition**

- <sup>1</sup> CONUs are recognised geographic subdivisions of, and are accountable to, the FIM. There are six CONUs each named according to the continent in which it is located; FIM Asia, FIM Africa, FIM Europe, FIM Oceania, FIM North America and FIM Latin America.
- <sup>2</sup> The CONUs are bodies of the FIM separately incorporated, financially and administratively autonomous.
- <sup>3</sup> The CONU applies itself to fulfil the goals of the FIM within its attributions laid down in the Statutes, By-Laws and other relative provisions and directives declared binding by the FIM.
- <sup>4</sup> The FIM may interrupt the administrative services provided by the FIM and/or cancel and demand reimbursement of up to the three last amounts paid by the FIM in respect of any Administrative subsidies and/or the Fund for the Promotion of Motorcyclists' Activities as set out in Article 5 of the Financial Regulations and/or withdraw recognition (ultima ratio) from a CONU that does not fulfil its obligations according to the FIM Statutes and By-Laws.
- <sup>5</sup> Subject to these Statutes, every FMN in the geographic area of a CONU shall by virtue of its membership of the FIM automatically be a member of that CONU.
- <sup>6</sup> The Presidents of the CONUs are ex officio voting members of the BD, subject to art. 12.2.1 al. 1 let. c) of the FIM Statutes.
- <sup>7</sup> The BD may, in exceptional circumstances, authorise a CONU to grant membership to an FMN that belongs geographically to another continent and is not affiliated to the CONU on that continent, provided that the latter has no objection.

### **12.6.2 Roles, duties and obligations of CONUs**

- <sup>1</sup> The roles, duties, rights and obligations of a CONU will be regularly determined by the GA and set out in the FIM By-Laws (as regularly amended) or in the role documents proposed by the BD.

<sup>2</sup> Subject to Art. 12.6.1<sup>3</sup>, the CONU is not authorised to represent the FIM before third parties and acts in its own name when fulfilling its attributions and obligations. It must call the attention to third parties the fact that it does not make the FIM liable for the obligations entered into by the CONU.

## **12.7 The Commissions**

<sup>1</sup> The Commissions shall be consulted by the BD and the ADM in their particular field of activity. The Commissions are operationally accountable to, and form part of, the ADM.

<sup>2</sup> On a proposal from the BD, the GA may form other Commissions in addition to the Commissions listed below and may dissolve existing ones.

<sup>3</sup> All Commissions must seek to execute their relevant work plan(s) in the FIM strategic plan related to their respective areas of activity.

### **12.7.1 Composition**

<sup>1</sup> The size, role, duties, authority and responsibilities of each Commission will be regularly determined by the BD and set out in the By-Laws (as regularly amended) and/or the Commission's Terms of Reference.

<sup>2</sup> The procedures and conditions applicable to candidatures and to the appointment of Commission members will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **12.7.2 Authority**

<sup>1</sup> The Commissions shall carry out their activities within the limits of their Terms of Reference and respective budgets.

<sup>2</sup> The Commissions must act in the best interests of the FIM and motorcycle sport and must ensure that the FIM regulations are respected systematically, loyally, and in good faith. Amendments to their regulations may be proposed to the BD.

### **12.7.3 Commissions**

The Commissions of the FIM are:

- a) The Commission of Circuit Racing (CCR);
- b) The Motocross Commission (CMS);
- c) The Trial Commission (CTR);
- d) The Enduro Commission (CEN);
- e) The Cross Country Rallies Commission (CRT);
- f) The Track Racing Commission (CCP);
- g) The Touring and Leisure Commission (CTL);
- h) The Public Affairs Commission (CAP);
- i) The International Sustainability Commission (CID);
- j) The Commission for Women in Motorcycling (CFM);
- k) The International Judicial Commission (CJI);
- l) The International Medical Commission (CMI);
- m) The International Technical Commission (CTI).

## **13. MISCELLANEOUS PROVISIONS**

### **13.1 Term of office**

Without prejudice to Art. 13.4 below the term of office for all elective positions is four years, renewable upon expiry, but only for a maximum of three consecutive terms of four years (or part thereof). In this Article any period less than a four year term shall be regarded as a full term. The BD may decide to set a different term of office.

### **13.2 Taking office**

Delegates shall take office as soon as they have been elected or appointed, with the exception of the President of the FIM who shall take office only after the conclusion of the electoral session.

### **13.3 Removal from office**

<sup>1</sup> Any person elected who does not attend two consecutive meetings (including electronic meetings) of the body to which s/he is elected - unless the reason for such absence is accepted by the BD - shall be immediately removed from his/her office. Subject to these Statutes, such posts shall remain vacant until the next GA.

<sup>2</sup> If a Commission member is not, in the reasonable opinion of the Director of that Commission, contributing to the Commission, the Director may, after discussion with the member, recommend to the CEO that the non-contributing member be removed from the Commission.

#### **13.4 Transitional provision**

All current members of the BD may serve another two terms of four years from the approval of this Art. 13.1. (Ed. Note: in 2010).

#### **13.5 Resignation or non-availability to perform his/her duties**

If the holder of an office resigns his position or is no longer able to perform his duties for whatever reason (illness, death, etc.), the following procedure shall apply until the office is reassigned at the next GA:

- a) The President of the FIM shall be automatically replaced by the Deputy President;
- b) The tasks performed by the Vice-Presidents, other BD members and the Presidents of the CONUs shall be replaced by a decision of the BD upon a proposal from the President of the FIM.

#### **13.6 Procedure in case of a vacancy**

<sup>1</sup> FMNs shall be informed immediately if there is a vacancy due to the resignation, removal from office or non-availability of a person to fulfil his/her duties.

<sup>2</sup> Subject to these Statutes vacant elected posts shall remain vacant until the next GA. Vacant appointed posts shall remain vacant until the next BD meeting.

#### **13.7 Voting rights in meetings of the BD, EB and Commissions**

The voting rights of all persons entitled to vote in meetings of the BD, EB and Commissions are set out in the FIM By-Laws (as regularly amended).

#### **13.8 Conflicts of interest and/or loyalty**

Any member of the BD, EB or a Commission who has a conflict of interest and/or loyalty either financial or personal in any proposal that is put before the meeting of the relevant body must declare that conflict of interest and/or loyalty and must leave the meeting, and not seek to influence debate on the proposal nor vote on the proposal. In the case of any challenge to

a person being eligible to vote on any matter then the person chairing the relevant meeting will take a decision.

### **13.9 Quorum in meetings of the BD, EB, Commissions**

The quorum for meetings of the BD, EB and Commissions is set out in the FIM By-Laws (as regularly amended).

### **13.10 Motions of censure**

<sup>1</sup> Any FIM body which does not fulfil its duty can be the subject of a motion of censure by the GA.

<sup>2</sup> The procedure for motions of censure will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **13.11 Removal from office**

<sup>1</sup> Persons holding office who infringe the FIM rules in the course of their duties on behalf of the FIM may be removed from office by the BD. They may also be the subject of one of the sanctions provided for in the Disciplinary and Arbitration Code.

<sup>2</sup> The procedure for removal from office will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **13.12 Loss of status as FIM appointed person**

The procedures regarding loss of status as an FIM appointed person or rescinding the term of office of an appointed person will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

## **14. AMENDMENTS TO THE STATUTES**

Any amendment to the Statutes shall require a decision of the GA accepted by a majority of two-thirds of the votes cast. Adopted amendments shall enter into force immediately, unless the GA decides otherwise.

## **15. BY-LAWS**

The GA shall on the recommendation of the BD, determine and approve the By-Laws which may, subject to these Statutes, include the rules of procedure applicable to all FIM bodies and members of those bodies. The By-Laws will also set out the procedure for FIM Awards and the protocol to be followed at official ceremonies of the FIM.

## **16. CODES**

The GA approves the Sporting Code governing all the sporting activities under the authority of the FIM.

The BD approves the following Codes:

- a) the Code for Touristic Gatherings which governs activities connected with tourism;
- b) the Disciplinary and Arbitration Code which defines the FIM disciplinary bodies, punishable acts, the disciplinary procedure and the sanctions which may be imposed;
- c) the Medical Code which contains medical standards that apply to sporting activities and which must be enforced by the sporting Commissions;
- d) The Anti-Doping Code, which bans doping in accordance with the World Anti-Doping Code of the World Anti-Doping Agency (WADA), obliges riders to undergo anti-doping testing and, defines the procedures and sanctions for infringements to this Code;
- e) The Environmental Code which contains regulations and recommendations that apply to sporting activities and road users in order to protect the environment;
- f) The FIM Code of Ethics which sets out the ethical standards that shall govern the pursuit of the mission of the FIM and its activities.

## **17. DISCREPANCIES BETWEEN THE STATUTES AND ANY OTHER FIM RULE**

In the event of any discrepancy between a rule in these Statutes and another FIM rule other than at statutory level, the statutory rule shall prevail.

## **18. DISSOLUTION**

### **18.1 Dissolution procedure**

<sup>1</sup> The dissolution of the FIM may only be decided by an extraordinary GA convened for this specific purpose and attended by at least two-thirds of the FMNs. The decision must be approved by a majority of three-quarters of the votes cast.

<sup>2</sup> If the quorum of two-thirds is not reached, a second extraordinary GA for which no quorum is required, to be held 30 days after the first GA, must be convened immediately. At this second GA, the decision to dissolve the FIM must be approved by three-quarters of the votes cast.

### **18.2 Distribution of assets**

The GA that decides the dissolution of the FIM shall determine how the assets shall be distributed after liquidation.

## **19. STATUTES - ADOPTION AND DATE OF ENFORCEMENT**

These Statutes were adopted by the GA on **1 December 2018** and came into force immediately.

# By-Laws

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**EDITION 2019**

update 19 January 2019





Any references to the male gender in this document are made solely for the purpose of simplicity, and refer also to the female gender except when the context requires otherwise.



2019 BY-LAWS

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## 2019 BY-LAWS

### I. INTRODUCTION

- <sup>1</sup> These By-Laws have been adopted in accordance with Art. 15 of the FIM Statutes.
- <sup>2</sup> Unless otherwise defined terms, abbreviations and definitions used in these By-Laws have the same meaning as set out in the FIM Statutes.

### II. MEMBERSHIP

#### 1) Process for the affiliation of FMNs

- <sup>1</sup> To become an Affiliated Member of the FIM (and the relevant CONU), **a candidate** must send to the ADM an application for affiliation together with:
  - a) Two copies of its own statutes and By-Laws which must demonstrate that it is an incorporated entity or otherwise recognised by the law of its country;
  - b) A summary of its past and present activities which must demonstrate that it is active in motorcycling activities in its country or an undertaking that it will become or is becoming active in motorcycling activities in its country;
  - c) A list of the members of its managing or governing body;
  - d) A letter from the official body governing sport in its country (whether a government body or otherwise), or other evidence certifying recognition of the authority of **the candidate in question** at the national level and providing information on the members of its management;
  - e) A letter of intent to pay the admission fee and the annual membership fee;
  - f) A statement in which it agrees to:
    - comply and to enforce compliance by its members and licence holders, with the FIM Statutes, FIM By-Laws and decisions (as regularly amended even after admission as a member);
    - commit to the FIM mission, vision and values and ensure its operations are compatible with the FIM mission, vision and values;

- submit to FIM every two years base line data on motorcycling participants, events and activities in its country;
- respect these rules in all relations with third parties and in particular contracts signed by it;
- not derogate from these rules except with the agreement of the BD, and
- complete and provide to FIM an annual statement which demonstrates:
  - a) the level of activity within the **candidate organisation**, and
  - b) that it continues to be in compliance with FMN membership criteria.

g) Copies of:

- its most recent set of financial statements;
- minutes and financial statements from the past 3 annual meetings of members, and
- minutes from the previous year's board (or other governing or managing body) meetings.

<sup>2</sup> All the above documents must be written in one of the official languages.

<sup>3</sup> All applications for membership of the FIM shall first be examined by the BD which, before submitting the request to the GA for approval, may make any other inquiry it deems necessary to establish whether the **candidate** meets the requirements for FIM membership.

<sup>4</sup> In the case of a legally well-founded objection, the BD may reject the application if it is of the opinion that the **candidate** does not meet the requirements for FIM membership.

<sup>5</sup> Affiliation of an FMN shall be effective on 1 January of the year following its acceptance by the GA, but only after the FMN has paid the admission fee and the annual membership dues.

<sup>6</sup> To remain an Affiliated Member of the FIM, an FMN must submit to the ADM, at such times as directed by the BD, a statement of compliance. Such statement will be in such form and requiring such information as is regularly prescribed by the BD but may include the following:

- a) Any changes made to the FMN's Statutes and By-Laws;
- b) A summary of its past year's activities;
- c) A list of the members of its managing council (if changed);
- d) Be accompanied by the annual membership fee;
- e) A copy of its most recent set of financial statements;
- f) A statement which demonstrates:
  - the level of activity within its FMN in that year, and
  - that it continues to be in compliance with FMN membership criteria.

<sup>7</sup> With a view to possible admission effective on 1 January of the following year, a complete application must in all cases be submitted to the ADM by 31 July of the current year at the latest. Unless this deadline and this condition (complete application) are respected, the candidate's application will not be taken into account by the ADM and the BD before the following year.

<sup>8</sup> Unless the BD decides otherwise, an application relating to a request for affiliation that has been rejected by the BD or not accepted by the GA may not be submitted to the ADM again for a period of eighteen months following the rejection or non-acceptance of the said request. This provision applies retroactively.

## **2) Procedure for the consideration of Associated Members**

<sup>1</sup> To be considered for Associated Membership, an applicant organisation must send to the ADM an application together with:

- a) Two copies of its own statutes and By-Laws which must demonstrate that it is an incorporated entity or otherwise recognised by the law of its country;
- b) A summary of its past and present activities;
- c) A list of the members of its managing or governing body;
- d) A letter from the FMN in its country, certifying recognition by that FMN of the applicant organisation and providing information on the members of its management body;

- e) A letter of intent to pay the admission fee and the annual membership fee;
- f) A statement in which it agrees:
  - to comply and to enforce compliance by its members and licence holders, with the FIM Statutes, FIM By-Laws and decisions (as regularly amended even after admission as a member);
  - to commit to the FIM mission, vision and values and ensure its operations are compatible with the FIM mission, vision and values;
  - to respect these rules in all relations with third parties and in particular contracts signed by it; and
  - not to derogate from these rules except with the agreement of the BD.
- g) A copy of its most recent set of financial statements;
- h) Written evidence that it:
  - is national in scope if a motorcycling touring organisation;
  - is international in scope if an international non-government organisation, and
  - is a credible and respected advocate of motorcycle users with public authorities and media in its country.

<sup>2</sup> All the above documents must be written in one of the official languages.

<sup>3</sup> All applications for Associated Membership shall be considered by the BD. Where the applicant is merely a national organisation the approval of the relevant FMN is required. The BD may make any other inquiry it deems necessary to establish whether the applicant organisation meets the requirements for FIM Associated Membership. The BD will then determine to approve or reject an application.

<sup>4</sup> The BD may reject any application if it is of the opinion that the applicant organisation does not meet the requirements for FIM Associated Membership. Where the BD rejects an application it is not obliged to provide reasons.

<sup>5</sup> Affiliation of an Associated Member shall be effective on 1 January of the year following its acceptance by the BD, but only after it has paid the admission fee and the annual membership dues.

### **3) Associated Members - Admission fees and membership dues**

<sup>1</sup> To become an Associated Member of the FIM, an applicant organisation must pay an admission fee, the amount of which shall be set by the BD.

<sup>2</sup> All Associated Members shall pay the FIM annual membership dues decided by the GA on a proposal from the BD. Annual membership dues are payable on 1 January of the year for which they are due.

<sup>3</sup> The admission fee is payable at the same time as the payment of the first annual membership dues.

### **4) Associated Members - Loss of membership**

<sup>1</sup> The resignation of an Associated Member shall be accepted and effective as of the end of the calendar year, if it is notified to the FIM by registered letter with three months' notice.

<sup>2</sup> Non-payment of membership dues and/or FIM service charges by the required date shall lead to immediate suspension of FIM membership and the temporary loss of all rights and obligations arising there from until full settlement of the outstanding amount has been received.

<sup>3</sup> An Associated Member may be expelled by resolution of the BD:

- a) If it either fails in its duty as a member, or if it does not represent the interests of motorcycling in its own country or otherwise efficiently, or
- b) If it fails to pay its debts to the FIM within a maximum period of two years after receiving a demand for payment by registered letter.



<sup>4</sup> Any proposal to expel an Associated Member shall be examined first by the BD which, after having heard the Associated Member concerned, may:

- a) Make local inquiries in the country of the Associated Member concerned and particularly of the relevant FMN;
- b) Make further inquiries about the documents at its disposal;
- c) Resolve to expel the Associated Member if it is of the opinion that the latter does not meet the requirements for FIM membership.

<sup>5</sup> Dissolution of an Associated Member will automatically result in the loss of all its membership rights, whatever the cause of the dissolution.

## **5) Associated Members - Effects of loss of membership**

<sup>1</sup> Associated Members that have resigned or that have been expelled or dissolved lose their membership status.

<sup>2</sup> Loss of membership during the calendar year does not release an Associated Member from any commitments it may have towards the FIM until the end of the calendar year, nor from the full payment of the membership dues for the year in question. Loss of membership does not confer any rights to the assets of the FIM.

### **III. ORGANISATION OF THE GENERAL ASSEMBLY (GA)**

- <sup>1</sup> The GA shall take place, generally during the second half of the month of November.
- <sup>2</sup> The GA shall, in principle be held every year in a different country at the invitation of an FMN.
- <sup>3</sup> The GA shall be held over a period of 1-3 days. The programme of the GA is drawn up by the BD on the basis of Art. V. of these By-Laws, giving due consideration to the customs of the country which is hosting the GA.

### **IV. PROGRAMME OF MEETINGS AT THE GA**

The programme of the GA shall be as follows:

- 1) Meetings of the GA will:
  - Approve the annual report of the FIM as presented by the BD;
  - Approve the balance sheet of the previous year;
  - Study all proposals appearing in the minutes of the relevant meetings, urgent proposals from the Commissions as well as Any proposals received from FMNs;
  - Ratify the calendar of FIM Championships and Prize Events for the following year;
  - Approve, on a recommendation from the BD, the dates and venue for the GA of the following year;
  - At the GA hold elections whenever necessary.
- 2) Meetings of the BD will:
  - Be held in accordance with the BD's Terms of Reference;
  - Deal with questions of general policy;
  - Prepare the budget for the following year;
  - Make all necessary appointments;
  - Study any urgent proposals from the Directors of the Commissions;

- Consider, where appropriate, questions of general policy which may have an impact on the Commissions;
- Fix the dates of meetings for the following year;
- Study the written reports of the CEO, Executive Directors and Commission Directors.

## V. GA ORGANISATION

<sup>1</sup> The responsibility of organising a GA shall be shared by the host FMN and the FIM.

<sup>2</sup> The ADM shall be responsible for, and bear the expenses of:

- 1) Providing the interpreters for the official and working languages;
- 2) Preparing and sending out prior to the GA all the documentation required for the GA meetings;
- 3) Preparing and sending out during the GA all the documentation, press releases, etc. required;
- 4) If a ceremony is to be held, supplying the medals, diplomas, etc., for the awarding of prizes, and sending out invitations.

<sup>3</sup> The host FMN shall provide at its own expense:

- 1) Additional staff as may be required for the GA secretariat so as to be able to cover the proceedings in the two official languages of the FIM;
- 2) All the office equipment, including photocopying machines and computers, needed by the GA secretariat;
- 3) A conference room which is large enough to accommodate the GA and is equipped with simultaneous interpretation facilities;
- 4) Rooms for the meetings as for any other scheduled meeting equipped, if necessary, with simultaneous interpretation facilities;
- 5) An office for the GA secretariat;
- 6) A suite for the President of the FIM;
- 7) An office for the CEO of the FIM.

<sup>4</sup> The host FMN may organise a special social programme during the GA provided that it fits in with the schedule of meetings.

<sup>5</sup> During a GA, the host FMN shall deal with all matters concerning visas, appropriate letters of invitation and documentation and the accommodation of the FMN delegations, but the latter shall bear their own costs. Six months before the date set for the GA, the host FMN shall make available to the FMNs and interested parties all useful information regarding the venue of the meetings, details about the hotels, etc. Three months before the beginning of the GA, the FMNs and the FIM delegates must inform the host FMN of their hotel accommodation requirements. A copy of this correspondence shall be sent to the ADM. Two months before the beginning of the GA, the host FMN shall send to the FMNs and FIM delegates a confirmation of the hotel bookings.

## **VI. PROCEDURE DURING A GA**

During a GA, the following procedure shall apply:

- a) In order to simplify the discussions, members may appoint a spokesperson to present their views on the different issues;
- b) As a rule, the GA can only be attended by members and delegates. However, the President of the FIM may, with the prior approval of the BD, grant access to the GA to representatives of the press or other information media or to persons who are particularly interested in a specific question;
- c) All members or bodies who submit a proposal must have the possibility of presenting it to the GA;
- d) Independent tellers shall be appointed prior to any vote by secret ballot. The meeting shall not be adjourned before the results of the vote have been announced.

## **VII. PROCEDURE APPLICABLE TO ORDINARY MEETINGS**

<sup>1</sup> The following procedure is drawn up in order to facilitate the organisation of meetings of all the FIM bodies.

<sup>2</sup> A meeting shall be deemed to have started after the President or Director of the body concerned or his substitute has declared the meeting open. It shall be deemed closed after the President or Director or his substitute has declared the meeting closed or if he leaves without asking to be replaced.

<sup>3</sup> The following procedure shall apply:

- a) The authority of the President or Director shall be respected by all persons present and the President or Director may request any person whose behaviour is judged to be improper to leave the room;
- b) The President or Director shall give the floor to anyone who requests it. He may exercise discretion in determining whether to impose a time limit on individual speakers;
- c) Meetings shall be conducted either in the official languages or in the working language specified for the meeting in question. All items on the Agenda must be discussed. However, delegates who do not speak one of the official languages may express themselves through personal interpreters or, if it is a closed session or a meeting of the BD, through FIM approved interpreters;
- d) If there is no simultaneous interpretation, sufficient time must be provided for consecutive interpretation;
- e) Whenever necessary, the President or Director may impose a time limit for the discussion of items on the Agenda. In such cases, after the time allotted has elapsed, the President or Director shall put an end to the discussion;
- f) Voting shall be by secret ballot if so requested by a voting member. If this is not the case, voting shall be by a show of hands or by roll call;
- g) It is the duty of every member to draw the attention of the President or Director immediately to any infringement of the rules laid down in the Statutes or these By-Laws;
- h) All decisions taken by the bodies of the FIM represent the opinion of the FIM. Therefore, all members of the bodies of the FIM, including those who are outvoted on a decision, shall be duty-bound to support and defend the opinion of the majority of the members and shall refrain from criticising it (principle of solidarity).

## **VIII. EXTRAORDINARY MEETINGS**

<sup>1</sup> Extraordinary meetings of the BD may be held in an emergency or at the request of the EB. In such cases, the financial arrangements must be approved by the EB. Such meetings shall be subject to the same procedure as apply to ordinary meetings, only the deadline for convening and sending out the documents shall not apply. Furthermore, the only subjects that may be discussed are those which prompted the extraordinary meeting to be convened.

<sup>2</sup> The request for an extraordinary meeting shall be sent together with supporting arguments in writing to the CEO who shall set a date within 30 days of the date the request was dispatched.

## **IX. DOCUMENTS TO ACCOMPANY AGENDAS**

All documents relating to a question to be discussed by one of the FIM bodies must be written in one of the official languages of the FIM and sent to the ADM by the deadline fixed in the Statutes. The ADM shall be responsible for their translation into the other official language.

## **X. THE BOARD OF DIRECTORS (BD)**

### **1) Procedure applicable to candidatures for all elective positions (President, elected BD members and internal auditors):**

<sup>1</sup> Sixty days before the date of the GA the ADM shall advise FMNs of all vacant elective positions.

<sup>2</sup> Each FMN may present only one candidate for each vacant elective position. In the case of election of members of the Board of Directors, each FMN may present only one candidate irrespective of the number of vacant elective positions.

<sup>3</sup> Candidatures must be sent by registered letter, facsimile or electronic message signed by and/or emanating from the President or the secretary general of the FMN. The list of candidates shall be closed 30 days prior to the beginning of the GA.

<sup>4</sup> The list of candidates shall be sent to the FMNs shortly after this closing date.

## 2) Procedure applicable to elections:

- <sup>1</sup> Independent tellers shall be appointed by the GA to supervise the running of the elections and to count the ballot papers.
- <sup>2</sup> In all elections voting shall take place by secret ballot.
- <sup>3</sup> Ballot papers shall only be deemed valid if they do not contain more names than there are positions to be filled, nor any names other than those of the official candidates.
- <sup>4</sup> Blank or void ballot papers or any other form of abstention shall not be taken into account when counting the total number of votes cast.
- <sup>5</sup> To be elected President of the FIM, an absolute majority of the votes cast (50% of the votes cast + 1 vote, rounded up to the next highest whole number) must be obtained. If the position of President has not been filled after the first round of voting, the two (2) candidates having received the highest number of votes are selected for a 2<sup>nd</sup> round.
- <sup>6</sup> To be elected as a member of the BD or as an Internal Auditor, an absolute majority of the votes cast must be obtained on the first ballot (50% of the votes cast + 1 vote, the number obtained being rounded up to the next whole number). On the second ballot, a majority of equal or greater than 40 % of the votes cast shall suffice. Candidates for whom the most votes are cast shall be elected.
- <sup>7</sup> Subject to By-Law X.2)<sup>9</sup> in the event of a tied vote, the longest serving candidate in the office applied for shall be elected or if there is no such candidate then the longest serving candidate in another FIM office shall be elected.
- <sup>8</sup> If the number of remaining candidates is higher than the number of vacant position(s) after the previous round, the number of candidates participating in the next round shall be determined according to the highest number of votes they have obtained and shall be equal to the number of vacant position(s) plus one.  
  
If the number of candidates is equal or less than the vacant positions after the previous round, all candidates shall take part in the next round.
- <sup>9</sup> Unless there are two new candidates for an office, there shall be no third round of voting and the remaining position(s) shall remain vacant. Where there are two new candidates for an office and voting is still tied after two ballots, a third round of voting will be carried out.

<sup>10</sup> Any position which fell vacant before a period of office has ended or which remained vacant from a previous election shall be filled at the following GA for the remainder of the period of office.

However, posts with different duration of office are allocated in descending order of votes received.

### **3) BD Meetings**

<sup>1</sup> The BD shall meet whenever necessary but not less than quarterly each year. It is convened by the President. However, at the request of not less than one third of its members, it must be convened by the CEO within twenty days of the request. If the President so decides, the BD may hold its meetings in the form of telephone or video conferences or arrange for a decision to be made by alternative means.

<sup>2</sup> As a rule, the BD meets in closed session. However, when the subject under discussion directly concerns an FMN, a delegate of the FIM or an Associated Member, the BD may allow the relevant party to attend or to send a representative in order to present its case. Third parties may also be invited by the BD to attend the meetings whenever this may be required.

<sup>3</sup> The President draws up the agenda. Each member of the BD is entitled to propose agenda items, on the condition that they are transmitted to the ADM before the mailing of the agenda to the members of the BD.

<sup>4</sup> The attendance or otherwise of the Directors of Commissions will be decided by the CEO depending upon the agenda of the relevant meeting. Internal Auditors shall attend and take part in all ordinary meetings of the BD and may be invited to take part in extraordinary meetings. The Directors of Commissions and Internal Auditors do not have the right to vote at BD meetings. The Directors of Commissions may speak and debate at meetings only with the leave of the chair of the relevant meeting.

<sup>5</sup> All members of the BD must be accessible by email and must commit to meetings and timely responses.



#### **4) Decisions**

All members of the BD excluding the CEO have one vote on any decision. A decision shall only be considered valid if it is accepted by the majority of the voting members of the BD present. In case of a tie, the President shall have the deciding vote.

#### **5) Signature**

Signature rights shall be decided by the BD.

#### **6) Chair of the BD**

Meetings of the BD shall be chaired by the President of the FIM, the Deputy President or the remaining Vice-President.

#### **7) Quorum of and voting in meetings of the BD**

The BD shall have a quorum when half plus one of its voting members are present. This shall include the President or, in his absence, the Deputy-President or the Vice-President.

### **XI. THE CONTINENTAL UNIONS (CONUs)**

#### **1) Rights and obligations of a CONU**

<sup>1</sup> In accordance with the FIM Statutes, the CONU applies itself to fulfil within its attributions the rights and obligations delegated by the FIM to a CONU, in particular to:

- a) Exercise the sporting authority of the FIM over the Continental Championships;
- b) Derive income from the rights to the official titles of the Continental Championships that are organised under its authority in all motorcycling disciplines;
- c) Be the sole holder of television and radio broadcasting rights, video cassettes, sponsorship, marketing, advertising, merchandising, promotion, licensing and any other commercial rights from the Continental Championships that are organised under its authority in all motorcycling disciplines;
- d) Exercise any other right that may be conferred on it by a decision of the BD or by the GA of the FIM. Such a decision shall spell out in detail the manner in which such a right shall be exercised and in particular the duration for which the right has been granted.

- <sup>2</sup> A CONU has the right to exercise the rights delegated by the FIM as long as it is recognised by the FIM.
- <sup>3</sup> The FIM may withdraw recognition from a CONU that does not fulfil its obligations according to the FIM Statutes and By-Laws.
- <sup>4</sup> The FIM may interrupt the administrative services provided by the FIM and/or cancel and require reimbursement of up to the three last amounts paid by the FIM in relation with any Administrative Subsidies and/or the Fund for the Promotion of Motorcyclists' Activities as set out in Article 5 of the Financial Regulations and/or may withdraw recognition (ultima ratio) from a CONU that does not fulfil its obligations according to the FIM Statutes and By-Laws.
- <sup>5</sup> The CONUs may co-operate with each other and in particular they may, subject to prior approval of the BD, combine their Continental Championships.

## **2) Duties and roles of a CONU**

The duties and roles of a CONU are laid down in the role document developed and prescribed from time to time by the BD and consist in particular to:

- a) Act as the “local” representative of the FIM, and to be accountable to the FIM whilst furthering the goals of the FIM, across the continent;
- b) Forge co-operation among the FMNs on the same continent;
- c) Encourage and open up new perspectives for motorcycle sports, tourism, touring, road safety and mobility at the continental level;
- d) Promote motorcycling among young people, both as a sport and as the practice of motorcycling in general;
- e) Build capacity, and contribute to the economic development, of its members at the continental level;
- f) Encourage the creation of new FMNs, as future members of their respective CONU and the FIM;
- g) Conduct at least one Continental Championship in at least one discipline in each year, subject to the prior approval of the FIM;

- h) Co-operate with the FIM in all matters relating to the organisation of international events and motorcycling in general;
- i) Provide the FIM, on request, with detailed reports and information on its activities;
- j) Submit to the FIM any amendment to its statutes for approval by the BD;
- k) Develop and implement a CONU strategic plan which is fully aligned with the FIM Strategic Plan;
- l) Subject always to the FIM Statutes and these By-Laws, develop CONU branding in conjunction with the BD as part of the development and implementation of a consistent FIM Marketing and Communication Plan.

## **XII. THE COMMISSIONS**

### **1) Commission Terms of Reference**

- <sup>1</sup> The Terms of Reference for each Commission will be recommended by the CEO and approved by the BD and will include:
- a) The composition of the Commission including the Director of the Commission;
  - b) Its level of authority including authority to make and implement decisions;
  - c) The required knowledge and expertise required for each position on a Commission;
  - d) The procedure and conditions applicable to candidatures and the terms of appointment for each position on a Commission, for example whether a position is salaried or not;
  - e) Its ongoing activities and operation including number of meetings and reporting obligations which will generally be to the CEO;
  - f) Its key performance indicators and how it will be measured against those indicators;
  - g) Whether the Commission can appoint or co-opt expert members to the Commission, and if so on what terms.

<sup>2</sup> The BD may on the recommendation of the CEO appoint the Director of a Commission first and then consult with that person in respect to the composition of the Commission.

<sup>3</sup> Notwithstanding any other FIM rule appointment of persons to Commissions must be based on the skills and expertise and which will be set out in the relevant Commission's Terms of Reference.

## 2) **Procedure and conditions applicable to candidatures and to the appointment of Commission members**

<sup>1</sup> At the end of May in the relevant year, the ADM shall advise the FMNs of all appointed positions that are due to become vacant.

<sup>2</sup> Candidatures must be sent by the FMNs by registered letter, facsimile or electronic message signed by and/or emanating from the President or the secretary general of the relevant FMN and reach the ADM by 30 September at the latest.

<sup>3</sup> All candidates must be put forward by the FMN of which they are members or by the appointed Director of the Commission. Where a candidate is nominated by the appointed Director of a Commission the candidate's FMN must be consulted in respect to the candidate's suitability for appointment. The Director and members of Commissions will be appointed by the BD on the recommendation of the CEO.

<sup>4</sup> Candidates serving for the first time in a Sporting Commission must hold an FIM licence as clerk of the course, referee or sporting steward (of the discipline concerned); technical members must hold an FIM technical steward's licence. **Candidates serving for the first time in the non-Sporting Commissions must hold an FIM licence in their domain (if existing).** Candidates must also be email literate and readily accessible and must be functional in English. Other languages are an asset.

<sup>5</sup> Persons nominating to be considered for appointment to a Commission must, at the time of their nomination, notify the FIM in writing of any direct or indirect link, interest or other relationship with an industry or business involved with motorcycling. This includes any relationship with any sponsor, industry promoter or other commercial interest. Failure to do so shall render that person ineligible for appointment to a Commission and if appointed will lead to immediate expulsion from the relevant Commission. Owners of teams, partners or associates in teams, as well as competitors in FIM sporting events are not eligible as candidates.

<sup>6</sup> All persons appointed to a Commission must sign a conflict of interest agreement in such form as is prescribed by the BD. A person's appointment will not take effect until such agreement is signed.

<sup>7</sup> Any vacancy arising during the course of the office will be filled at the next BD meeting.

### **3) The Commissions**

The Commissions are as follows.

- a) The Commission of Circuit Racing (CCR);
- b) The Motocross Commission (CMS);
- c) The Trial Commission (CTR);
- d) The Enduro Commission (CEN);
- e) The Cross Country Rallies Commission (CRT);
- f) The Track Racing Commission (CCP);
- g) The Touring and Leisure Commission (CTL);
- h) The Public Affairs Commission (CAP);
- i) The International Sustainability Commission (CID);
- j) The Commission for Women in Motorcycling (CFM);
- k) The International Judicial Commission (CJI);
- l) The International Medical Commission (CMI);
- m) The International Technical Commission (CTI).

## **XIII. COMMISSION PROCEDURAL MATTERS**

### **1) Directors of the Commissions**

<sup>1</sup> The Directors of the Commissions are responsible for the smooth and efficient operation of their Commissions and for the completion of the tasks they have been assigned. Each Director of a Commission must ensure that the Commission operates in accordance with the Commission's Terms of Reference.

<sup>2</sup> In emergencies, the Directors of Commissions may give their interpretation of a rule in an area over which they have jurisdiction. In such cases, they shall inform, through the ADM the BD, the members of the Commission concerned and the FMNs accordingly.

<sup>3</sup> Directors of Commissions may with the consent of the CEO attend meetings of all FIM bodies, but without the right to vote.

- <sup>4</sup> Directors of Commissions may represent the FIM at events counting for FIM Championships and Prizes.

## **2) Members of Commissions**

Members of the various Commissions may be designated as members of the Commission Bureau, of the Officials Pool, Race Directors Pool, Event Management Committee, International Jury/Race Direction and or be assigned to roles such as seminar instructors and FIM Stewards at events counting for FIM Championships and Prizes.

## **3) Secretariats of Commissions**

The CEO shall hire the staff required for producing the minutes of the meetings of the FIM Commissions and co-ordinating the activities of the Commissions.

## **4) Meetings of the Commissions**

<sup>1</sup> The Commissions, Bureau and/or individual groups within a Commission shall meet regularly according to their respective Terms of Reference. The timing and venue for such meetings will be determined by the relevant Commission Director subject to the approval of the CEO taking into account practical, economic and motorcycling calendar considerations.

<sup>2</sup> Commission Bureau meetings where convened will:

- Study proposals that have been put to them and will finalise a position with a view to submitting it to the BD;
- For the relevant Commissions, fix the calendar for the FIM World Championships and Prize Events for the following year;
- Be held in accordance with the Commission's Terms of Reference;  
be held in accordance with the Commission Bureau's Terms of Reference;
- Consider any comments raised by the BD concerning the proposals made during any relevant meetings, as well as any new proposals that have been put to them, and to finalise a position with a view to submitting it in writing to the BD;
- For relevant Commission Bureau, also ratify the results of the past season.



No subject may be discussed by the Commission Bureau unless it has been placed on the agenda in advance and the full documentation made available to the members of the Commission Bureau concerned. However, urgent issues may be discussed if a majority of the members of the Commission Bureau concerned agree.

<sup>3</sup> The meetings of the Commission Bureau must be convened in accordance with the procedures laid down in the Statutes, these By-Laws or the Commission Bureau Terms of Reference.

<sup>4</sup> The meetings of the Commission Bureau must be chaired by their Director or substitute.

<sup>5</sup> All members of a Commission Bureau have the right to vote at meetings of those bodies. Whenever a vote is taken, each person present and entitled to vote shall be entitled to one vote. Voting by proxy is not permitted.

<sup>6</sup> Unless otherwise set out in a Commission Bureau's Terms of Reference:

- A quorum for a meeting of a Commission Bureau is half the voting members plus one must be present, and
- To be valid, decisions of a Commission Bureau must be accepted by the majority of the voting members of the Commission Bureau present. In case of a tie the vote is determined by the casting vote of the Commission director and must be ratified by the CEO and/or the BD.

The voting members of a Commission Bureau will be set out in that Commission Bureau's Terms of Reference.

<sup>7</sup> Directors may decide to hold an open or a closed Bureau meeting after listening to the views of the members of their Commission. Only appointed Bureau members of the Commission, members of the BD including but not only Presidents of the CONUs and the Chief Executive Officer may attend closed meetings. However, if the majority of the Commission Bureau agrees, the representative of an FMN or a CONU may attend a closed meeting if they do not have a member in that Commission Bureau, and if the agenda includes an item that directly concerns them.

<sup>8</sup> A person who is not a member of a Commission but who is allowed to attend a meeting may only speak if he has permission from the Director to do so.

<sup>9</sup> The costs of attending the meetings of the Commissions, Commissions' Bureaux and their respective groups shall be borne by the members or their respective FMNs (with the exception of those of the Director to be borne by the FIM).

#### **XIV. MISCELLANEOUS PROCEDURAL MATTERS**

##### **1) EB procedures**

<sup>1</sup> All members of the EB (other than the CEO) have the right to vote at meetings of that body. Whenever a vote is taken, each person present and entitled to vote shall be entitled to one vote. Voting by proxy is not permitted.

<sup>2</sup> The quorum for a meeting of the EB is at least three members. To be valid, decisions of the EB must be accepted by the majority of the voting members of the EB present. So if 4 members of the EB are present a decision must be accepted by 3 voting members. If 3 members are present a decision must be accepted by 2 members. In the case of a tie, the President shall have the casting vote.

##### **2) Motions of censure**

The procedure for motions of censure is as follows:

a) A motion of censure may be requested by an FMN or the BD. The request, with supporting arguments, must reach the ADM at least 60 days before the date fixed for the beginning of the GA;

The Chief Executive Officer shall include the proposed motion of censure together with the supporting arguments on the Agenda of the GA;

b) A proposal for a motion of censure may also be tabled during the GA if a statement of reasons is submitted and signed by the voting delegates of at least one quarter of all FMNs. The statement of reasons must be distributed to all delegates;

c) The members of the body which is the subject of the motion of censure have the right to defend themselves or to have themselves represented;



- d) If the proposal for a motion of censure is maintained, it shall be put to a secret vote;
- e) For a motion of censure to be accepted, it must be supported by a majority of two-thirds of the votes cast;
- f) Once a motion of censure has been carried, the dismissed body will continue to handle only day-to-day matters until the new body has been set up. Where necessary, the GA shall take any measures that may be required.

### **3) Removal from office**

The procedure for removal from office is as follows:

- a) Any FMN, the BD or, a Commission may ask that a person on that body be removed from office. The proposal must be accompanied by supporting arguments and must reach the ADM at least 60 days before the date fixed for the beginning of the GA.

The Chief Executive Officer shall include this proposal together with the statement of reasons on the Agenda of the BD;

- b) A proposal to remove a person from office may also be tabled during a meeting of the BD if it is accompanied by supporting arguments and is signed by the voting delegates of at least one-quarter of all FMNs. The proposal together with the statement of reasons must be distributed to all delegates;
- c) The person who is the subject of the proposal shall have the right to defend himself or to be represented;
- d) If the proposal to remove a person from office is maintained, the matter shall be put to a secret vote;
- e) The proposal is accepted by the GA if a majority of two-thirds of the votes cast is obtained;
- f) As soon as the proposal is accepted, the person concerned shall leave office immediately.

### **4) Loss of status as FIM appointed person**

<sup>1</sup> Any appointed person of the FIM may lose that status if so decided by the BD during a secret vote of the BD or if his FMN notifies the ADM accordingly and provides supporting arguments.

<sup>2</sup> An FMN may rescind the term of office of one of its elected delegates with immediate effect. Such decisions must be accompanied by supporting arguments and notified to the ADM.

## **XV. PRIZE-GIVING CEREMONY FOR WORLD CHAMPIONS**

<sup>1</sup> Each year, a prize-giving ceremony for World Champions shall take place at a date and place decided by the BD in agreement with the host FMN.

<sup>2</sup> Attendance is restricted to the World Champions (solo and sidecars) and invited persons, as decided by the BD.

<sup>3</sup> The prize-giving ceremony may also be held at the GA.

## **XVI. PROTOCOL AT OFFICIAL CEREMONIES**

<sup>1</sup> At official ceremonies of the FIM or at ceremonies where the FIM is officially represented, the order of precedence shall be as follows:

- The President of the FIM;
- The Deputy President of the FIM;
- The Vice-President of the FIM;
- The Members of the BD;
- The Chief Executive Officer of the FIM;
- The Executive Director;
- The Directors of Commissions.

<sup>2</sup> At competitions, International Meetings, award ceremonies, etc., the order of precedence shall be as follows:

- The President of the FIM;
- The Deputy President of the FIM;
- The Vice-President of the FIM;
- The Chief Executive Officer of the FIM;
- The Executive Director;
- The Director of the Commission concerned;
- The President of the Jury or FIM Delegate;
- The Members of the BD;
- The Directors of the other Commissions;
- The Members of the Commissions concerned;
- The Members of the other Commissions.

<sup>3</sup> All matters of protocol shall be the responsibility of the Chief Executive Officer.

## **XVII. THE FIM AWARDS**

### **1) Motorcycling Distinctions**

In recognition of services rendered to international motorcycling, the FIM has created the following motorcycling distinctions:

#### **A. The Nicolas Rodil del Valle Award (Gold, Silver and Bronze Medal)**

This is the highest honour that the FIM can bestow upon individuals who have been active internationally in the practice, promotion or development of motorcycling.

#### **B. The Motorcycling Merit Plaque (Gold, Silver, Bronze)**

This is awarded to corporate entities for excellence in the field of motorcycling.

#### **C. The Motorcycling Merit Diploma**

This is awarded to FMNs and other corporate entities for services rendered to motorcycling.

### **2) Description of Distinctions**

#### **A. The Medal**

A gold, silver or bronze medal with the FIM emblem on the front and a dedication to the recipient on the reverse side.

#### **B. The Plaque**

A gold, silver or bronze plaque with the FIM emblem and a dedication to the recipient.

#### **C. The Diploma**

A diploma with the FIM emblem and a dedication to the recipient.

### **3) The Fair Play Trophy**

In order to encourage an awareness of the concept of fair play, the FIM has created a Fair Play Trophy to reward a significant act of fair play. This distinction is awarded to individuals, riders, teams, FMNs, clubs, spectators, organisers or firms that have displayed a great sense of fair play.

#### **4) The FIM Environment Award**

In order to encourage a greater awareness of environmental concerns, the FIM has created an Environment Award to reward a significant contribution to environmental protection. This distinction is awarded to individuals, FMNs, clubs, organisers or manufacturers that have made a significant contribution or done something important to enhance environmental awareness in the field of motorcycling.

#### **5) The FIM Road Safety and Public Policy Award**

In order to give more visibility to road safety and public policy matters, the FIM has created a Road Safety and Public Policy Award.

This distinction is awarded to individuals, organisations, cities, governments that performed in an outstanding way in one of these two areas.

#### **6) The FIM Women in Motorcycling Award**

In order to encourage a greater awareness of the need for the presence and involvement of women in motorcycling, the FIM has created a “Women in Motorcycling Award”. Through this award, the FIM wishes to recognise and show its appreciation for those who have significantly contributed to actions taken to improve women’s participation in motorcycling activities.

The award may be conferred on individuals, groups or organisations (e.g. FMNs, Clubs, Organisers, Circuit Owners, Manufacturers, teams) that have made a significant contribution towards or have done something to visibly enhance women’s participation in motorcycling.

#### **7) The FIM Award for the Future**

The FIM wishes to recognise and celebrate those who significantly contribute to improving and developing the presence of youngsters in all motorcycling-related areas.

This Award may be conferred on individuals, groups or organisations (e.g. CONUs, FMNs, clubs, organisers, promoters, circuit owners, manufacturers, teams, etc.) who have made a significant contribution to enhancing awareness among youngsters or who have implemented projects/initiatives to improve the presence of the youngest in all motorcycling activities.

These projects, initiatives or contributions can be related to sporting or non-sporting activities and should be in alignment with FIM Development Programmes. They should provide mid- or long-term solutions to help develop the presence of youngsters in all motorcycling-related activities and have lasting effects and impacts on the awareness among youngsters.

## **XVIII. CONDITIONS GOVERNING FIM AWARDS**

<sup>1</sup> FIM distinctions may be awarded each year. However, in so far as the Motorcycle Merit Distinctions are concerned, only two Gold Medals and one Gold Plaque may be awarded per year and the number of living Gold Medallists must not be greater than fifty.

<sup>2</sup> FIM Motorcycling Merit distinctions may be awarded each year to the managers of FMNs and affiliated clubs, riders, individuals and corporate entities, including FIM delegates. As a rule, these distinctions shall not be awarded to employees of FMNs or the FIM; however, in exceptional cases, the FIM Awards Committee may depart from this practice if this is warranted by the merits of the individual concerned.

## **XIX. REQUESTS FOR FIM AWARDS**

<sup>1</sup> Proposals for distinctions to be awarded by the FIM can be submitted by an FMN, a CONU or by a delegate.

<sup>2</sup> The proposal must be accompanied by the resume of the achievements of the individual(s) in the field of motorcycling sport as well as any other relevant documents.

<sup>3</sup> Proposals for awards must reach the ADM **at the latest by the date stated on the information letter launching the annual Awards and Recognition Programme**, after which they shall be examined by the Awards and Recognition Committee.

<sup>4</sup> They shall remain confidential until approved by the BD. Proposals rejected by the BD are not made public.



## **XX. THE FIM AWARDS AND RECOGNITION COMMITTEE**

The Awards and Recognition Committee composed of BD members among others and in conformity with the Terms of Reference, shall be entrusted with the task of awarding the FIM distinctions. This Committee examines all suggestions submitted by an FMN, a CONU or a delegate, and shall put its final proposal to the BD.

The Awards and recognition Committee must review and approve all the FIM Awards and Recognitions listed in the FIM By-Laws.

## **XXI. APPROVAL OF FIM AWARDS**

The proposals of the Awards Committee are examined by the BD. The BD may refuse the awarding of one or several distinctions.

## **XXII. PRESENTATION OF FIM AWARDS**

The presentation of FIM Awards shall be made at the GA unless otherwise determined by the BD.

## **XXIII. ADOPTION AND DATE OF ENTRY INTO FORCE OF THE BY-LAWS**

These By-Laws were adopted by the GA on **1 December 2018** and came into force immediately.

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# Financial Regulations

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**EDITION 2019**

update 19 January 2019

Any references to the male gender in this document are made solely for the purpose of simplicity, and refer also to the female gender except when the context requires otherwise.





FIM FINANCIAL REGULATIONS 2019

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## **1 General**

### **1.1 Management and financial planning**

The financial and administrative activities are mainly governed by the following management and financial planning tools:

- Long-Term Financial Plan
- Annual operating budget
- Annual investment budget
- Financial projections to 31 December of the current year, revised quarterly
- Financial statements with budgetary comparison
- Sales statistics

### **1.2 Accounting standards**

The standards of presentation of the accounts adopted by the FIM are those applicable to reserve funds. Under these standards, the required resources for the realisation of the different objectives are classified, for the needs of accounting and the drawing up of financial statements, in distinct reserve funds according to their nature and aim.

### **1.3 Management of transactions denominated in foreign currency**

The Swiss franc is the reference currency for the accounting as well as for the presentation of the financial statements.

The reference currency for all transactions between the FIM and the FMNs and/or CONUs on the one hand and the FIM and the Delegates on the other hand is the EUR.

The official tariffs of the FIM services are defined in EUR.

The transactions denominated in foreign currency are converted into Swiss francs at the daily exchange rate in force at the time of the service provided or at the time of invoicing in the case of advance invoicing.

The realised and unrealised foreign exchange differences are entered in the accounts monthly and on separate accounts, for the purpose of analysis and presentation of the financial statements.

## **1.4 Cash Management**

The cash on hand needed for the smooth running of the FIM as well as the excess cash is managed by the Administration, according to a modern cash management policy which is adapted to the needs of the FIM. This cash management policy is submitted by the Administration for the approval of the Board of Directors.

All financial commitments for the account of the FIM are governed by the principle of a collective signature of two. A rule of authority of signature and visa clearly defining the competence of each one is submitted by the Administration to the Board of Directors for approval.

## **1.5 Administration of the reserve funds**

Unless otherwise stated, the competence of the management of the whole of the reserve funds is confined to a “Committee for the Management of FIM Reserve Funds”. The rules governing the nature, the number, as well as the allocation and use of the reserve funds are set out in Chapter 6 of these current Regulations.

## **2 Financial management and planning tools**

The financial management and planning tools described below make up the main key indicators available to the Administration and the Board of Directors. These different key indicators are compatible and follow the format defined for the official presentation of the accounts and financial statements of the FIM.

### **2.1 Long-Term Financial Plan**

A Long-Term Solidarity Plan is drawn up and up-dated, in principle, each year by the Administration before the General Assembly according to the long-term financial policy guidelines decided by the Board of Directors.

### **2.2 Annual operating budget**

The annual operating budget is drawn up by the Administration, according to the long-term financial policy guidelines decided by the Board of Directors and transcribed in the Long-Term Solidarity Plan (see Chapter 2.1 above). It is submitted to the Board of Directors for approval and is an integral part, together with the annual investment budget, of the financial questions submitted to the General Assembly for approval.

The annual operating budget is accompanied by a concise explanation of all the anticipated proceeds and expenses. It will establish comparisons with the budget of the current year and the results of the preceding year.

The entire documentation is sent to the Board of Directors Members as well as to all the FMNs with the documentation of the General Assembly.

### **2.3 Annual investment budget**

The annual investment budget is drawn up by the Administration according to its immediate needs in investment goods and for the year for which the budget is drawn up. It is established according to the long-term financial policy guidelines decided by the Board of Directors and transcribed in the Long-Term Solidarity Plan (see Chapter 2.1 above). It is submitted to the Board of Directors for approval and is an integral part, together with the annual operating budget, of the financial questions submitted to the General Assembly for approval.

The entire documentation is sent in due time to the Board of Directors Members as well as to all the FMNs with the documentation of the General Assembly.

### **2.4 Quarterly financial projections at 31 December of the current year**

A quarterly financial forecast at 31 December of the current year is drawn up by the Administration according to the events known to it since the establishment of the annual budget and which could affect the anticipated result for the current year. These projections are submitted to the Board of Directors at each of its ordinary or extraordinary meetings.

### **2.5 Financial statements with budgetary comparison**

The FIM financial statements with budgetary comparisons are published and distributed quarterly by the Administration to the Executive Board Members, to the Finance Committee members as well as to the Internal Auditors. The Commission Directors receive from the Administration quarterly financial statements with budgetary comparisons for their respective Commissions. More frequent financial statements are available and can be consulted at any time at the Administration.

## **2.6 Sales statistics**

Sales statistics are edited quarterly by the Administration and may, at any time, be consulted at the Administration.

## **3 Financial responsibilities and scope of activities**

### **3.1 Commission Directors**

Commission Directors receive from the Administration a draft budget for their Commission, which is part of the overall operating budget of the FIM, after consultation with the Commission Directors.

The Administration issues quarterly financial statements to each Commission Director in order to identify the difference between the real amounts and the annual operating budget. Any deviation from the budget must be notified to the Administration as soon as the Commission Director is aware of any deviation. Nevertheless, it is also the duty of the Administration to draw the Commissions' Directors attention to any such budgetary deviation.

Furthermore, the Commissions' Directors are responsible for monitoring the accounts of their Commission, and have the necessary financial statements at their disposal in order to carry out this task.

### **3.2 Commission Coordinators**

The Commission Coordinators assume the responsibility of the co-ordination of the sporting, accounting and budgetary activities of the Commission between the Director and the Members of the Commission, on the one hand, and the FMNs, Organisers and Promoters on the other. Furthermore, the Commission Coordinators assure the link between the Commissions and all departments of the Administration.

### **3.3 Administration**

For expenses foreseen in the framework of the annual operating budget, commitments may be made by the Administration. Any foreseeable over-expenditure must be notified to the Executive Board or Board of Directors during the presentation of the quarterly financial forecasts.

For investments regularly entered in the investment budget, commitments may be made by the Administration. Any necessary investment and not planned in the investment budget must be the object of a request to the Board of Directors, or, in an emergency, to the Executive Board.

### **3.4 Board of Directors**

For certain investments or non-operating expenses that could not be foreseen in the budget, commitments may be made by the Board of Directors and taken out of the Working Fund of the Board of Directors established for this eventuality. This is available to the Board of Directors for possible commitments that were not foreseen at the time of preparation of the annual operating or investment budget. These amounts may be spent by the Board of Directors or Executive Board in case of necessity up to the amount available in the fund.

## **4 Relations with the FMNs**

### **4.1 Payment conditions**

The following payment conditions are applicable to the FMNs and the specialised associations:

- The invoice concerning the annual subscription is due on 31 March each year. The FIM membership fees include the fees allocated for membership of a CONU. Therefore, each CONU receives each year 25% of the membership fees paid by their affiliated FMNs to the FIM.
- Invoices concerning registrations in the calendar are payable within 30 days, end of month, after the date of the invoice. The date of the invoice corresponds to the last working day of the month in which the event takes place.
- Invoices concerning the dispatch of licences, as well as other services rendered not specifically mentioned above, are payable within 30 days, end of month, from the date of the invoice. The date of the invoice corresponds to the last working day of the month.
- The amounts to be paid by the FMNs and advanced by the FIM are invoiced quarterly and are payable within 30 days, end of month.

Payable 30 days, end of month, means that payment for invoices issued during each respective month must be made, within 30 days of that month ending, i.e. the last day of the following month. The date of the invoice corresponds to the last working day of the month.

In order to reduce the bank charges which have to be borne by the FMNs for bank transfers to the FIM, a minimum amount for an invoice to be issued is set at EUR 150.-. The amounts to be invoiced are accumulated until such time that the above amount is reached. Should the amount never be attained during the accounting year, the invoices are nevertheless issued in the month of December.

## **4.2 Communications with the FMNs**

Any invoice or credit note made out to the account of an FMN is considered accepted by the FMN if, within a deadline of maximum 30 days from the date of the invoice, no written objection has been communicated to the FIM.

The Administration sends to each FMN a statement of account made up at 31 March, 30 June, 30 September and 31 December respectively of each year. The statement of account as at 31 December must be checked and returned to the Administration, duly signed as approval, according to the instructions transmitted by the Administration.

After the second reminder, an FMN that has not returned confirmation of the statement of account as at 31 December implicitly accepts the statement and shall, in principle, lose its right to any objection. If one or several invoices appearing on the statement of account of an FMN has to be contested by an FMN not having replied to the request of the FIM to confirm the balance of the account as at 31 December of the year in question, the FIM, in principle, has no obligation to reconsider the matter and the FMN shall thus lose its right to the afore-mentioned objection. Consequently, it is imperative and in the interest of each FMN that the balance of the account is accepted and certified accurate at least once a year, that is, at 31 December.

## **4.3 Payment arrears**

- Any delay of more than 90 days for the annual subscription or more than 90 days and over EUR 1'000.- as regards the balance not including the annual subscription automatically entails for the FMN concerned the suspension of the right to all FIM services until the complete settlement of the outstanding debt, according to Article 11.1.5.2 of the Statutes.
- Any invoice outstanding for more than 90 days at the end of the month preceding the GA entails automatically, the suspension of the right to all FIM services as well as the loss of the right to vote at the General Assembly, according to Article 12.1.2<sup>4</sup> of the Statutes.

- The Board of Directors may submit to the General Assembly the exclusion of an FMN whose statement of account at the end of the month preceding the GA shows outstanding invoices that have remained unsettled for more than 720 days.
- No grants or contribution are granted to an FMN with payment arrears.
- The Administration may, if it considers it appropriate, demand advance payment for its services to certain FMNs that have, in the past, had significant payment arrears.

#### **4.4 Tariffs and request for FIM services**

The tariffs of FIM services are fixed in EUR, proposed by the Board of Directors, ratified by the General Assembly and published by the Administration by means of circular letters. In order to reduce the risk of error and possible subsequent protests, only requests reaching the Administration by means of the **on-line ordering system** provided to this effect are taken into consideration.

FIM services can also be suspended, upon decision from the Board of Directors or FIM Executive Board, in case of non-respect of guidelines or requests of an administrative nature. The FIM services are restored once the FMN concerned has resolved the dispute with the FIM.

### **5 Grants and Contributions**

#### **5.1 Objectives of the FIM grants' and contributions' system**

The FIM grants' and contributions' system must meet the following criteria:

- Be as fair as possible to all the FMNs and CONUs affiliated to the FIM.
- Be evolutionary according to the experiences, needs and possibilities of the FIM.
- Permit to define in advance and in an exact manner the total amount of the grants and contributions to be allocated.
- Permit the FIM to know which amounts are allocated to which FMN and CONU.



## **5.2 General points relative to the calculation of grants and contributions allocated by the FIM**

The FIM allocates annually a substantial part of its revenue to the different grants and contributions, which present themselves under three different forms, that is:

- Event grants to the FMNs organising certain sporting events
- Administrative grants
- Allocations to a Reserve Fund for the Promotion of Motorcyclists' Activities (project contributions).

## **5.3 Event grants to the FMNs organising certain sporting events**

Event grants in the form of direct payments are allocated to the FMNs organising certain World Championship and FIM Prize events covered by a contract with a promoter, in accordance with the breakdown of direct payments decided by the Board of Directors. These event grants are defined in EUR.

These grants are credited to the account of the FMN, the month following the event, on the condition that the event was successfully organised, according to the appreciation of the Bureau of the respective Commission. A direct payment is also possible. For obvious reasons of security, the organising FMNs wishing to receive a direct payment from the FIM must forward to the latter clear and precise written transfer instructions, duly signed by the President and/or Secretary General of the FMN.

The FMNs organising a Circuit Racing World Championship Grand Prix receive a grant which is paid on 15 July for the FMNs organising a Circuit Racing Grand Prix between 1 January and 30 June, and 15 December for the FMNs organising a Circuit Racing Grand Prix between 1 July and 31 December. For obvious reasons of security, the FMNs organising a Circuit Racing Grand Prix send to the FIM before 15 July and 15 December respectively of each year, clear and precise written transfer instructions, duly signed by the President and/or Secretary General of the FMN.

When an event counting towards a World Championship or FIM Prize event is organised on the territory of another FMN, with the approval of the Board of Directors, in conformity with the Sporting Code, the direct payments are paid by the FIM to each of the FMNs concerned, in accordance with a prior agreement between the FMNs involved.

#### **5.4 Administrative grants**

The administrative grants are provided for CONUs. They are equitable and allocated based on needs. The administrative grants are paid in EUR.

The beneficiaries of an administrative grant must invest alongside the FIM.

The beneficiary of an administrative grant determines the use of the funds. However, the beneficiary undertakes to provide audited statements or other proof that the funds are being appropriately managed, if so requested by the FIM.

Where appropriate, up to 25% of an administrative grant may be held back by the FIM until fulfilment of requirements.

The amount of the annual subsidies available for all of the CONUs is decided by the Board of Directors. These subsidies are defined in EUR. The payment of this subsidy is made in a first instalment of one third on 31 March and a second of two thirds on 30 June as long as the official financial statements and the operating budgets prepared by the CONU, according to the standard format defined by the FIM are provided to the FIM within the deadline stated in Article 5.5.

#### **5.5 Conditions that CONUs must fulfil in order to benefit from the FIM subsidy**

These conditions apply to Administrative Subsidies (Article 5.4) and to contributions from the Fund for the Promotion of Motorcyclists' Activities (Articles 5.6 and 5.7).

- CONUs must submit to the Administration as well as to the Internal Auditors, by 31 May at the latest, the following documents:
  - The official financial statements of the CONU for the preceding year, including the balance sheet and profit & loss statements for the period from 1 January to 31 December, according to a standard format defined by the FIM.

- The operating budget of the current year, according to a standard format defined by the FIM.
- Except in case of exceptional circumstances (e.g. cases of force majeure) duly recognised as such by the FIM BD, the CONU must have been represented at all the meetings of the FIM Board of Directors of the previous year either by its President or by the substitute of its President duly appointed by the CONU.

## **5.6 Allocations to the Fund for the Promotion of Motorcyclists' Activities**

This Promotion Fund serves to finance certain specific projects having been the object of a request duly documented to the “Committee for the Management of FIM Reserve Funds”, according to paragraph 6.3.1 below.

## **5.7 Use of the Fund for the Promotion of Motorcyclists' Activities for Projects**

### **5.7.1 General**

FIM project subsidies are intended to develop motorcycling throughout the world in accordance with the FIM's strategic objectives.

The projects selected must meet several criteria. They must:

- a) contribute toward the attainment of the FIM's strategic objectives, that is to say they must form part of one of the strategic programmes approved by the FIM BD
- b) benefit a large number of FMNs
- c) engender tangible and sustainable results for the FIM
- d) have a clearly defined time scale
- e) provide a detailed financial plan
- f) be financially affordable for the FIM, that is to say not exceed the financial resources available in the Fund for the Promotion of Motorcycling Activities.

The projects that benefit from FIM subsidies are defined by the FIM Administration on the basis of the following elements:

- a) The FIM Strategic Plan

- b) The proposals arising out of FIM bodies (e.g. BD, FMNs, meetings of SGs, Commissions, etc.) or FIM partners (e.g. promoters)
- c) Cost-benefit analysis

The projects are steered by the FIM Administration with, according to needs, the participation of CONUs, FMNs and/or external partners. A detailed report on the follow-up of each project will be presented to the CMRF at the end of the project and at least once a year for initiatives to be implemented over more than one year.

### **5.7.2 Financing of the projects**

The selected projects are financed by the FIM Fund for the Promotion of Motorcycling Activities.

This fund is fed through the mechanism of the FIM Operating budget.

The projects can be launched at any time once the CMRF has given its approval.

### **5.7.3 Approval of the projects**

The CMRF reviews the projects submitted to it for approval.

The projects may be submitted to the CMRF at any time. Depending on the nature and complexity of the project submitted, the CMRF decides whether it needs to meet physically or whether other means of deliberation (e.g. a telephone conference or exchanges of emails) are possible in order to determine its position on the projects submitted.

The CMRF may, for each project, decide one of the following:

- a) to approve the project and the amount requested
- b) to approve the project and modify the amount requested
- c) to ask for changes to the project with a view to a subsequent review
- d) to refuse the project.

#### **5.7.4 Management and monitoring of the projects**

The projects are steered by the FIM Administration.

A suitable team shall be set up to meet the requirements of the project.

The Administration may involve CONUs and FMNs depending on the specific nature of each project.

Each project undergoes detailed monitoring by means of an evaluation report on the project results.

#### **5.8 Prize-monies paid directly to the riders for the account of the promoter**

Certain commercial contracts make provision for the FIM to handle the payment of prize money to the riders for the account of the promoter. In general, the amounts are paid within a maximum deadline of 15 working days following the event. The prize scale is in accordance with the articles of the rules applicable to the relevant Championship.

### **6 Management of the reserve funds**

#### **6.1 Principles of the management of the reserve funds**

The accounts of the FIM are kept according to the principles applicable to reserve funds. Under these principles, the necessary resources for the realisation of the different objectives are classified, for accounting needs and the drawing up of financial statements, in distinct reserve funds according to their nature and aim. These reserve funds are used to finance the specific sectors and activities relative to the development policy of the FIM. Unless otherwise stated, any decision concerning the constitution or request for use of all or part of these funds is submitted to the “Committee for the Management of FIM Reserve Funds” for approval.

#### **6.2 Committee for the Management of FIM Reserve Funds**

The “Committee for the Management of FIM Reserve Funds” is composed of the President, the Chief Executive Officer, the Chair of the FIM Finance Committee and an Internal Auditor. A member of the Administration officiates as Secretary of the “Committee for the Management of FIM Reserve Funds”. It is to be noted that the Internal Auditor takes part in the discussions, without the right to vote.

### **6.3 Description of the FIM reserve funds**

The reserve funds available are classified into two categories:

- The operational funds developed by means of a budgetary allocation, expenses submitted for approval together with the budget.
- The capital funds developed by means of a provision at the time of the allocation of the surplus proceeds approved by the General Assembly.

The operational funds are the following:

#### **6.3.1 Fund for the Promotion of Motorcyclists' Activities**

This Fund is available to the “Committee for the Management of FIM Reserve Funds” to promote projects that will contribute to developing motorcycling throughout the world in accordance with the FIM’s strategic objectives. The use of all or a part of this Fund is submitted to the “Committee for the Management of FIM Reserve Funds” for approval. The preliminary conditions that must be fulfilled in order to obtain a project contribution from this Fund are described in paragraph 5.7 of the current Regulations.

#### **6.3.2 Working Fund of the Board of Directors**

This Fund corresponds to an amount available to the Board of Directors that allows it to release rapidly unforeseen non-operating costs that could therefore not be indicated in the operating budget. These funds can be released, in case of necessity, by decision of the Board of Directors or the Executive Board. The use of the whole or a part of this Fund is not submitted to the “Committee for the Management of FIM Reserve Funds” for approval.

#### **6.3.3 Early Retirement Reserve Fund**

This Fund corresponds to an amount available to the Board of Directors for the financing of the early retirement for FIM employees having worked for twenty years or more for the FIM. It is maintained and developed by means of a provision of a certain percentage of the total wages established according to the calculations of the actuaries of the Early Retirement Foundation for FIM staff and paid into the said Foundation. It may also be developed from time to time by means of a provision at the time of the allocation of the surplus proceeds. In case of insufficiency of funds within the Foundation in order to finance the statutory benefits, the Chief Executive Officer may decide on an

additional transfer of the whole or part of this Fund to the Foundation after preliminary information to the Board of Directors or Executive Board. The use of the whole or a part of this Fund is not submitted to the “Committee for the Management of FIM Reserve Funds” for approval.

#### **6.3.4 Donation and Charity Reserve Fund**

This Fund corresponds to an amount available to the Board of Directors for the allocation of donations to charity associations according to the amounts available and to the events justifying a solidarity act from the FIM. These funds can be released, in case of necessity, by decision of the Board of Directors or the Executive Board. This Fund is maintained and developed by means of the allocation of fines. The use of the whole or a part of this Fund is not submitted to the “Committee for the Management of FIM Reserve Funds” for approval.

The capital funds are the following:

#### **6.3.5 Headquarters Extension Reserve Funds**

This Fund corresponds to an amount available to the Board of Directors for financing extensions of the FIM headquarters. Funds can be released, in case of necessity, by decision of the Board of Directors or the Executive Board. The use of the whole or a part of this Fund is not submitted to the “Committee for the Management of FIM Reserve Funds” for approval. As appropriate, the balance of the Fund or the amount corresponding to the works carried out will be transferred into the FIM capital.

### **7 Administrative and sporting management**

#### **7.1 Subscriptions**

The amount of the subscription, defined in EUR, is fixed by the General Assembly and is due on 31 March of each year.

#### **7.2 Licences**

The prices are fixed in EUR by the Board of Directors and ratified by the General Assembly. The validity as well as the tariffs for licences are published each year by way of an information letter. As a general rule, the FIM edits and sells the riders’ licences to the officials and teams through the intermediary of the FMNs.

Manufacturers' licences and tyre manufacturers' licences are sold either directly or through the intermediary of an FMN, without extra charge, to each manufacturer in conformity with the criteria described in paragraph 70 and following of the Sporting Code. Requests for manufacturers' licences that have to be invoiced to the manufacturers by the intermediary of an FMN must bear the stamp of the FMN in a visible manner. Any request for a manufacturer's licence that does not bear the stamp of the FMN will be invoiced directly to the manufacturer by the FIM. Manufacturers' licences invoiced directly to the Manufacturer are payable in advance. Manufacturers' licences invoiced to an FMN are payable within 30 days from the date of the invoice.

Each participant in a seminar who:

- has been registered online by their FMN on the website for this purpose as a participant (\*) and
- has successfully passed the test

is entitled to receive an official's licence.

For all the seminars, the FIM will send links to the regulations in downloadable form on the FIM website and each participant should be equipped with the following materials during the seminar:

- Laptop, tablet or similar device
- The relevant regulations downloaded

In the eventuality that one of the conditions above is not respected, the official's licence cannot be issued.

The official's licence (\*Superlicence excluded) is valid for the year during which the seminar takes place and the two following years for the seminars taking place before 15 October of the current year. If the seminar takes place between 15 October and 31 December, the licence will immediately be valid for the time between the seminar and 31 December and then for the three years following the seminar. The licence will be invoiced by the Administration to the FMN concerned, in accordance with the tariffs in force decided by the General Assembly for the length of time the licence is valid.



The official's licence is valid until 31 December with a three months' extension until 31 March following the year of termination of the licence (the official should have an FMN official's licence for the extension year to ensure that he is covered by the insurance).

(\*) Officials who have been registered by their FMN as a participant and have passed the examination(s) will automatically receive the licence concerned. Officials who have been registered by their FMN as an observer may attend the seminar but they will not be tested and will not receive any licence until they have successfully participated in a seminar.

### **7.3 Registrations for the calendar**

The registration fees, defined in EUR, for the different events in the calendar are fixed by the Board of Directors and ratified by the General Assembly and are published by the Administration each year by way of a circular letter. In case of cancellation, a surcharged fee is invoiced to the FMNRs, in accordance with the Sporting Code.

These registration fees or surcharged fees can only be refunded in part or in total upon request, provided it is justified by an insufficient number of entries or "force majeure" and accepted by the Board of Directors or, if necessary, the Executive Board. Such a request does not exempt the FMN concerned from paying, within the due date, the fees or surcharged fees for the event concerned while the decision of the Board of Directors or the Executive Board is pending.

The registration fees include the costs pertaining to a final inspection of a track or circuit (see limitations described in paragraph 7.5 below), including the medical inspections carried out during the running of an event. Nevertheless, the "homologation fees" must be borne by the FMNR concerned and are not included in these registration fees. All other inspection costs must be borne by the FMNR.

### **7.4 Equal treatment and/or Solidarity Fund**

Equal treatment and/or the Solidary Fund, defined in EUR, is a system of financial harmonisation aimed at making each FMN organising a round of a World Championship, participate in the transport cost of motorcycles as well as the riders' travel expenses and one person from their personnel from one continent to another.

The registration fees published by the FIM for the World Championships for which an equal treatment and/or the Solidarity Fund is provided for mention the registration fees strictly speaking and the equal treatment and/or Solidarity Fund dues. The equal treatment dues are invoiced and are due at the same time as the registration fees to the calendar, that is, 30 days end of month after the date of the invoice. The date of the invoice corresponds to the last working day of the month in which the event takes place.

## **7.5 Inspections**

During inspections of tracks or circuits, the costs of transport and accommodation of the inspectors and the technical costs (laboratory tests, simulation...) not borne by the FIM are invoiced to the FMNR, by way of the quarterly invoice of amounts payable by the FMN. When they concern a medical inspection taking place before the date of the event, these costs are invoiced to the FMN, by way of the quarterly invoice of amounts payable by the FMN.

The costs of transport and accommodation of the inspectors pertaining to a sporting and/or medical inspection taking place during the event are borne by the FIM and are included in the registration fees.

Specific “homologation fees” are settled as required by each discipline, and may also cover the check of plans for new circuits and tracks.

## **7.6 Seminars**

### **7.6.1 CCR, CMS, CTR, CEN, CRT, CCP, CID, CTL, CMI and CTI Seminars**

The following conditions must be fulfilled in order to organise a seminar:

- The seminar requests must be sent at least 2 months before the date of the seminar.
- A maximum number of 50 participants must not be exceeded.

The transport and accommodation expenses of the instructor are borne by the FIM for one seminar per Commission every three years, for FMNs regularly organising an event counting towards the World Championship and/or FIM Prize of the discipline according to the rule set out below.

In addition, the transport and accommodation costs of the instructor are borne by the FIM for a seminar per Commission, per continent and per year for FMNs that do not organise an event counting towards the World Championship and/or FIM Prize of the discipline according to the rule set out below.

Following the seminar, the FIM decides how the travel and accommodation costs of the instructor will be paid according to the following rule:

- Up to 5 issued licences, the FMNR bears all travel and accommodation costs of the instructor.
- Between 6 and 10 issued licences, the travel and accommodation costs of the instructor are borne 50% by the FIM and 50% by the FMNR.
- From 11 issued licences, the FIM bears 100% of the travel and accommodation costs of the instructor.

The travel and accommodation expenses of the instructor for any additional seminars are at the expense of the organising FMNs.

### **7.6.2 Clerk of the Course Superlicence Seminars**

The following World Championships and FIM Prizes, Clerks of the Course should be in possession of a Clerk of the Course Superlicence:

- World Championship Grand Prix
- Superbike World Championship
- Endurance World Championship
- MXoN and Motocross World Championship
- AMA Supercross, an FIM World Championship
- Sidecar Motocross World Championship
- SMoN and SuperMoto World Championship
- Junior Motocross World Championship
- Trial des Nations, X-Trial and Trial World Championship
- Six days', SuperEnduro and Enduro World Championship
- Cross-Country Rallies World Championship
- Bajas World Cup
- Speedway World Championship (SGP and SWC)

To obtain a Clerk of the Course Superlicence, the officials should have a Clerk of the Course/Sporting Steward licence, be appointed by the organising club or the FMNR as a World Championship Clerk of the Course of the discipline concerned and successfully complete a Superlicence seminar organised by the FIM.

The Superlicence is valid for one year and covers the events of the year of validity of the Superlicence.

Circuit Racing and Track Racing World Championship Clerks of the Course for the Championships listed above who have successfully completed a Superlicence seminar for three consecutive years will automatically obtain a Clerk of the Course/Sporting Steward licence with a validity of three years. This licence will be issued, sent and invoiced to the official's FMN.

Motocross, Trial, Enduro and Cross-Country Rallies World Championships Clerks of the Course for the World Championships/Prize Events listed above are required to attend the traditional seminar to obtain a Clerk of the Course/Sporting Steward licence when the current licence has expired. The Clerk of the Course Superlicence will be issued, sent and invoiced to the official's FMN only after the Clerk of the Course/Sporting Steward licence for the discipline has been issued.

The Clerk of the Course Superlicences are automatically shipped by the Administration to the FMN of the official in question.

### **7.6.3 Chief Medical Officer Superlicence Seminar**

The World Championships and FIM Prizes Chief Medical Officers should be in possession of a Chief Medical Officer Superlicence:

- World Championship Grand Prix
- Superbike World Championship

To obtain a Chief Medical Officer Superlicence, the officials should have a Chief Medical Officer licence, be appointed by the organising club or the FMNR as a World Championship Chief Medical Officer of the discipline concerned and successfully complete a Superlicence seminar organised by the FIM.

The Chief Medical officers of the World Championships/Prize Events listed above who have successfully completed a Superlicence Seminar for three consecutive years will automatically obtain a Chief Medical Officer's licence with a validity of three years. This licence will be issued, sent and invoiced to the official's FMN.

The Superlicence is valid for one year and covers the events of the year of validity of the Superlicence.

The Chief Medical Officer Superlicences are automatically shipped by the Administration to the FMN of the official in question.

#### **7.6.4 Sporting Steward and Environmental Officer Superlicence Seminars (update for the Commissions Members)**

The Sporting Steward and Environmental Officer Superlicence Seminars are update seminars organised by the FIM and reserved for the Members of Commissions concerned.

Any Member of Commission appointed to an event should have a Sporting Steward and/or Environmental Officer Superlicence.

The Superlicence is valid for one year and covers the events of the year of validity of the Superlicence.

The Sporting Steward and/or Environmental Officer Superlicences for the Members of Commissions are shipped by the Administration directly to the Member in question free of charge.

### **8 Allowances paid to delegates**

#### **8.1 Conditions for travel and accommodation expenses to be borne by the FIM**

The FIM bears the travel and accommodation expenses of its appointed or elected members when they have been appointed by the FIM to fulfil a specific duty. These expenses are reimbursed according to a procedure and scale validated by the Board of Directors. Following the Commission Conference, the Administration draws up a list of all the appointed or elected members to whom the Commissions have entrusted a duty - with the approval of the Board of Directors - available on the FIM website. The circular regarding the FIM travel policy established each year at the beginning of the season defines in detail all of the principles and conditions described below.

The travel and accommodation expenses of the appointed members when attending the meetings of the Commissions, Commissions' Bureau and their respective groups are not borne by the FIM (with the exception of those of the Director).

The FIM bears the cost of the expenses incurred by the Members of the Board of Directors when they attend official meetings or when they fulfil special duties that the Board of Directors has assigned to them.

The FIM also bears the cost of the expenses of the Commission Directors, when these latter have been invited to attend meetings of the Board of Directors.

## **8.2 Travel expenses**

The main rules governing travel and accommodation expenses borne by the FIM are the following:

### **8.2.1 Travel expenses by air**

- For each nomination, the delegate organises his journey as soon as possible, but at the latest 30 days before the beginning of the event/meeting.
- The delegate is requested to buy his air tickets, without first asking the FIM, as long as the total air ticket amount is not more than the maximum amount as per the FIM travel policy.
- In such a case, the delegate sends to the Administration his supporting documents in order for the FIM to reimburse his air ticket plus an additional lump sum.
- In case the delegate does not manage to obtain an air ticket at the maximum tariff authorised, he sends the travel booking form to the FIM mentioning the air ticket price he found. The FIM issues the ticket or authorises the delegate to buy it himself.

### **8.2.2 Travel expenses by private car or motorcycle**

- At the latest 30 days before his departure, the delegate must check (via the Web, through a software or by asking the FIM Administration) if the number of kilometres he will drive is lower or higher than 1'500 km.
- If the planned trip is shorter than 1'500 km, the delegate can use his private vehicle without first asking the authorisation of the FIM.

- If the planned trip is longer than 1'500 km, the delegate must send to the Administration the travel booking form, requesting the FIM's authorisation to travel by private vehicle.
- In general, in order for the journey by private car or motorcycle to be accepted, the overall cost of travel from the place of residence of the traveller to the departure airport, the cost of an air ticket in the most economic tariff class available, plus car rental must not be less than the amount the delegate would be reimbursed for the kilometres covered.
- In this case, the delegate will be paid an indemnity for each kilometre travelled from his place of residence to the event and return, but to a maximum of 2'000 km. This amount includes all expenses involved, such as petrol, parking, motorway tolls, rail/road, supplementary insurance and depreciation costs of the vehicle. In the case of 2 appointments carried out consecutively, the maximum number of kilometres allowed is 3'000 km.
- Otherwise, in the event that the delegate nevertheless wishes to travel by private vehicle, only the above-accumulated cost and not the complete kilometre indemnity will be reimbursed.

### **8.2.3 Travel expenses by ferry boat and private car or motorcycle**

If a delegate uses a ferry boat to go to an event, the FIM will reimburse the price of a 2<sup>nd</sup> class return ticket for one person plus private car or motorcycle. In this case, the delegate will be reimbursed according to the number of kilometres effectively travelled by car or motorcycle. The distance of the ferry trip should be deducted from the total number of kilometres. The original ticket must be attached to the expenses form.

### **8.2.4 Travel expenses by public transport**

The FIM will reimburse a first class train ticket when this means of transport is used to go from the place of residence to the place of the meeting or from the place of residence to the nearest airport. The original ticket must be attached to the expenses form.

## **8.2.5 Car rental**

When the trip from the airport of destination to the place of the event makes car rental indispensable, a car, and, as a general rule, only one per event (and not per delegate) may be reimbursed by the FIM. This means that the delegates appointed to an event must harmonise beforehand their different travel schedules.

Reservations must be made exclusively through the intermediary of the FIM Travel Coordinator.

Possible supplementary insurance to that included in the standard package determined by the FIM will not be borne by the latter. Parking fees, supplementary insurance costs, etc. are included in the lump sum for sundry expenses (see paragraph 8.3.3 below) and are therefore not borne by the FIM in the case of car rental. If necessary, supplementary insurance fees will be directly debited by the car renter from the credit card of the delegate left as guarantee or will be deducted by the FIM from the next expenses form of the delegate concerned.

Petrol fees of the cars rented are borne by the FIM after presentation of supporting documents.

## **8.3 Indemnities**

### **8.3.1 Indemnities for accommodation expenses**

The FIM provides a lump sum for accommodation per night spent away from the place of residence and having incurred accommodation expenses. No daily indemnity is reimbursed for nights spent in any means of transport (intercontinental flight, train, etc.).

The accommodation expenses must in no case be borne by the organiser or the FMNR. For certain sporting or administrative meetings, when the costs are nevertheless paid by the organiser, the FIM reimburses to the delegate a daily indemnity only for meal costs.



### **8.3.2 Coverage of 2 consecutive events (mid-week)**

In the case where the FIM delegate is appointed to 2 consecutive events taking place on 2 consecutive weekends and when the FIM delegate travels from his place of residence to these events in one round trip, the FIM undertakes to pay his accommodation expenses for weekdays between the 2 events. However, the delegate shall provide an expenses form for each event.

### **8.3.3 Lump sum for sundry expenses**

The FIM provides a lump sum for sundry expenses to cover parking fees, motorway tolls, taxi, telephone, fax, photocopies, newspapers, visas, supplementary insurance, etc., incurred when travelling for the FIM. Sundry expenses are paid for each nomination when a delegate carries out several nominations during one and the same trip.

### **8.4 Delegates' insurance**

FIM delegates benefit from the following insurance covers when they have been appointed by the FIM to carry out an official function for its account:

Capital in case of accidental death:	CHF	500'000.-
Capital in case of accidental permanent invalidity:	CHF	500'000.-
Medical expenses abroad per person per incident:	CHF	1'500'000.-
Repatriation expenses:		Unlimited

### **8.5 Basic Allowance to Board of Directors Members and Internal Auditors**

The President of the FIM, the Board of Directors Members as well as the Commission Directors have been granted a lump sum, of which the amount is fixed in the annual budget, to allow them to fulfil their official duties and their representation activities. The treatment of these indemnities is made in accordance with tax laws in force in Switzerland.

The Internal Auditors are compensated for their work and expenses each time they are mandated by the General Assembly or the Board of Directors to perform a specific task.

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# Sporting Code

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**EDITION 2019**

update 19 January 2019

Any references to the male gender in this document are made solely for the purpose of simplicity, and refer also to the female gender except when the context requires otherwise.



**2019 SPORTING CODE**

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## GLOSSARY

### FIM Acronyms, terms, definitions and abbreviations (not exhaustive)

Categories:	<ul style="list-style-type: none"> <li>- of meetings: International Meetings, World Championship (WC) and Prize Events with or without a promoter, etc.</li> <li>- of participants: youth, junior, women, veterans</li> <li>- of vehicles: motorcycle, sidecar, quad, Snowmobile, eBike, etc.</li> </ul>
Class(es):	Type of motorcycles according to cylinder capacities and types of engine
Classification:	Ranking, results of participants in a meeting (intermediate or final classification)
Clerk of the Course:	Official (in French: Directeur de Course)
Discipline:	Nature of the sporting activity: Circuit Racing, Motocross, Trial, Enduro, Track Racing, Cross-Country Rallies
Event Management:	Group of Officials with competencies indicated in the Regulations/Appendices of each discipline (in French: Direction de (la) Manifestation)
FIM Championships and Prize Events Calendar:	FIM Calendar of sporting meetings of FIM Championship and Prize Events run under the authority of the FIM
FIM Event	Motorcycling event counting for an FIM Championship or Prize event (in French: Manifestation FIM)
FIM Licence	Document for Officials, Participants, Manufacturers and Teams required to participate in an FIM World Championship/Prize Event and some International Meetings
FIM World Championship (WC) and Prize Events	Events or Series of events counting towards a FIM World Championship/Prize Event with or without an FIM Promoter

FMN:	National Motorcycling Federation, affiliated member of the FIM
FMNR:	National Federation organising an event
IMN:	a number given to an event registered in the FIM Calendar
International Jury:	Group of Officials with specific duties during an FIM event which are defined in the FIM Sporting Code and/or the Regulations/Appendices of each discipline (in French: Jury International)
International Meetings Calendar:	Calendar of meetings under the authority of FMNRs included in the International Calendar
Manufacturer:	Manufacturer holding an FIM Licence to participate in a World Championship and/or Prize Event
Official(s):	Person(s) with competencies indicated in Regulations/Appendices of each discipline
Organiser:	Organising body of an event (may be an FMNR, a club, a promoter, a circuit owner)
Paddock:	Enclosure reserved in the environs of the circuit for all participants and suppliers (in French: parc des coureurs)
Parc fermé:	Enclosure put in place to keep the motorcycles under the custody of the organiser
Passenger:	A participant holding an FIM licence who forms a team with a sidecar driver
Permanent Bureau:	Body composed according to the contract with a FIM promoter
Practice:	Official training during an event (in French: essais)
Promoter:	Contractual agent holding some organisational and/or commercial rights in relation to FIM world championships and/or prize events

Race Direction:	Group of Officials with competencies indicated in the Regulations/Appendices of each discipline (in French: Direction de Course)
Race Director:	Official (in French: Directeur de l'Epreuve/de la Manifestation)
Referee:	Official exercising the supreme control of the Event with regard to the application of the FIM Regulations
Rider:	Participant riding a vehicle in an FIM discipline
Seminar:	A one- or two-day training session organised for the officials/participants under the supervision of an instructor
Stewards:	Officials of the Stewards Panel (in French: Commissaires)
Stewards Panel:	Group of Officials with specific duties during an FIM event which are defined in the FIM Sporting Code and/or Regulations/Appendices of each discipline (in French: Collège des Commissaires)
Supplementary Regulations (SR):	Specific information and rules complementary to the Sporting Code, Regulations and/or Appendices (in French: Règlement Particulier, RP)
Team:	Depending on the context, the team can be defined according to Articles 60.2, 70.2.1 and 70.2.4 of the FIM Sporting Code
Terms of Reference:	Description of a body's or Officials' work and duties (in French: Cahier des charges)
World Records:	Records homologated by the FIM

## **1 FIM SPORTING CODE**

The FIM Sporting Code (hereinafter called “the Sporting Code”) is a set of rules established by the Fédération Internationale de Motocyclisme which, together with the Appendices and Regulations, are applicable to each and every discipline and category of meeting and rules the sporting Meetings held under its authority.

The objective of this Code, its Appendices and Regulations is to encourage and facilitate the practice of the motorcycling sport worldwide. It shall never be applied with the intention of impeding a competition from taking place or a competitor from participating in a competition, except if the FIM concludes that this measure is necessary in order to allow the motorcycling sport to be practised in complete safety, equity and regularity.

## **2 DEFINITIONS**

### **2.1 APPENDICES**

Appendices are specific rules applying to one or more but not all disciplines or category of meeting and are in addition to the rules laid down in the Sporting Code.

### **2.2 REGULATIONS**

Regulations are specific rules applying to FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter and are published in addition to the rules laid down in the Sporting Code and in addition to the contract with the respective promoter.

## **3 RECOGNITION OF AUTHORITY AND ARBITRATION CLAUSE**

Any FMN or corporate body organising or any individual participating in a meeting is deemed to know the Sporting Code and its Appendices, the Regulations, the Disciplinary and Arbitration Code, the Medical Code, the Anti-Doping Code and the Environmental Code, as well as the Supplementary Regulations of the meeting and undertakes to submit, without reservation, to all provisions and consequences thereof.

Final decisions handed down by the juridical bodies or the General Assembly of the FIM shall not be subject to appeal in the ordinary courts. Such decisions must be referred to the Court of Arbitration for Sport, which shall have exclusive authority to impose a final settlement in accordance with the Code of Arbitration applicable to sport.

## **4 INTERPRETATION OF FIM RULES**

In case of dispute regarding interpretation of the Sporting Code, the authoritative interpretation is determined by the Board of Directors.

The Sporting Commissions are the responsible authorities for the interpretation of their respective Appendices which relate to FIM World Championships and Prize Events and International Meetings.

The Commissions and Panels are responsible for the interpretation of their respective Codes.

The relevant body (see Art. 30.4.2.1) established by a contract between the FIM and the FIM promoter is responsible for the interpretation of the Regulations which relate to FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter.

In case of discrepancy or dispute regarding the interpretation between the two official texts, the English text will prevail.

## **5 MODIFICATIONS OR ADDITIONS TO THE SPORTING CODE, ITS APPENDICES AND TO THE REGULATIONS**

Any modification or addition to the Sporting Code, after approval by the General Assembly, will be published by the Administration with the date of enforcement.

Any modification or addition to the Appendices after approval by the Board of Directors following the recommendation of the relevant Sporting Commission, will be published by the Administration with the date of enforcement.

Any modification or addition to the Regulations of a FIM World Championship or Prize Event organised in partnership with a contractual FIM promoter, after approval by the relevant body (see Art. 30.4.2.1) established by a contract between the FIM and its promoter, will be published by the Administration with the date of enforcement.

## **10 MEETINGS**

### **10.1 CATEGORIES OF MEETINGS**

In general, the FIM distinguishes between the following categories of meetings among its various disciplines:

- FIM World Championships and Prize Events without a FIM promoter
- FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter
- CONU Continental Championships with or without a contractual CONU promoter
- Classic Events
- International Meetings
- Continental Meetings
- National Meetings

#### **10.1.1 FIM World Championships and Prize Events without a FIM Promoter**

FIM World Championships and Prize Events are inscribed as such in the FIM Calendar in accordance with the conditions set forth in Chapter 30 of the Sporting Code.

In conformity with Article 3 of the FIM Statutes, the official titles of FIM World Championships and Prize Events in all disciplines of the motorcycle sport are the exclusive property of the FIM.

For the organisation of these meetings, the Sporting Code and the relevant Appendices will apply.

FIM World Championships and Prize Events are open to qualified or nominated riders of any FMN holding the relevant FIM World Championship or Prize Event rider's licence.

#### **10.1.2 FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter**

Pursuant to Articles 3.3 and 3.4 of the Statutes, the competent bodies (see Art. 30.4.2.1) of the FIM are empowered to adopt whatever sporting, technical, medical, environmental and disciplinary regulations it deems necessary for the organisation of the above-mentioned FIM World Championships resulting from a contract with a FIM promoter.

For the organisation of this category of meetings, the Sporting Code and the relevant Regulations will apply.

Riders participating in FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter must be holders of the relevant FIM World Championship or Prize Event rider's licence.

### **10.1.3 CONU Continental Championships**

Pursuant to Article 12.6 of the Statutes, the Continental Unions (CONUs) may establish Continental Championships.

The relevant CONU Sporting Regulations, which must be drawn up in conformity with the FIM Sporting Code, will apply for the organisation of Continental Championships.

For each discipline, riders participating in the CONU Continental Championships must be holders of the relevant FIM Continental Championships licence or a licence accepted by the CONU.

### **10.1.4 Classic Events**

These are international sporting events of which, it has been clearly established historically, have made a major contribution to both the development of the motorcycle and the establishment of the sport internationally but which are no longer associated with either FIM World Championships or Prize Events. Since the FIM is not in any way involved in the organisation of Classic Events, responsibility for the latter at all levels (organisational, sporting and disciplinary) shall lie solely with the FMNR.

Approval of a classic title is granted by the Board of Directors following a recommendation from the appropriate Sporting Commission.

### **10.1.5 International Meetings**

International Meetings may not be named as such without being inscribed in the FIM Calendar by the relevant FMNRs.

International Meetings taking place in one country only are open to riders holding a licence for FIM Championships and Prize Events or an International Licence as well as to riders holding a national licence issued by the FMN of the organiser of the International Meeting (FMNR).

Since the FIM is not in any way involved in the organisation of International Meetings, responsibility for the latter at all levels (organisational, sporting and disciplinary) shall lie solely with the FMNR.

### **10.1.6 Continental Meetings**

Continental Meetings are meetings taking place in one country only and inscribed as such by the FMN in the respective CONU Calendar.

These meetings are controlled by the CONU or a FMN designated by the CONU and are open to riders holding licences from the CONU or other licences accepted by the CONU.

### **10.1.7 National Meetings**

These meetings are controlled by an FMNR and are held in their entirety in the national territory. In case of relocation, the agreement of the FMN where the event will take place is compulsory. These meetings are open to riders holding a licence issued by the FMNR.

For the organisation of these meetings, the national sporting code of the FMNR applies.

## **10.2 RACES RUN DURING AN INTERNATIONAL MEETING**

A national race may be included in an International Meeting, provided:

- it is not run at the same time as an international race,
- it is open to licence holders according to Art. 10.1.7.

## **10.3 4-WHEELER AND MOTORCYCLE RACES AT THE SAME MEETING**

Any combination of circuit races for 4-wheelers and motorcycles with 2 or 3 wheels is forbidden at any meeting in which the programme includes events counting towards a FIM World Championship or Prize Event. Exceptions may be granted by the Board of Directors upon request of the appropriate Commission.

## **10.4 RACES BETWEEN 2- AND 3-WHEELER MOTORCYCLES, QUADRACERS AND/OR 4-WHEELERS**

Concurrent races between 2-wheeler, 3-wheeler motorcycles, quadracers or between sidecars and cyclecars and/or 4-wheelers are forbidden. Exceptions may be granted by the Board of Directors upon request of the appropriate Commission.



## **10.5 UNAUTHORISED MEETINGS**

The organisation or running of FIM World Championships and Prize Events or an International Meeting or a series of International Meetings not conforming to the Sporting Code, its Appendices or the Regulations and not inscribed as such in the FIM Calendar is not recognised by the FIM.

## **10.6 SUPPORT RACES**

Support races may be organised during a FIM World Championship and Prize Event with or without a contractual FIM promoter or an International Meeting when duly authorised by the relevant Sporting Commission or the relevant body (see Art. 30.4.2.1) established by a contract between the FIM and its promoter or the FMNR.

## **10.7 USE OF TITLES**

The use of FIM titles e.g. FIM World and Continental Championships or Prizes, “Grand Prix”, “World Cup”, “Continental Cup” or any other description of a meeting which implies a World or Continental status, and/or use of the terms “International” or “Championship” as title or subtitle is reserved for meetings which are accordingly inscribed in the FIM or appropriate CONU Calendars.

These titles can be used in official documents, advertising posters, etc.

The title “Grand Prix” applied to international and/or FIM World Championships and Prize Events may only be used with the approval of the Board of Directors.

The titles of Continental Championships recognised by the FIM are the property of the relevant CONU pursuant to Article XI 1)1b of the By-Laws.

## **10.8 CIRCUITS, TRACKS AND VENUES**

All circuits, tracks and venues, etc. used for FIM World Championships and Prize Events with or without a contractual FIM promoter must be homologated by the FIM.

Circuits, tracks and venues for a Continental Championship managed under the jurisdiction of a CONU are homologated by the relevant CONU. Circuits, tracks and venues homologated by the FIM are automatically homologated by the CONUs.

Circuits, tracks and venues used for International and National Meetings are homologated by the FMNR.

## **10.9 MEETINGS CROSSING SEVERAL TERRITORIES**

When a FIM World Championship or Prize Event or International Meeting crosses the territory of two or more FMNs, the FMNR must obtain the prior written approval of all FMNs concerned if it concerns a stage with classification (outside of a liaison stage) and send these documents to the Administration at least two months before the start of the Event.

## **20 THE FIM CALENDAR**

Each year the FIM will publish in its “Yearbook” and website the list of all FIM World Championships and Prize Events with or without a FIM promoter as well as International Meetings - with details of circuits, tracks, venues and classes if necessary - to be held during the year under the jurisdiction of the FIM. The list is called the “FIM Calendar.

The FIM Calendar can be updated throughout the year by application to the FIM in accordance with Art. 20.2.

It is updated regularly by publications which give details of all additions or alterations to the Yearbook.

Each meeting listed in the FIM Calendar has a registration number (IMN) published in the FIM Yearbook and the FIM website. This number must be quoted in all correspondence relating to the meeting in question.

### **20.1 ESTABLISHMENT OF THE FIM CALENDAR**

The Board of Directors allocates dates in the FIM Calendar in the best interest of the motorcycle sport in general and avoiding, whenever possible, the allocation of meetings within the same discipline on dates or at locations which are identical or too close to one another.

If two requests of inscriptions for meetings of the same category and discipline are received in view of being inscribed on the same date in the calendar and the Board of Directors considers that it would be against the interests of the sport to accept both of them, the matter shall be finally resolved by the Board of Directors. The Board of Directors shall justify its decision in writing.

#### **20.1.1 FIM World Championships and Prize Events without a FIM promoter**

For each meeting counting towards one of the FIM World Championships or Prize Events, the FMNRs must submit their applications to the Administration before 31 March of the preceding year.

Alternative dates may be quoted when applying for a FIM World Championship or Prize Event.

Applications for FIM World Championships and Prize Events will be examined by the appropriate Commissions which will fix the dates, venues/circuits/tracks and classes, subject to the final approval of the Board of Directors.

#### **20.1.2 FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter**

The FIM promoter shall submit the relevant provisional FIM Calendar to the Board of Directors within the deadline laid down in the contract signed with the FIM. The provisional calendar will include the venues and dates for the events counting for the FIM World Championship or FIM Prize Event for the following year. When proposing the calendar of events to the FIM, the FIM promoter shall also confirm to the FIM that it has entered into an agreement with a national organiser for each event and that each corresponding FMNR has been consulted in order to eliminate or minimise possible conflicts or optimise issues of organisers, venues and available staff.

Upon receipt of the provisional calendar, the FIM shall immediately inform all the FMNRs involved in the Calendar. Within 15 days of the delivery of the provisional calendar by the FIM promoter to the FIM, the FMNRs shall notify the Administration of any objection to the Calendar.

The Board of Directors resolves without delay any possible dispute arising from the proposed Calendar between an FMNR and the FIM promoter.

After having been examined by the respective Sporting Commission and approved by the Board of Directors, the FIM Calendar is announced by the Administration and published in the FIM Yearbook and website.

The Administration shall convene a pre-calendar conference involving the respective FIM promoters during the course of the preceding sporting season. The Board of Directors will endeavour to obtain the announcement of pre-calendars as early as possible during the course of the preceding sporting season. It will also encourage long-term calendar planning by the FIM promoters.

### **20.1.3 CONU Continental Championships**

The CONUs' Calendars of Continental Championships must be drawn up in conformity with their respective Sporting Codes.

No Continental Championship of the same discipline may be organised in the same country and on the same date as a FIM World Championship or Prize Event with or without a FIM promoter. The Board of Directors may make exceptions.

### **20.1.4 Classic Events**

The FMNRs must submit applications to the Administration for all Classic Events with details of classes for publication in the FIM Yearbook and website.

### **20.1.5 International Meetings**

The FMNRs must submit applications to the Administration for all International Meetings with details of classes for publication in the FIM Yearbook and Website.

Any request for the inscription of a new meeting implies the acceptance of the FMNR jurisdiction by the organiser (cf. Article 10.1.5 of the FIM Sporting Code) and must be submitted to the Administration.

The FIM Calendar of International Meetings may be updated throughout the year by registering with the Administration pursuant to Article 20.2.5.

### **20.1.6 Continental Meetings**

The CONUs must submit applications to the Administration for all Continental Meetings with details of classes, before 30 November of the preceding year in order to publish them in the respective FIM and CONUs Yearbooks and Websites.

The Calendar of Continental Meetings may be updated throughout the year according to the regulations of the CONUs.

## **20.2 ADDITIONS AND ALTERATIONS TO THE FIM CALENDAR**

### **20.2.1 Calendar of FIM World Championships and Prize Events without an FIM promoter**

If the number of applicants for meetings counting towards a FIM World Championship or Prize Event exceeds the total number required or if the minimum number of applications is not met, the appropriate Commission can put forward a proposal to the Board of Directors, who will make a final decision.

If it is absolutely impossible for an FMN to accept the date allocated by the FIM at the General Assembly, the FMN concerned may, before 30 September, either withdraw the original application or make a new application for a change of date or venue, stating valid reasons. Any objection will be settled at the first meeting of the appropriate Commission at the FIM General Assembly.

If the new date application is refused by the Commission and this refusal is confirmed by the Board of Directors, the FMN may immediately withdraw the application for the meeting. In this case, the FIM may grant the meeting to another FMN whilst still maintaining the date originally planned.

Applications for changes of date received later cannot be accepted. In cases of “force majeure” left to its own judgement, the Board of Directors may decide to change the date of a FIM World Championship or Prize Event after the ratification of the FIM Calendar but at the latest at the following General Assembly.

In case of a subsequent cancellation, including any meeting for which a date change has been refused, the penalties as detailed in Art. 20.3 will apply. Furthermore, any application from the FMN in question will not be considered when Championship dates for the same competition are fixed for the following year.

If so requested by an FMN, the Board of Directors may decide to waive the above-mentioned penalties, but only provided that the cancellation was due to an insufficient number of entries or a genuine case of “force majeure” accepted as such by the FIM.

A short-term change of up to 24 hours necessitated by extraordinary circumstances is not considered as a change of date in accordance with the above-mentioned regulations.

### **20.2.2 Calendar of FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter**

Applications introduced by a promoter for a change of date, supported by well-founded reasons and requiring 45 days of notice before the new proposed date, will be considered by the Board of Directors.

Changes of venue, circuit or track may be accepted by the Board of Directors within a reasonable term of notice and subject to prior FIM homologation.

The FIM Press Office will immediately announce these changes by way of FIM Press Releases.

### **20.2.3 Calendar of CONU Continental Championships**

Alterations and additions to the CONU Calendar may be executed according to CONU regulations.

### **20.2.4 Calendar of Classic Events**

Late inscriptions for Classic Events (i.e. after 30 November of the preceding year) can only be accepted up to 4 weeks before the date of the event.

### **20.2.5 Calendar of International Meetings**

Late inscriptions for International Meetings (i.e. after 30 November of the preceding year) can only be accepted up to 10 days before the date of the meeting.

The FMNR, in exceptional circumstances and for justifiable reasons, may postpone or cancel, or if it has already started or has already been completed, declare void an approved International Meeting as well as order an amendment to the results.

The Administration as well as all riders whose entries are submitted must be informed immediately about changes of dates or cancellations. A short-term change of up to 24 hours necessitated by extraordinary circumstances is not considered as a change of date.

In the case of a change or shift of date, the entries submitted will be valid only if the riders confirm acceptance of the new date of the meeting.

## **20.2.6 Calendar of Continental Meetings**

Alterations and additions to the CONU Calendar may be executed according to the CONU regulations.

## **20.2.7 Calendar of National Meetings**

Alterations and additions to the FMN Calendar may be effected according to FMN regulations.

## **20.3 INSCRIPTION FEES**

### **20.3.1 FIM World Championships and Prize Events without FIM promoter**

The fees payable by the FMNR to the FIM for each inscription in the Calendar are established by the Board of Directors and approved by the General Assembly (see also Art. 12.1.7o of the Statutes).

For cancellations of FIM World Championships and Prize Events, the following regulations apply:

- after 31 October, but until 31 December of the preceding year, inscription fee to be surcharged: 50%
- after 31 December of the preceding year, inscription fee to be surcharged: 200%

These percentages are applied on the inscription fee, after deduction of the amount corresponding to the equal treatment.

These fees or surcharged fees can only be refunded in part or in total upon request, provided it is justified by an insufficient number of entries or “force majeure” and accepted by the Board of Directors.

### **20.3.2 FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter**

The fees payable by the FMNR to the FIM for each inscription in the Calendar are established by the Board of Directors and approved by the General Assembly (see also Art. 12.1.7o of the Statutes).

In case of cancellation by the FIM promoter for reasons which lie only with him, no surcharge fee will be applied and the fees will be refunded.

### **20.3.3 CONU Continental Championships**

The fees payable to the CONU for each inscription in the CONU Calendar are decided by the respective CONUs.

### **20.3.4 Classic Events**

The fees payable to the FMNR for each inscription in the FIM Calendar are decided by the respective FMNR.

### **20.3.5 International Meetings**

The fees payable to the FMNR for each inscription in the FIM Calendar are decided by the respective FMNR.

### **20.3.6 Continental Meetings**

The fees payable to the CONU for each inscription in the CONU Calendar are decided by the respective CONU.

### **20.3.7 National Meetings**

The fees payable to the FMNR for each inscription in the FMN Calendar are decided by the respective FMNR.

## **30 FIM MEETINGS**

### **30.1 FIM WORLD CHAMPIONSHIPS, AND PRIZE EVENTS AND WORLD RECORDS**

In accordance with detailed conditions contained in the Appendices or Regulations relating to each sporting discipline, the FIM recognises the World Championships and Prize Events as detailed in the following Articles:

The name or brand of an official Title Sponsor precedes the title “FIM World Championship or Prize Event”.



### 30.1.1 World Championships

#### Circuit Racing

- FIM World Championships Grand Prix (for riders, teams and manufacturers)
- FIM Superbike World Championship (for riders and manufacturers)
- FIM Moto3 Junior World Championship (for riders and manufacturers)
- FIM Supersport World Championships (for riders and manufacturers)
- FIM Endurance World Championship (for teams, riders and manufacturers)
- FIM Sidecar World Championship (for riders and passengers)

#### Motocross

- FIM Motocross World Championships (for riders and manufacturers)
- FIM Sidecar Motocross World Championship (for riders, passengers and manufacturers)
- FIM Women's Motocross World Championship (for riders and manufacturers)
- FIM Motocross of Nations (for national teams)
- FIM Junior Motocross World Championship (for riders, national teams and manufacturers)
- AMA Supercross, an FIM World Championship (for riders and manufacturers)
- FIM SuperMoto World Championship (for riders and manufacturers)
- FIM SuperMoto of Nations (for national teams)
- FIM SnowCross World Championship (for riders and manufacturers)
- FIM FreeStyle Motocross World Championship (for riders and manufacturers)
- FIM SnowCross of Nations (for national teams)
- FIM FreeStyle of Nations (for national teams)

#### Trial

- FIM Trial World Championships (for riders and manufacturers)
- FIM Trial des Nations (for national teams)
- FIM Women's Trial World Championship
- FIM Women's Trial des Nations (for national teams)
- FIM X-Trial World Championship

## Enduro

- FIM International Six Days' Enduro (for national teams)
- FIM Enduro World Championship (for riders and manufacturers)
- FIM Junior Enduro World Championship
- FIM SuperEnduro World Championship (for riders and manufacturers)
- FIM Youth Enduro World Championship

## Cross-Country Rallies

- FIM Cross-Country Rallies World Championship  
(for riders and manufacturers)

## Track Racing

- FIM Speedway Grand Prix World Championship
- FIM Speedway Grand Prix World Championship Qualification Meetings
- FIM Speedway under 21 World Championship
- FIM Team Speedway under 21 World Championship
- FIM Speedway Youth World Championship
- FIM Ice Speedway World Championship
- FIM Ice Speedway of Nations (for national teams)
- FIM Long Track World Championship
- FIM Long Track of Nations (for national teams)
- FIM Speedway of Nations (for national teams)
- FIM Speedway World Cup (for national teams)

### 30.1.2 FIM Prizes

#### Circuit Racing

- **FIM MotoE World Cup (for riders and teams)**
- FIM Endurance World Cup  
(for teams, riders and manufactures - Superstock)
- FIM MotoGP Rookies Cup
- FIM Dragbike World Cup
- FIM Street Freestyle World Cup

## Motocross

- FIM Veteran Motocross World Cup
- FIM QuadCross World Cup
- FIM Women's SnowCross World Cup
- FIM Junior Motocross World Cup
- **FIM E-Bike Motocross World Cup**

## Trial

- FIM Women's Trial World Cup
- FIM Trial des Nations, International Trophy
- FIM X-Trial des Nations
- FIM Trial-E Cup

## Enduro

- **FIM Enduro Open World Cup**
- FIM Women's Enduro World Cup
- FIM Junior and Women's SuperEnduro World Cups
- FIM Enduro Vintage Trophy
- **FIM E-Bike Enduro World Cup**

## Cross-Country Rallies

- FIM Women's Cross-Country Rallies World Cup
- FIM Quads Cross-Country Rallies World Cup
- FIM Junior Cross-Country Rallies World Cup
- FIM Cross Country Rallies Veterans' Trophy
- FIM Bajas World Cup
- FIM Women's Bajas World Cup
- FIM Quads Bajas World Cup
- FIM Junior Bajas World Cup

## Track Racing

- FIM Speedway Sidecar World Cup
- FIM Speedway Youth Gold Trophy
- FIM Track Racing Youth Gold Trophy
- FIM Long Track Youth World Cup
- FIM Flat Track World Cup
- FIM World Speedway League
- World Games Speedway

### **30.1.3 World Records**

- **FIM Land Speed World Records**

## **30.2 STATUS AND ELIGIBILITY CRITERIA OF MEETINGS**

The Board of Directors may change the status of any of the meetings mentioned in Article 30.1 from FIM World Championship to Prize Event status, or vice versa, taking into consideration appropriate eligibility criteria and upon the proposal of the relevant Sporting Commission or the relevant body established by the contract between the FIM and its promoter.

In the same manner, FIM World Championships and Prize Events may be introduced or removed by the Board of Directors in the interest of the motorcycle sport by taking into consideration appropriate eligibility criteria.

## **30.3. EVENTS COUNTING TOWARDS FIM WORLD CHAMPIONSHIPS AND PRIZE EVENTS WITH OR WITHOUT A FIM PROMOTER**

The Board of Directors decides, on the proposal of the appropriate Sporting Commissions or the relevant body established by the contract between the FIM and its promoter, the number of meetings required for a FIM World Championship or Prize Event to be inscribed in the FIM Calendar.

## **30.4 ORGANISATION OF FIM MEETINGS**

### **30.4.1 FIM World Championship and Prize Events**

Meetings counting towards a FIM World Championship or Prize Event are organised by the respective FMNRs.

If an FMNR is prohibited by law from holding a meeting within its own territory, it may, with the approval of the Board of Directors, hold meetings of FIM World Championships and Prize Events on circuits belonging to another FMN, subject to the approval of that FMN.

### **30.4.2 FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter**

These meetings may be organised by any individual or corporate entity when contractually authorised to do so by the FIM. The contractual FIM promoter is directly responsible to the FIM for the organisation of these meetings in accordance with the respective Regulations and the rights and obligations stated in the relevant contract.

The relevant FIM promoter shall provide a schedule of conditions applicable to the respective organiser.

#### **30.4.2.1 Bodies established by contract between the FIM and its promoters**

The contract signed between the FIM and its promoters may provide for:

- i) a Permanent Bureau, composed of representatives of each party. This body is empowered to take urgent decisions unanimously by the members in case of need, which are to be consistent with the provisions of the contract and ratify decisions of the respective appropriate Commission (see below).
- ii) a competent Commission, composed of representatives of the FIM and various parties involved, in charge of studying amendments to the Regulations proposed by the respective FIM Sporting or by other parties involved such as the riders, teams and manufacturers. The resolutions require a simple majority and in the case of a tie, the chairman will have a casting vote. Decisions shall be effective subject to the approval of the Permanent Bureau.

#### **30.4.3 CONU Continental Championships**

In accordance with the Statutes (see Art. 12.4a), the Continental Championships are organised by the respective CONUs.

The FMNRs and CONUs are held solely responsible for meetings that they organise.

#### **30.4.4 Classic Events**

Classic Events are organised by the FMNRs under their own authority and responsibility and in conformity with their own rules and Supplementary Regulations.

#### **30.4.5 International Meetings**

International Meetings are organised by the FMNRs under their authority.

The Board of Directors may authorise the organisation of one or more motorcycle meetings in a country where there is no FMN, under the supervision of an FMNR and under conditions which are to be determined in each case by the Board of Directors.

### **30.4.6 Series of Meetings**

A series of meetings in the form of International Meetings which are held in several countries and in which riders of different FMNs take part must be subject to a request for inscription in the FIM Calendar.

When the title of FIM World Championship or Prize Event has been granted to a series, any authorisation of another series may be conditioned by the requirement that the organisers of the other series take all reasonable measures required by the FIM in order to avoid any confusion between the two series.

The request for inscription will be accepted after the FIM has verified whether the meeting in question is in accordance with the provisions of the Sporting Code, its Appendices and Regulations and after the circuits or tracks have been duly approved by the FIM, which may, if it considers it necessary, appoint an observer.

The Board of Directors fixes the inscription fee due to the FIM and the obligations imposed upon the FMNRs/organisers.

### **30.4.7 Continental Meetings**

Continental Meetings are organised by the FMNRs under their authority and the respective CONU regulations.

### **30.4.8 National Meetings**

National Meetings are organised by the FMNRs under their authority and regulations.

## **30.5 CLASSIFICATIONS**

The classifications for riders, passengers, teams and manufacturers are established in accordance with the Appendices and Regulations of the corresponding categories of meetings or disciplines.

## **30.6 MEDALS AND DIPLOMAS AWARDED BY THE FIM**

### **30.6.1 Awards for the FIM World Championships and Prize Events designated for Riders/Passengers**

For the World Championships designated for riders and passengers (if included), the following awards will be given:

- first place                    1 gold medal and 1 FIM Diploma
- second place                1 silver medal
- third place                  1 bronze medal

For the FIM Prize Events designated for riders and passengers (if included), the following awards will be given:

- first place                   1 gilt medal and 1 FIM Diploma
- second place                1 silver medal
- third place                  1 bronze medal

### **30.6.2 Awards for the FIM World Championships and Prize Events designated for Manufacturers**

The manufacturer winning the World Championship in question receives:

1 FIM Diploma

### **30.6.3 Awards for the FIM World Championships designated for Teams**

For World Championships designated for Teams, the following awards will be given:

- first place                   1 FIM Diploma to the team and 1 gilt medal for each of the riders involved
- second place                1 silver medal for each of the riders involved
- third place                  1 bronze medal for each of the riders involved

### **30.6.4 Awards for FIM Team Prizes**

Awards for the above-mentioned competitions will be given according to the regulations quoted in the appropriate Appendix for the discipline concerned.

## **30.7 CHALLENGES AND TROPHIES**

In the case of FIM World Championships and Prize Events, no challenge or trophy can be awarded without prior approval of the Board of Directors.

Following the proposal of the appropriate Commission, the Board of Directors will decide upon the regulations for the awarding of such challenges and trophies if they are not already stipulated in the corresponding competition appendices and regulations.

A holder of a challenge or trophy is responsible for any damage or loss that may occur during the period it is in their possession.

A certificate must be issued for trophies and challenges for which no replica has been provided.

## **40 OFFICIALS**

### **40.1 DIRECTION AND CONTROL OF MEETINGS**

The direction and control of meetings, as well as the disciplinary procedure, are the responsibility of the Officials (see 40.2.1. below).

#### **40.1.1 Officials**

The officials in charge of different functions at an event are as follows:

- FIM Chief Steward and Stewards
- Jury President and Members
- Referee
- Race Director
- Members of the Race Direction
- Safety Officer
- Clerk of the Course
- Technical Director
- Medical Director
- FMN Delegate/Sporting Steward
- FIM Technical Steward
- Environmental Steward
- Chief Medical Officer (CMO)
- Starter
- Timekeeper



- FIM Representatives
- FIM Delegates (Medical, Technical, Environment...)
- Secretary to the Jury
- Officials and marshals in charge of safety and running of the event

The FIM maintains an up to date file of its Officials.

#### **40.1.2 Qualification of Officials**

The FIM and the FMNs shall nominate candidates whose aptitude and integrity for the position can be fully justified. Official FIM approval is given only after the candidates have proved to be competent according to the special requirements for each discipline. The respective Commissions and Panels organise seminars which are compulsory for certain Officials.

An Official may not be a rider, passenger, team member, assistant, manufacturer's representative or sponsor participating in the meeting.

#### **40.1.3 Officials who hold a FIM Licence**

When on duty at FIM World Championships or Prize Events, any official must be a holder of the appropriate FIM international official's Licence which must be valid for the current year.

For the Officials appointed by the FMNR for International Meetings, the FIM Licence is not compulsory, unless provided for in the corresponding Appendix.

### **40.2 APPOINTMENT OF OFFICIALS**

#### **40.2.1 Officials for FIM World Championships and Prize Events with or without a FIM promoter**

The Officials for FIM World Championships and Prize Events are appointed by the respective FIM Commissions, Panels and, if necessary, the relevant bodies established by the contract (see 30.4.2.1) between the FIM and its promoter or the FMNR in accordance with the respective Appendices and Regulations.

#### **40.2.2 Officials for CONU Continental Championships**

The Officials of a CONU Continental Championship are appointed by the CONU in accordance with the CONU Regulations.

### **40.2.3 Officials for Classic Events**

The Officials are appointed by the FMNR in accordance with its Regulations.

### **40.2.4 Officials for International Meetings**

The Officials are appointed by the FMNR in accordance with its Regulations.

### **40.2.5 Officials for Continental Meetings**

The Officials are appointed by the FMNR in accordance with its Regulations and/or by the corresponding CONU.

### **40.2.6 Officials for National Meetings**

The Officials are appointed by the FMNR in accordance with its Regulations.

## **40.3 FIM DELEGATE/FIM REPRESENTATIVE**

In addition to the aforementioned officials, the Board of Directors may appoint Delegates or Representatives for representation or supervision purposes.

## **40.4 TERMS OF REFERENCE OF OFFICIALS**

The terms of reference of the Officials and/or bodies are defined in the respective Appendices and Regulations.

## **50 INTERNATIONAL JURY AND FIM STEWARDS**

### **50.1 THE INTERNATIONAL JURY (JI)**

#### **50.1.1 Composition**

The International Jury (JI) consists of a President and at least two Jury Members, including a member appointed by the FMNR. If necessary, the Board of Directors may depart from this composition and determine another one. Only the President and two Jury Members have voting rights.

If possible, the International Jury will also include a Medical Delegate and a Technical Delegate, without voting rights.

The following persons are entitled to attend the meetings of the International Jury but without voting rights:

- The Clerk of the Course.
- The Members of the Board of Directors, the Directors of the Commissions, the FIM Chief Executive Officer and the administrative staff of the sporting Commission concerned.
- The Environmental Steward
- The FIM Environmental Delegate

### **50.1.2 Appointments**

For FIM World Championships and Prize Events with or without a FIM promoter, the International Jury and/or the Chief Steward and the FIM Steward and/or the FIM Referee are proposed by the Commission concerned and appointed by the Executive Director, Sports.

The FIM Delegates (Environmental, Medical, Technical,...) are proposed by the Commission concerned and appointed by the corresponding Executive Director.

For International Meetings, the President and the members are appointed by the FMNR.

For Continental Meetings, the President and the members are appointed by the relevant CONU.

### **50.1.3 Terms of reference of the International Jury**

The International Jury exercises supreme control during the meeting in respect of the application of the FIM rules as well as the adjudication of penalties except when otherwise provided for in the Regulations.

The International Jury is the only tribunal of the meeting competent to adjudicate upon any protest that may arise during a meeting.

The International Jury must settle any dispute and impose penalties according to the provisions laid down in the Disciplinary and Arbitration Code.

The International Jury is entitled either on its own initiative or on request of the organiser or the Race Director or Clerk of the Course, to delay the start of a meeting, to have the circuit, track or venue improved, to stop or cancel the meeting for reasons of safety or “force majeure”.

## **50.2 THE FIM STEWARDS**

### **50.2.1 Composition and appointment**

The Regulations of a World Championship in partnership with a contractual FIM promoter may appoint one or three FIM Stewards for each event. In the case where three Stewards are appointed, then they shall be supervised by the Chief Steward who will chair the meetings.

### **50.2.2 Quorum and majority**

If three Stewards have been appointed, the quorum for a meeting is two persons. Decisions are taken on a simple majority. In the case of a tie, the Chairman will exercise a casting vote.

### **50.2.3 Terms of reference of the FIM Steward(s)**

The FIM Steward(s) is (are) responsible for:

- Ensuring that the meeting is conducted according to the relevant FIM World Championships Regulations.
- Hearing and adjudicating (declaring inadmissible, rejecting or allowing the appeal with possible modification of the decision taken by the Race Direction) on any appeal against a decision of the Race Direction, pursuant to the Regulations applicable.

## **60 PARTICIPANTS**

Participants are persons or corporate entities other than Officials, but holders of the appropriate FIM Licence who are participating in a meeting in any capacity whatsoever. The Officials are appointed by the FIM, the FMNR, the CONU or the Permanent Bureau and their terms of reference are laid down in the relevant Appendices and Regulations.

### **60.1 NATIONAL TEAMS**

National teams are nominated exclusively by their respective FMNs. An organiser is not entitled to designate national teams.

**Riders** of national teams must be holders of the passport of the country which they represent.

## **60.2 PARTICIPANTS IN A MEETING**

Participants in a meeting are FIM Licence holders defined hereafter:

- The rider is a person driving a vehicle in a discipline controlled by the FIM.
- The passenger is the person accompanying the rider during a meeting for sidecars or three wheelers.
- The team is a corporate entity composed of several riders who, alternately, ride the same motorcycle during a meeting.
- The manufacturer is a person or corporate entity producing a motorcycle used during a meeting.
- The Trial Assistant is the person assisting a rider according to the relevant Appendices and Regulations.

## **60.3 ACCEPTANCE OF RESULTS AND PUBLICATION**

All participants taking part in a meeting are bound to accept the official results as well as the decisions of the FIM and have no right, subject to the exhaustion of any remedies provided for, to object to their publication.

## **60.4 AGE OF RIDERS AND PASSENGERS**

The sporting Commission and/or relevant bodies are competent to determine the minimum age for each and every discipline and category of meetings after having previously consulted the International Medical Commission. Under no circumstances, the minimum age of a rider competing in a meeting governed by FIM regulations shall be under 10 years.

The minimum ages are laid down in the Appendices, Regulations and the FIM Medical Code.

The minimum age for each and every discipline and category of meetings start on the rider's minimum age birthday.

The CONUs may establish different minimum ages for their Continental Meetings and Continental Championships.

For applicants aged over 50 years, refer to the relevant provision in the Appendices, Regulations and FIM Medical Code.

## **60.5 LIABILITY AND ACKNOWLEDGMENT OF RISKS**

The participant in an official meeting exonerates the FIM, the FMNR, the CONUs, the FIM promoters, the organisers and the officials, their employees and officers and agents from any and all liability for any loss, damage or injury which he may incur in the course of an official meeting or the training thereof, except under the provisions in Article 110.3 thereafter.

Furthermore, the participant undertakes to indemnify and hold harmless the FIM, the FMNR, the CONUs, the FIM promoters, the organisers and officials, the employees, officers and agents, from and against any and all liability to third parties for any loss, damage or injury for which he is jointly and severally liable.

The Participant acknowledges and agrees that he takes part in an official meeting at his own risk and assumes full responsibility for any and all damages, loss or injury caused to a third party and/or to himself by him or by his motorcycle arising from his participation in an official meeting.

## **60.6 ADVERTISING ON RIDERS AND MACHINES**

During the meetings held under the authority of the FIM, advertising on riders and machines is permitted.

Advertising is authorised on the helmet so long as the advertising does not alter the technical characteristics of the helmet. In meetings for national teams, the advertising must not encroach on the national colours defined by the FIM.

Furthermore, the rider, passenger, team, sponsor or manufacturer undertakes that all commercial advertising made on their behalf regarding a meeting is true, exact and not ambiguous.

For FIM World Championships and Prize Events organised in partnership with a contractual FIM Promoter, the respective Regulations apply.

## **60.7 WORLD CHAMPIONS AWARDS CEREMONY**

A rider (or passenger) having won a World Championship title, in any class or discipline, must be present, at the FIM's expense, at the prize-giving ceremony organised each year by the FIM. A rider (or passenger) who does not attend the ceremony will be subject to a fine of CHF 10'000.- minimum and of CHF 100'000.- maximum.

## **70 FIM LICENCES**

### **70.1 ISSUING AND WITHDRAWAL**

The granting of a FIM Licence may not be refused if the candidate fulfils the criteria of attribution established in the relevant regulations.

All FIM Licences are supplied by the Administration and issued by the FMN of the applicant, except where otherwise provided for in Article 7.2 of the Financial Regulations.

The FIM or an FMN may:

- refuse to issue a FIM Licence for justifiable reasons. Any denial must be notified in writing and state brief reasons.
- withdraw a FIM Licence following the pronouncement by the FIM of a final disciplinary sanction.

The fact of taking part in meetings which are not authorised by the FIM or its FMNs cannot justify a withdrawal of a licence.

During a meeting, the holders of FIM Licences may be required to present their licences to the FIM Chief Steward or the Jury President.

### **70.2 FIM LICENCE FOR PARTICIPANTS**

The FIM Licence is the document necessary for any individual or corporate entity wishing to participate in any capacity in the meetings organised under the authority of the FIM and/or the CONUs.

The holder of a FIM Licence commits himself to respect the FIM regulations, as well as those of the FMN issuing the licence, and to accept the penalties applicable in case of infringement of these regulations.

#### **70.2.1 FIM Licence for riders, passengers and teams**

<sup>1</sup> The FIM rider's Licence is the document which allows riders to participate in meetings organised under the authority of the FIM and/or the CONUs.

<sup>2</sup> The rider's Licence for FIM World Championships and Prize Events and for Continental Championships is established in accordance with the relevant Appendices and/or Regulations of the competition concerned.

<sup>3</sup> The FIM passenger's Licence is valid only for participation as a passenger.

- <sup>4</sup> Apart from the licences for Continental Championships, the CONUs are responsible for the issuing of the CONU licences respecting the system of validity of riders' licences published annually in the FIM Yearbook and Website.
- <sup>5</sup> The FMNs are responsible for the issuing of the licences valid for International and National Meetings respecting the system of validity of riders' licences published annually in the FIM Yearbook and Website. To be valid, international licences must be ordered by the FMNs solely through the FIM Extranet application.
- <sup>6</sup> Before issuing a FIM Licence valid for FIM Championships, Prize Events, Continental Championships or International Meetings, the FIM or FMN must establish the identity, the nationality and/or the permanent residence of the applicant, his age, his state of health and his aptitude to participate in the meetings for which the licence is requested. Furthermore, the FIM or the FMN must ensure that the applicant is not suspended or disqualified by the FIM or the FMN for regulatory or disciplinary reasons.
- <sup>7</sup> A FIM Licence may be issued to a foreign rider, after the FMN to whom the application is made has obtained the approval (release) of the FMN of the country of which he is a national or in which the applicant is a permanent resident. This FMN has the possibility to impose upon the applicant the subscription of a national rider's Licence before issuing the release for the FIM Licence valid for FIM Championships, Prize Events or International Meetings. Such approval will be given only once for the period of validity of the licence. In case of dispute, the matter shall finally be resolved by the FIM (Administration). Requests for any additional international licence for the same period to another FMN are prohibited.
- <sup>8</sup> Nevertheless, should a rider be invited by the FMN of a country from which he possesses a passport to join during that same year the national team of that FMN, this rider is entitled to participate with his current valid licence for the discipline and/or championship concerned.
- <sup>9</sup> A rider with two nationalities may join only one national team in a year.
- <sup>10</sup> In the case of meetings in which part of the meeting takes place on public roads, the rider must be in possession of a valid driving licence for motorcycles - if this is a legal requirement of the country in which the meeting takes place - together with a valid FIM rider's Licence.



### **70.2.2 FIM Licence for Trial assistants**

The Trial assistant's Licence is valid only for participation as a registered assistant pursuant to the relevant Appendices and Regulations.

### **70.2.3 FIM Licence for manufacturers**

The FIM issues three types of international manufacturers' licence:

Blue licence: Reserved for manufacturers producing more than 5'000 motorcycles .

Green licence: Reserved for manufacturers producing more than 500 and less than 5'000 motorcycles per year.

Red licence: Reserved for manufacturers producing less than 500 motorcycles and/or frames per year.

The FIM manufacturers' Licences, are compulsory in order to allow the holders to participate each year in the Manufacturers' Championships; to have their trade mark represented in the official results; to enter riders under the name of their trade mark in meetings recognised by the FIM as well as to advertise the participation of their trade mark in motorcycle meetings. It also allows manufacturers/constructors to homologate their motorcycles, in conformity with the FIM Regulations and/or Technical Rules.

Applications for FIM manufacturers' Licences must be submitted to the Administration before 31 March of the current year.

### **70.2.4 FIM Sporting Team Licence per discipline**

The FIM issues an international sporting Team Licence per discipline which entitles teams to enter riders under their name at FIM World Championships and Prize Events.

The FIM sporting Team Licence per discipline is established in accordance with the relevant Appendices and Regulations of the discipline in which it takes part.

The Team Licence entitles a team to enter its riders under its teams' name and to have its team's mentioned in the official results without prejudice to the regulations of FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter.

### **70.2.5 FIM Licence for tyre manufacturers**

The FIM issues three types of international tyre manufacturer's licence:

Type A: For all disciplines and Championships/Cups

Type B: For all the CMS, CEN, CRT, CTR and CCP disciplines and Championships/Cups

Type C: Only for the CTR and CCP disciplines and Championships/Cups

A tyre manufacturer must hold an FIM tyre manufacturer's licence in order to have its trade mark represented in the official results as well as to advertise the participation of its trade mark in motorcycle meetings. A tyre manufacturer's licence also allows a manufacturer to have its tyres homologated in conformity with the FIM Regulations and/or Technical Rules.

Applications for an FIM tyre manufacturer's licence must be submitted to the Administration before 31 March of the current year.

### **70.3 FIM OFFICIAL'S LICENCE**

The FIM issues an Official's licence to every Official duly nominated by his own FMN or by the relevant Sporting Commission having successfully attended a relevant seminar or, when a seminar is not required, to every qualified Official duly nominated by his own FMN. The validity of the licence is indicated on the licence itself.

The Official's licence holder may use the licence only if he has been duly appointed as an Official for the meeting concerned.

### **70.4 FIM PRESS CARD**

The FIM issues FIM Press Cards to recognised journalists and photographers of the motorcycle sports media.

The authorities of any meeting organised under FIM jurisdiction are requested to extend to the holder of the FIM Press Card any facilities enabling him to carry out his professional duties. The holder of the FIM Press Card agrees to abide by the rules, conditions and limitations imposed by the organisers to ensure the proper and safe conduct of the meeting.

The Press Card is issued to the holder at his own risk and he assumes full responsibility for it. This card is not transferable and improper use will result in its immediate withdrawal and cancellation.

## **100 SUPPLEMENTARY REGULATIONS, OTHER DOCUMENTATION AND SUNDRY ORGANISATIONAL MATTERS**

### **100.1 NATIONAL CODE AND APPOINTMENT OF OFFICIALS**

The FMNR Sporting Code must be drawn up in accordance with this Sporting Code. Each FMN is responsible for the appointment of any Committee, National Commission or of any other body as well as the necessary officials for the organisation of meetings within its territory.

### **100.2 LEGAL AUTHORISATIONS**

No meeting may be organised before all the necessary legal authorisations have been obtained by the organiser.

### **100.3 SUPPLEMENTARY REGULATIONS (SR)**

The Supplementary Regulations (SR) include all additional information and details relative to a particular meeting which are not stated in the FIM Codes, Appendices and Regulations.

The SR must in no case be in contradiction with the FIM Sporting Code, its Appendices and Regulations and are to be drawn up in conformity with the standard model laid down in the corresponding Appendices and Regulations.

### **100.4 OFFICIAL PROGRAMME**

The programme, as well as all other announcements useful to spectators, should, in particular, include the following information:

- List of riders, passengers, name of the riders' official sponsor, FMN issuing the licence, name of the country issuing the passport for each race or heat.
- List of manufacturers of motorcycles for each race or heat.
- Time schedule of the meeting.
- The names of the representatives of the Race Direction and/or the Clerk of the Course and the Officials in charge of the safety and running of the event.
- The names of the FIM Chief Steward and the Stewards, or the President and Members of the International Jury.
- Provisions for the respect of the Environmental and Safety rules for the public.

## **100.5 DRAWING UP OF THE OFFICIAL DOCUMENTS**

Official documents relating to a meeting under the auspices of the FIM (SR, programme, entry form, etc.), must state that it is “organised in accordance with the FIM Sporting Code, Appendices and Regulations”. It must bear the official logo of the FIM and the meeting’s registration number (IMN).

## **100.6 PRELIMINARY VERIFICATIONS**

Before the start of official practice, verifications of administrative, medical and technical matters are carried out pursuant to the relevant Appendices and Regulations.

During a meeting the rider or the Team is responsible for their machine to be in conformity with the rules.

## **100.7 SAFETY**

Safety during a meeting (for participants, spectators and officials) must be a priority for the organiser.

## **100.8 FIRST AID**

Medical and First Aid facilities required for a meeting are laid down in the Medical and Anti-Doping Codes and the relevant Appendices and Regulations.

## **100.9 FIRE PRECAUTIONS**

Adequate precautions must be taken to eliminate the risk of fire in the pits, closed parks, paddock, refuelling area and all other risk areas.

## **100.10 ENVIRONMENT**

The rules and recommendations relative to the measures to be taken in order to protect the environment during an event are stipulated in the FIM Environmental Code.

## **110 INSURANCES**

### **110.1 THIRD PARTY LIABILITY INSURANCE**

#### **110.1.1 Third Party Liability Insurance for FIM World Championships and Prize Events without an FIM promoter**

The organiser of a FIM Championship or Prize Event must provide the FIM Administration, not later than 20 days prior to the event, with a copy of the insurance policy written in English or French to cover his own liability and that of all participants, the manufacturers, riders, passengers, sponsors and officials in case of damage to third parties and among themselves (cross-liabilities) during the meeting or during the practices. The insurance policy shall also cover any possible liability of the FIM to third parties.

The minimum amount of coverage, which shall not be less than the minimum standards provided for by the national laws of the country in which the relevant event is taking place, is defined regularly by the Board of Directors and published in the FIM Yearbook.

The third party liability insurance will come into effect two days before the official practice session and will terminate two days after the last race day.

#### **110.1.2 Third Party Liability Insurance for FIM World Championships or Prize Events organised in partnership with a contractual FIM promoter**

The contractual FIM promoter shall obtain insurance for third party liability for each meeting corresponding to the relevant contract to cover his own liability and that of all participants, the manufacturers, riders, passengers, sponsors and officials in case of damage to third parties or among themselves (cross-liabilities) during a meeting or during the practices. The insurance policy shall also cover any possible liability of the FIM and the organiser to third parties. A copy of the policy written in English or French shall be made available to the organiser and to the FIM Administration not later than 20 days prior to the event.

## **110.2 ACCIDENT INSURANCE FOR RIDERS, PASSENGERS, TRIAL ASSISTANTS AND TEAMS**

In granting a start permission or by issuing a FIM Licence to riders, passengers, Trial assistants or teams, an FMN or any entity allowed to do so by the FIM, must certify that the riders are insured for personal accidents covering death, permanent disability, medical treatment and repatriation. The minimum compulsory benefits to be covered by this insurance must be equivalent to the benefits in EUR as published in the FIM Yearbook. The insurance must be valid for all competitions and official practices.

The organiser of a Cross-Country rally event counting towards a FIM World Championship or Prize Event as well as an International Meeting must take out, at his cost, compulsory repatriation insurance for all riders entered in his event. (For specifications of this insurance policy please refer to the FIM Yearbook.)

FMNs may apply special additional conditions to their own FIM Licence holders concerning the benefits to be applied if the FIM minimum levels are not adequate according to their standards.

However, the conditions of insurance of a FMN may be applied to its own riders, passengers, Trial assistants or teams participating in separate races during FIM World Championships, Prize Events or International Meetings taking place on its own territory.

## **110.3 LIABILITY FOR MATERIAL DAMAGES**

Neither the FIM, the contractual FIM promoter, the FMNR, nor the Organiser may be held responsible for any damage sustained by a racing or reserve motorcycle taking part in an official meeting or by its accessories or other equipment during the meeting or the practices, howsoever caused, either by fire, accident, theft, deterioration or by any other means.

The organiser is, however, responsible for the motorcycles which are placed under his exclusive custody and control in a parc fermé. He is therefore bound to insure all motorcycles in this parc fermé for their value (depending on the type of motorcycle), against theft, loss or damage during this period.

## **120 ENTRIES AND ACCEPTANCES FOR FIM MEETINGS**

All provisions concerning acceptances, cancellations and refusals of entries, non-participation in a meeting and reimbursement of fees are stated in the relevant Appendices and Regulations.

## **130 BEGINNING AND RUNNING OF A MEETING**

### **130.1 BEGINNING OF THE MEETING**

A meeting starts with the first technical control and verification.

### **130.2 RULES DURING THE MEETING**

All rules and provisions to be applied during a meeting are laid down in the corresponding Appendices and Regulations.

## **140 AFTER THE MEETING**

### **140.1 FINAL CONTROL**

Any rider or motorcycle having participated in a meeting may be examined.

Any infringement to the regulations regarding the conformity of the motorcycles including fuel and coolants may be sanctioned according to the relevant Codes, Appendices and Regulations.

### **140.2 MODIFICATION OF THE CLASSIFICATION**

If a penalty has been imposed, the classification must be modified accordingly.

### **140.3 LOSS OF THE RIGHT TO AN AWARD**

Any rider disqualified from the classification forfeits his right to any award in that meeting, subject to his right of appeal.

### **140.4 PAYMENT OF TRAVEL EXPENSES AND PRIZE MONEY**

Payment of any travel expenses and prize money - if any - will be made according to the relevant Appendices, Regulations and/or the Supplementary Regulations.

## **140.5 END OF A MEETING**

A meeting is not considered to be finished until the time-limits for protests and appeals have elapsed and all protests and appeals have been settled.

If an appeal is lodged, the results cannot be considered as definitive until a final decision has been taken.

The riders placed first, second and third will be asked to attend the official prize-giving ceremony, if any.

The race control must remain operative with all equipment in place until the end of the period for lodging a protest. All officials and marshals must remain at the circuit and be available to the International Jury, the Race Direction and FIM Stewards.

## **140.6 RESULTS OF FIM WORLD CHAMPIONSHIPS AND PRIZES**

All provisions concerning the transmission without delay of the final results of the FIM World Championships and Prize Events to the Administration are stated in the relevant Appendices and Regulations.



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# **Disciplinary and Arbitration Code**

**EDITION 2019**

update 19 January 2019

Any references to the male gender in this document are made solely for the purpose of simplicity, and refer also to the female gender except when the context requires otherwise.

## 2019 DISCIPLINARY AND ARBITRATION CODE

NB: For all disciplinary provisions relative to the Road Racing World Championship Grand Prix, Superbike, Supersport World Championships and Superstock FIM Cup as well as the Motocross and Supercross World Championships, please refer to the respective Regulations.

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## 2019 DISCIPLINARY AND ARBITRATION CODE

### 1. PRINCIPLES

The duties, powers and responsibilities of the bodies and delegates of the FIM are set out in the FIM Statutes and By-Laws.

Similarly, the obligations incumbent upon the participants, officials and organisers of sporting and touring events are set out in the FIM Sporting Code and the Code for Touristic Gatherings or in any other rules and regulations which are or may be introduced and published by the FIM.

Proven violation or non-observance of these obligations will be subject to the penalties laid down in this Disciplinary and Arbitration Code.

### 2. PENALTIES

The penalties are:

- warnings
- fines
- time and/or point penalties
- drop of position(s)
- disqualification
- withdrawal of Championship points
- suspension
- exclusion

#### 2.1 Definition and application of penalties

- **warning:** can be made privately or publicly
- **fine:** cash penalty up to CHF 100'000.-
- **time and/or point penalty or suppression of time:** the imposition of time or points affecting the driver's actual result or suppression of time
- **drop of position(s):** The rider must drop back the number of positions indicated.

- **disqualification:** entails automatically and independently of any other penalty, the invalidation of the results obtained in a meeting, event, practice, race or ranking
- **withdrawal of Championship points:** entails the loss of FIM Championship points
- **suspension:** entails the loss of all the rights granted to FIM members or licence holders, or prohibition from taking part in any of the activities under FIM control for a specified period of time. The application of this penalty may be conditionally deferred for a period of up to a maximum of two years
- **Exclusion:** entails the final and complete loss of all rights of participation in any activity under FIM control.

## 2.2 Specific penalties

Specific penalties for certain offences are provided for in the Sporting Code, the Medical Code, the Anti-Doping Code, the Environmental Code, the Appendices, Regulations and/or Supplementary Regulations.

## 2.3 Plurality of penalties

Any offender may have several penalties pronounced against him according to the circumstances.

Certain penalties entail suspension of the licence delivered by the FIM until the penalty inflicted has been fulfilled.

## 3. THE FIM DISCIPLINARY AND ARBITRATION BODIES

The disciplinary and arbitration bodies of the FIM qualified to deal with disciplinary and arbitration matters, are:

- The International Jury or the Race Direction or the Referee;
- The FMNR (only for International Meetings other than Championships and Prize Events);

- The International Disciplinary Court (CDI);
- The International Tribunal of Appeal (TIA);
- The Arbitration and Advisory Tribunal (TAC).

### **3.1 THE INTERNATIONAL JURY, THE RACE DIRECTION OR THE REFEREE**

#### **3.1.1 Constitution**

The International Jury is constituted in accordance with the requirements laid down in Chapter 50 of the FIM Sporting Code.

The Race Direction is constituted in accordance with regulations of the relevant sporting discipline.

The Referee is the person appointed to exercise supreme control of the meeting in certain sporting disciplines or meetings, where no International Jury or Race Direction is provided for.

#### **3.1.2 Competence**

The International Jury, the Race Direction or the Referee has the authority to penalise automatically (ex officio) or on request of an official:

- any voluntary or involuntary action or act infringed by a person or FIM licence holder(s) during a meeting, contrary to the current regulations or instructions given by an official of the meeting;
- any corrupt or fraudulent act, or any action prejudicial to the interests of the meetings or of the sport, carried out by a person or FIM licence holder(s) during a meeting.

The International Jury, the Race Direction or the Referee is competent to adjudicate upon a protest lodged during a meeting.

### **3.1.3 Penalties that may be pronounced by the International Jury, the Race Direction or the Referee**

The following penalties may be pronounced by the International Jury, the Race Direction or the Referee without prejudice to Articles 2.2 and 2.3:

- a warning;
- a time and/or point penalty;
- a drop of position(s);
- the ride through procedure or stop and go procedure;
- a fine, subject to a maximum of EUR 3000.-;
- a disqualification;
- a suspension for a period not exceeding 30 days starting from the date of the offence;
- the loss of rights to participate in the Championship, which may be applied to one or more events.

Furthermore, the International Jury, the Race Direction or the Referee can refer the case to the International Disciplinary Court in order to impose a higher penalty than neither the International Jury, the Race Direction nor the Referee is empowered to do.

## **3.2 THE INTERNATIONAL COMMISSION OF JUDGES (CJI)**

The International Commission of Judges (CJI) is composed of qualified persons from which the members of the International Disciplinary Court (CDI), the International Tribunal of Appeal (TIA) or the Arbitration and Advisory Tribunal (TAC) are nominated.

### **3.2.1 Constitution**

The International Commission of Judges shall consist of members put forward by FMNs. The procedure and conditions applicable to the appointments of CJI members are set out in the FIM By-Laws. The appointments shall be confirmed by the General Assembly for 4-year periods pursuant to Article 12.1.7.q) of the Statutes.



### **3.2.2 Qualifications**

In order to qualify for appointment to the International Commission of Judges, a candidate must be in possession of a diploma in Law studies of University level. He must be able to express himself in at least one of the official languages of the FIM. He cannot however be an officer or a licence holder of the FIM.

### **3.2.3 Director and members**

The CJI Director is appointed by the Board of Directors and confirmed by the General Assembly for a 4 year period. The CJI Director shall be responsible for the appointment of the President and of the members to form the CDI, TIA and TAC.

### **3.2.4 Withdrawal of mandate**

Any member who does not attend two consecutive meetings of the CJI shall immediately and irrevocably forfeit his mandate, unless the Board of Directors (BD) accepts the reason for such absence.

### **3.2.5 Procedures**

The Director, after having established that the procedures have been followed and/or that the case can be heard, will, in consultation with the Chief Executive Officer, appoint members to form the appropriate disciplinary or arbitration body. No member of the CDI who previously dealt with the case in question may be appointed to the TIA. The names of the members appointed must be communicated to all interested parties in the case, who have the right to make a duly documented objection to the composition of the Court, either in total or in part, within three days of receiving the information. If the Director considers that a reasonable objection is made, s/he must appoint the necessary replacement(s).

## **3.2 - A THE FIM AS A PARTY IN THE LEGAL PROCEEDINGS**

### **3.2 - A 1 Function**

In all proceedings before the CDI or the TIA, the FIM is entitled to assert its interests or to explain its position by means of a prosecution address.

### **3.2 - A 2      Appointment**

The Executive Board shall appoint in each case, the person who will represent the FIM.

### **3.2 - A 3      Procedure**

The intervention of the FIM is optional and is left to the discretion of the Executive Board.

According to this Code, the FIM enjoys the same rights and obligations as the other parties.

The FIM may be present in person at a hearing or may present its claims in writing.

## **3.3              THE INTERNATIONAL DISCIPLINARY COURT (CDI)**

### **3.3.1           Composition**

For each case, the CDI is made up of 1 or 3 members appointed by the Director of the International Commission of Judges (according to Article 3.2.3).

The Court may request the opinion of an expert or examine a witness whom it considers useful.

### **3.3.2           Competence**

The CDI will hear any appeals against decisions taken by an International Jury, the Race Direction or the Referee.

The CDI adjudicates in first instance upon request of the International Jury, the Race Direction or the Referee or competent bodies.

After a meeting, the President of the FIM, the Executive Board or the Board of Directors may, within 5 days, refer to the CDI all matters of violation or infringement to the FIM regulations, pursuant to Article 3.3.2, last paragraph.

Violation or non-observance of FIM rules and regulations are referred in first instance to the CDI by the more diligent party.

### **3.4 THE INTERNATIONAL TRIBUNAL OF APPEAL (TIA)**

#### **3.4.1 Composition**

For each case, the TIA is made up of 3 members appointed by the Director of the International Commission of Judges (according to Article 3.2.5).

#### **3.4.2 Competence**

The TIA is the highest internal jurisdiction of final appeal against any decisions taken by the CDI.

### **3.5 THE ARBITRATION AND ADVISORY TRIBUNAL (TAC)**

#### **3.5.1 Composition**

The TAC shall be constituted of one (1) or three (3) arbitrators appointed by the Director of the International Commission of Judges (according to Art. 3.2.3).

#### **3.5.2 Competence**

In case of dispute between FMNs or between FMNs and bodies of the FIM, one of the parties can refer the matter to the TAC for arbitration.

The TAC as an arbitration tribunal pronounces a final decision.

Any FMN or FIM body can ask the TAC for advice on any legal matter related to the FIM rules.

The body or the FMN shall clearly specify, at the time of the submission of a case to the tribunal, whether it is referring a matter to the TAC as an arbitration or as an advisory body.

The costs for arbitration or advice will be determined by the Administration and shall be borne by the person concerned. As an exception to this rule, the TAC may decide that the costs shall be borne by the FIM.

## **4. PROTESTS AND APPEALS**

### **4.1 Right of protest**

Any person - rider, passenger, team, sponsor, manufacturer, official etc. - being the holder of a FIM licence and directly affected by a decision taken during a meeting under the authority of the FIM or following dangerous, unfair or fraudulent behaviour, riding or act, has the right to protest against such a decision, behaviour, riding or act.



In principle, a protest against the eligibility of a rider, passenger, team or a motorcycle entered, must be made before the start of the official practice.

No protest can be lodged against a statement of fact pronounced by the Clerk of the Course, the Referee or the Start or Finish Marshal or any other executive official during the race or the timed practices. Statements of fact depend exclusively from a factual observation without any possible adjustment of the sanction which is statutorily and precisely stated in the relevant Appendices and Regulations.

## **4.2 Procedure and time limit for protests**

All protests must be submitted and signed only by the person directly concerned. Each protest must refer to a single subject only and must be presented within 1/2 hour at the latest of the publication of the results, unless otherwise provided in the Appendices of the Sporting Code. During a meeting, protests must be submitted according to the provisions of the Supplementary Regulations and handed to an official in charge (Clerk of the Course or Referee, Secretary of the meeting) together with the security deposit as published by the FIM, i.e:

Security deposit for protest to the International Jury, the Race Direction or the Referee:

- |  |           |
|--|-----------|
| - in Circuit Racing World Championship Grand Prix                      | EUR 660.- |
| - in FIM Circuit Racing Championships and Prize Events                 | EUR 660.- |
| - in FIM Motocross Championships and Prize Events                      | EUR 660.- |
| - in FIM Cross-Country Rallies and Bajas Championship and Prize Events | EUR 660.- |
| - in FIM Trial and Enduro Championships and Prize Events               | EUR 660.- |
| - in FIM Track Racing FIM Championships and Prize Events               | EUR 660.- |

### **4.3 Hearing of a protest**

After a hearing, the International Jury, the Race Direction or the Referee must make a decision on any protest presented during a meeting. The protest has to be judged according to the provisions of the Sporting Code and its Appendices and the Supplementary Regulations of the meeting.

### **4.4 Effect of the decision of the International Jury, the Race Direction or the Referee**

The decisions of the International Jury, the Race Direction or the Referee on the determination of penalties are immediately enforceable.

### **4.5 Right of Appeal**

The provisions concerning appeals against FIM disciplinary decisions incurring one of the penalties stated in Art. 2, are as follows:

- Against the decisions of the International Jury, the Race Direction or the Referee in meetings counting towards the FIM Championships or Prize Events to the CDI;
- An appeal may be lodged to the TIA against a decision of the CDI;
- An appeal may be lodged to the CAS against a decision of the TIA/TAC.

### **4.6 Time limits for the lodging of an appeal**

The time limit for filing a notice of appeal is:

- |  |          |
|--|----------|
| - Against a decision of the International Jury, the Race Direction or the Referee (before the CDI) | - 5 days |
| - Against a decision of the CDI  | - 5 days |
| - Notice of appeal before the Court of Arbitration for Sport (CAS)                                 | - 5 days |

The time limits shall be taken from the date of receipt of the decision by the appellant.

## **4.7 Lodging of an appeal**

To be admissible, the notice of appeal must be sent by registered letter or special courier to the Administration and postmarked within the deadlines specified in Article 4.6.

The correct security deposit for appeal must be paid in to the Administration within the deadlines specified in Article 4.6.

Within 10 days following the notice of appeal the appellant assigns to the Administration a brief of appeal stating the facts.

If the CDI/TIA appeal was not lodged and/or the security deposit for appeal not paid in within the deadlines specified in Article 4.6, the CJI Director is entitled to declare inadmissible the appeal without hearing.

### **4.7.1 Security deposit for appeals**

The amount of the security deposit, payable when lodging an appeal, will be determined from time to time by the General Assembly upon the proposal of the Board of Directors.

The current amount is:

- Security deposit for an appeal before the CDI or TIA EUR 1320.-

### **4.7.2 Security deposit payable upon an adjournment**

If an adjournment to call further witnesses is ordered upon the request of one of the parties involved, this party must provide an additional financial guarantee within a time-limit to be fixed by the disciplinary body. The hearing will not be continued until this guarantee has been paid. In case of no provision of the guarantee within the time-limit, the disciplinary body will make a determination on the appeal based on the evidence of the original witnesses.

#### **4.7.3 Time limits to be observed for appeal hearings**

- The CDI and the TIA must be convened to examine an appeal not later than six weeks after the date on which the brief of appeal is received.
- The CDI and the TIA must in all cases pronounce a decision.

#### **4.8 Effect of an appeal**

On request of the appellant the CDI may decide a stay of provisional execution adjudicated by the International Jury, the Race Direction or the Referee by injunction or in its decision.

On request of the appellant the TIA may decide a stay of provisional execution adjudicated by the CDI by injunction or in its decision.

### **5. PROCEDURE BEFORE ALL THE DISCIPLINARY AND ARBITRATION BODIES**

#### **5.1 Right to a hearing**

Any person or body punished pursuant to the Statutes, Codes or Rules of the FIM has the inalienable right to defend himself, either in person or by proxy.

Any party convened before a disciplinary or arbitration body has the right to be represented by one defence counsel of its own choice and at its own expense. Adequate notice of this intention must be given to the FIM in order that this may also be notified to all other parties in the case. Failure to do so may result in the disciplinary or arbitration body upholding an objection to such representation.

If any of the parties duly convened do not appear, judgement can be rendered by default.

The disciplinary or arbitration bodies may propose that the hearing take place by means of a telephone conference call, or through any other means of communication, using a telephone or electronic device. Such a method of conducting a hearing shall only take place with the consent of all parties involved.

## **5.2 The hearing**

The hearing shall be public unless the disciplinary or arbitration body decides otherwise in exceptional cases.

The hearing shall be conducted in one of the official languages of the FIM. Should one of the parties wish to use another language, it shall provide the necessary interpreters at its own cost.

The appellant must be present or duly represented, failing which, the appeal will not be admissible and the costs shall be borne by the appellant.

Once the President has opened the proceedings, he will invite the parties involved to state their respective cases without the witnesses being present.

After statements of the parties concerned, the disciplinary or arbitration body shall hear the various witnesses and experts in order to complete the evidence. The parties involved in the case shall have the right to question all witnesses and experts on their evidence.

Any member of the disciplinary or arbitration body may, at any time during the hearing and with the President's approval, question any parties, witnesses and experts involved.

## **5.3 Witnesses and experts**

Each party is responsible for the convening and appearance of its own witnesses, as well as their expenses unless decided otherwise by the Court.

The disciplinary or arbitration body has no authority to oblige the witnesses to swear on oath; therefore, testimony shall be given freely. The witnesses may only testify to the facts they know and shall not be allowed to express an opinion, unless the disciplinary or arbitration body should regard them as experts on a particular subject and should ask them to do so.

After having made their statements, the witnesses may not leave the Courtroom and shall not be allowed to speak to any other witness who has still to give evidence.

The Court may summon experts.



## **5.4 Judgement**

Decisions of all disciplinary or arbitration bodies will be reached, in camera, by a simple majority of votes. All members will have equal voting rights which must be exercised when a decision is required. Abstention is not permitted.

Each member of the disciplinary or arbitration body binds himself to keep all deliberations secret.

## **5.5 Notification of judgements**

The decisions of the International Jury, the Race Direction or the Referee must be notified directly at the event venue, or, failing that, addressed by registered letter with acknowledgement of receipt. All judgements of the CDI, the TIA or the TAC must be notified, in writing, by registered letter with acknowledgement of receipt in order to inform all the parties concerned. The decisions of the CDI, TIA and TAC must also be communicated to all the FMNs of the parties involved.

## **5.6 Publication of judgements**

The disciplinary or arbitration body adjudicating a protest or an appeal has the right to publish or to have its judgements published and to quote the names of all parties concerned. The persons or bodies quoted in these statements have no action against the FIM or the FMN concerned, nor against any person having published the statement. Furthermore, final decisions will be published in the FIM Magazine unless the Court itself decides otherwise.

## **6. COSTS OF PROCEDURE**

The costs of a disciplinary or arbitration decision will be assessed by the Administration and will be awarded against the losing party unless the Court decides otherwise.

### **6.1 Payment of fines and costs**

If the penalty is definitive and either the fine and/or costs are not paid within 30 days of notification of the judgement decision according to Article 5.5, the person or body affected by the decision shall be automatically suspended from participation in all FIM activities, until such time as full payment has been received by the Administration.

## **7. RECIPROCITY OF PENALTIES**

As a consequence of the agreement of reciprocity concluded on 30 April, 1949 between the four organisations controlling motorised sports internationally, i.e., in addition to the FIM:

- the Fédération Internationale de l'Automobile (FIA)
- the Fédération Aéronautique Internationale (FAI)
- the Union Internationale Motonautique (UIM),

penalties of suspension or exclusion may also be applied to one or another of the sports represented by the above organisations, upon request of the FIM.

## **8. LAW OF MERCY**

The Board of Directors, after consultation with the CJI Director or upon a proposal from the latter, may mitigate or completely dispense with the penalty of a person after having exhausted all the appeal procedures.

## **9. ARBITRATION CLAUSE**

Final decisions handed down by the jurisdictional bodies or the General Assembly of the FIM shall not be subject to appeal in the ordinary courts. Such decisions must be referred to the Court of Arbitration for Sport (CAS), within the time limit of Appeal as laid down in Article 4.6, which shall have exclusive authority to impose a definitive settlement in accordance with the Code of Arbitration applicable to sport.



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