



FÉDÉRATION INTERNATIONALE DE MOTOCYCLISME

**Statutes and By-Laws  
Financial Regulations  
Sporting Code  
Disciplinary and Arbitration Code  
2010**

*Statuts et Règlement Interne  
Règlement Financier  
Code Sportif  
Code Disciplinaire et d'Arbitrage*

**Statutes and By-Laws**  
***Statuts et Règlement Interne***

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**Financial Regulations**  
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**Disciplinary and Arbitration Code**  
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***STATUTS / STATUTES***



***RÈGLEMENT INTERNE / BY-LAWS***

**2010**



**PRO VIRTUTE ET SCIENTIA**

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## **ABBREVIATIONS AND DEFINITIONS**

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

<b>"AG"</b>	Assemblée Générale – General Assembly
<b>"BE"</b>	Bureau Exécutif – Executive Board
<b>"CAS"</b>	Court of Arbitration for Sports in Lausanne, Switzerland
<b>"CCP"</b>	Commission de Courses sur Pistes – Track Racing Commission
<b>"CdD"</b>	Conseil de Direction – Management Council
<b>"CCR"</b>	Commission de Courses sur Route – Road Racing Commission
<b>"CDI"</b>	Cour Disciplinaire Internationale – International Disciplinary Court
<b>"CEO"</b>	Chief Executive Officer
<b>"CER"</b>	Commission d'Enduro et Rallyes Tout Terrain – Enduro and Cross Country Rallies Commission
<b>"CFM"</b>	Commission for Women in Motorcycling
<b>"CIE"</b>	Commission Internationale de l'Environnement – International Environment Commission
<b>"CJI"</b>	Collège des Juges Internationaux – International Judicial Panel
<b>"CMI"</b>	Collège Médical International – International Medical Panel
<b>"CML"</b>	Commission pour le Motocyclisme de Loisirs – Commission for Leisure Motorcycling
<b>"CMS"</b>	Commission de Motocross – Motocross Commission
<b>"CMT"</b>	Commission Mobilité, Transports, Sécurité Routière et Affaires Publiques – Commission for Mobility, Transport, Road Safety and Public Policy

<b>"CONU(s)"</b>	Continental Union(s)
<b>"CTI"</b>	Collège Technique International – International Technical Panel
<b>"CTR"</b>	Commission de Trial – Trial Commission
<b>"Delegates"</b>	Elected or appointed members of the FIM Management Council, Commissions or Panels
<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>"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 AG
<b>"Officials"</b>	Holders of an international official's licence issued by the FIM
<b>"SE"</b>	Secrétariat Exécutif de la FIM – Executive Secretariat of the FIM
<b>"TAC"</b>	Tribunal d'Arbitrage et de Consultation – Arbitration and Advisory Tribunal
<b>"TIA"</b>	Tribunal International d'Appel – International Appeal Tribunal

(For historic reasons, acronyms used are mainly taken from the French denomination)

# 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.

<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 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.

### **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, tourism, leisure, 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 it 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 organs 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 organs or the AG of the FIM shall not be subject to appeal in the ordinary courts. Such decisions must be referred to the CAS which shall have exclusive authority to impose a definitive settlement in accordance with the Code of Arbitration applicable to sport.

## **6. PURPOSE**

The purpose of the FIM is to develop, promote, co-ordinate, supervise and govern motorcycling activities throughout the world.

## **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 in motorcycling activities and in the associative bodies of the FIM.

## **8. OFFICIAL LANGUAGES**

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

<sup>2</sup> At meetings of the AG and the CdD, simultaneous interpretation into the official languages is provided. The CdD 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 AG and/or the CdD.
- b) Income derived from the investment of its capital.
- c) Grants or subsidies from public or private parties.
- d) Admission fees and membership dues paid by affiliated members and any institutions connected with, or recognised by, the FIM.
- e) Fees for registering events in the FIM calendar.
- f) Fees for issuing and granting licences.
- g) Royalties derived from the sale of television and radio broadcasting rights, video cassettes, sponsoring, marketing, advertising, merchandising, promotion, licensing and any other rights owned by the FIM.

## **10. FINANCES**

<sup>1</sup> The financial year of the FIM shall be the same as the calendar year.

<sup>2</sup> The CdD shall draw up rules governing the management of the FIM finances, as well as the financial procedures and regulations. These rules must be approved by the AG.

<sup>3</sup> Three internal auditors, elected by the FIM and assisted by an external firm of chartered accountants appointed by the CdD, shall be responsible for the annual audit of the FIM accounts. They shall present their annual reports to the AG.

## **11. MEMBERSHIP**

The FIM is composed of:

- a) Affiliated Federations (FMNs)
- b) Honorary Members
- c) Members of Honour

### **11.1 Affiliated Federations**

#### **11.1.1 Definition**

<sup>1</sup> National federations which, in the opinion of the FIM, are representative of and exercise effective control over motorcycling activities in their own countries, may be accepted as 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 represented in the FIM, but each by only one FMN.

#### **11.1.2 Power of FMNs**

Every FMN accepted as an affiliated federation 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. Every FMN has the right to participate in the meetings of the AG with the right to vote in accordance with Art. 14.1.2.

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

<sup>1</sup> To become an affiliated member of the FIM, an FMN must send to the SE an application for affiliation together with:

- a) Two copies of its own statutes and by-laws.
- b) A summary of its past and present activities.
- c) A list of the members of its managing council.
- d) A letter from the official body governing sport in its country, or other evidence certifying recognition of the authority of that FMN 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, regulations and decisions;
  - to respect these rules in all relations with third parties and in particular contracts signed by it;
  - not to derogate from these rules except with the agreement of the CdD.

<sup>2</sup> All these 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 CdD which, before submitting the request to the AG for approval, may make any other inquiry it deems necessary to establish whether the applicant FMN meets the requirements for FIM membership.

<sup>4</sup> In the case of a juridically well-founded objection, the CdD may reject the application if it is of the opinion that the applicant FMN does not meet the requirements for FIM membership.

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

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

<sup>1</sup> To become a member of the FIM, an FMN must pay an admission fee, the amount of which shall be set by the AG on a proposal from the CdD.

<sup>2</sup> All FMNs shall pay the FIM annual membership dues decided by the AG on a proposal from the CdD. Annual membership dues are payable on 1<sup>st</sup> 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.

### **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**

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 therefrom until full settlement of the outstanding amount has been received.

#### **11.1.5.3 Expulsion**

<sup>1</sup> An FMN may be expelled following a resolution adopted by the AG on a proposal from the CdD or an FMN:

- 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 efficiently.
- 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>2</sup> Any proposal to expel an FMN shall be examined first by the CdD 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 AG expel the FMN if it is of the opinion that the latter does not meet the requirements for FIM membership.

#### **11.1.5.4 Dissolution**

Dissolution of an 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 dues for the year in question. Loss of membership does not confer any rights to the assets of the FIM.

### **11.2 Honorary Members**

<sup>1</sup> On a proposal from the CdD and in recognition of services rendered, the AG may bestow honorary membership upon individuals who have occupied a position within the FIM. The title of honorary member must be connected with the position held in the FIM organ in which those services were rendered.

<sup>2</sup> Honorary Members may attend the AG and the meetings of the organ for which they have received the title of honorary members, but they do not have the right to vote. However, they can be nominated by their respective FMN as voting delegates at the AG.

<sup>3</sup> The holder of an honorary title may not be a candidate for a post within the same body in which he was a member before the honorary title was bestowed upon him.

### **11.3 Members of Honour**

<sup>1</sup> The AG may, on a proposal from the CdD, bestow the title of member of honour upon an individual or corporate body outside the FIM in reward for important services rendered to the FIM or to motorcycling activities in general.

<sup>2</sup> Members of Honour may attend the AG, but without the right to vote.

## **12. THE CONTINENTAL UNIONS**

### **12.1 Recognition of the CONUs**

<sup>1</sup> FMNs that are located geographically on the same continent (Africa, Asia, Europe, South America, North America and Oceania) may form a CONU and ask for recognition by the FIM.

<sup>2</sup> The Presidents of the CONUs are ex officio members of the CdD.

<sup>3</sup> Once a CONU has been recognised, the FIM shall recommend that every FMN on that continent become a member of the CONU.

<sup>4</sup> The CdD of the FIM 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.

### **12.2 Conditions for the recognition of a CONU**

<sup>1</sup> In order to be recognised by the FIM, a CONU must fulfil the following conditions:

- a) Submit a statement in which it agrees:
  - to comply and to enforce compliance by its members and licence holders, with the FIM Statutes, regulations and decisions;
  - to respect these rules in all relations with third parties and in particular in contracts signed by it;
  - not to derogate from these rules except with the agreement of the CdD.
- b) Submit a copy of its statutes for approval by the CdD.
- c) Have at least three quarters (rounded up to the next highest number) of the FMNs, but no less than two, located geographically on the continent as members of the FIM.
- d) Be financially and administratively independent.
- e) Have its headquarters in one of its member countries.
- f) Have a democratic system for elections. The President should have a 4-year term of office.

<sup>2</sup> The CdD may propose additional conditions for the recognition of a CONU.

### **12.3 Procedure for recognition of a CONU**

<sup>1</sup> Any application for recognition from a CONU shall be examined first by the CdD which may recommend its approval to the AG. However, it may also recommend rejection or postponement if it is of the opinion that the applicant CONU does not meet the requirements for recognition.

<sup>2</sup> The recognition shall be effective immediately after its approval by the AG.

### **12.4 Rights of a CONU**

<sup>1</sup> The rights delegated by the FIM to a CONU are:

- a) To exercise the sporting authority of the FIM over the Continental Championships.
- b) To derive income from the rights to the official titles of the Continental Championships that are organised under its authority in all motorcycling disciplines.
- c) To be the sole holder of television and radio broadcasting rights, video cassettes, sponsorship, marketing, advertising, merchandising, promotion, licensing and any other rights from the Continental Championships that are organised under its authority in all motorcycling disciplines.
- d) To exercise any other right that may be conferred on it by a decision of the CdD or by the AG 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 CONUs may co-operate with each other; in particular they may, subject to prior approval of the CdD of the FIM, combine their Continental Championships.

### **12.5 Duties of a CONU**

The duties of a CONU are in particular:

- a) To further the goals of the FIM across the continent.
- b) To forge co-operation among the FMNs on the same continent.

- c) To encourage and open up new perspectives for motorcycle sports, tourism, leisure, road safety and mobility at the continental level.
- d) To promote motorcycling among young people, both as a sport and as the practice of motorcycling in general.
- e) To contribute to the economic development of its members at the continental level.
- f) To encourage the creation of new FMNs, as future members of their respective CONU and the FIM.
- g) To organise Continental Championships in all motorcycling disciplines, subject to the prior approval of the FIM.
- h) To co-operate with the FIM in all matters relating to the organisation of international events and motorcycling in general.
- i) To ensure that national federations do not form an international group without the consent of the CONU concerned and the FIM.
- j) To provide the FIM, on request, with detailed reports and information on its activities.
- k) To submit to the FIM any amendment to its statutes for approval by the CdD.
- l) To expel, at the request of the FIM, any of its members that have been dissolved or expelled from the FIM.

## **12.6 Loss of recognition by a CONU**

<sup>1</sup> If a CONU no longer meets the requirements for recognition by the FIM, fails to honour its duties or is dissolved for whatever reason, it shall lose its FIM recognition and all associated rights.

<sup>2</sup> Loss of recognition of a CONU during the calendar year shall not release that CONU from any commitments it may have towards the FIM until the end of that year.

<sup>3</sup> Loss of recognition must be confirmed by a majority of two-thirds of the votes cast by the AG of the FIM.

## **13. SPECIALISED ASSOCIATIONS**

### **13.1 Definition**

The Specialised Associations of the FIM are international organisations, corporations or associations which act in the interests of the FIM and of international motorcycling and which have been granted this status by a decision of the AG.

### **13.2 Request for the status of Specialised Association**

Any legal entity wishing to be granted the status of Specialised Association of the FIM must send a formal application to the SE accompanied by:

- a) A statement in which it accepts to comply, and ensure compliance by its own members, with the FIM Statutes, regulations and decisions.
- b) Two copies of its own statutes and by-laws.
- c) A summary of its past and present activities.
- d) A list of the members of its managing council.
- e) A list of its members.

### **13.3 Grant procedure for Specialised Association status**

<sup>1</sup> Any application for the status of Specialised Association of the FIM will be examined firstly, prior to the submission of the application to the AG for approval, by the CdD who may make inquiries with FMNs on aspects of the application in order to ensure that the requirements of Art. 13.2 of these Statutes are respected.

<sup>2</sup> Granting of this status shall be effective immediately after its approval by the AG, but only after payment of its admission fee and annual fee for the year following the granting of the status.

### **13.4 Rights and obligations of Specialised Associations**

1. Specialised Associations shall have the right to be represented at the AG of the FIM. Their representatives shall not have the right to vote, but they shall be entitled to attend and speak at all the meetings of the AG and at all open meetings of Commissions and Panels.

Specialised Associations are entitled to receive FIM publications.

2. A Specialised Association undertakes to:
  - a) Submit a statement in which it agrees:
    - to comply and to enforce compliance by its members with the FIM Statutes, regulations and decisions;
    - to respect these rules in all relations with third parties and in particular in contracts signed by it;
    - not to derogate from these rules except with the agreement of the CdD.
  - b) Uphold the authority of each FMN in its own country.
  - c) Pay its admission fee and annual fee, the amount of which shall be set by the AG on a proposal from the CdD. Annual membership dues shall be payable on 1<sup>st</sup> of January each year.

### **13.5 Loss of Specialised Association status**

<sup>1</sup> The rules regarding the resignation and dissolution of FMNs apply by analogy to Specialised Associations.

<sup>2</sup> The AG may, during a Congress or a Biennial Session, withdraw FIM Specialised Association status.

### **13.6 Effects of loss of Specialised Association status**

Loss of status during the calendar year does not release a Specialised Association 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 dues for the year in question. Loss of status does not confer any rights to the assets of the FIM.

## 14. THE BODIES OF THE FIM

The **bodies** of the FIM are the following:

- The General Assembly (AG)
- The Management Council (CdD)
- The Executive Board (BE)
- The Internal Auditors
- The sporting and extra-sporting Commissions
- The Panels
- The International Disciplinary Court (CDI)
- The International Appeal Tribunal (TIA)
- The Arbitration and Advisory Tribunal (TAC)

### 14.1 The General Assembly (AG)

<sup>1</sup> The AG 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 AG decides otherwise, decisions enter into force immediately.

<sup>2</sup> The ordinary AG shall take place once a year, either during the Congress or during the Biennial Session.

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

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

### **14.1.1 Participation**

Participants at the AG are:

- a) Voting delegates and other persons who have been designated by the FMNs to attend a particular Congress or Biennial Session, subject to a maximum of three per FMN.
- b) Delegates who have been elected by the AG or appointed by the CdD.
- c) The Presidents of the CONUs who represent their respective Continental Unions.
- d) Honorary Members and Members of Honour.
- e) A maximum of two representatives from each Specialised Association.

### **14.1.2 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 AG.

<sup>3</sup> If an FMN has sent at least one delegate to each Congress or Biennial Session during a period of two years after being accepted by the AG as a member of the FIM, it has the right to a second vote at the next Congress or Biennial Session.

<sup>4</sup> Votes may only be cast by a single delegate who has to be a member of the FMN and officially nominated as a voting delegate by the FMN he/she represents.

<sup>5</sup> An FMN can only exercise its voting right(s), if all of its due debts to the FIM have been fully paid within the prescribed deadlines.

<sup>6</sup> Voting by proxy is not allowed.

<sup>7</sup> Any proposal which has been accepted in writing by all the FMNs shall be considered as equivalent to a decision of the AG. Such decisions shall be the subject of an immediate official communication from the SE.

### **14.1.3 Notice of meetings**

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

### **14.1.4 Agenda**

<sup>1</sup> The Agenda of the ordinary AG shall notably include the following points:

- a) Verification of the composition of the AG.
- b) Approval, where appropriate, of the Minutes of the preceding AG.
- c) 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 organs.
- d) Approval of the budget for the following year.
- e) Elections for vacant positions.
- f) Recommendations and proposals from the CdD.
- g) Proposals of the FMNs.
- h) The opposing views of FMNs, with the supporting arguments, to proposals made by the Commissions or Panels during the Conference Meetings.

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

<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 changed article.

<sup>4</sup> The Agenda and all relevant documentation must be sent to all members of the AG 30 days before the Congress or Biennial Session.

<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 AG unless they are on the Agenda.

#### **14.1.5 Quorum**

Subject to Art. 19.1 of these Statutes, the decisions of the AG 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 an AG, must be confirmed by the following AG.

#### **14.1.6 Chair of the AG**

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

#### **14.1.7 Authority**

The AG shall have the following authority in particular:

- a) To determine, on a proposal from the CdD, the 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 CdD; to approve the audited annual accounts and the balance-sheet; to give discharge to the CdD after having heard the report of the internal and external auditors of the accounts.
- d) To approve the annual budget presented by the CdD.
- e) To affiliate new FMNs or expel existing FMNs.
- f) To recognise a new CONU or withdraw recognition from an existing CONU.
- g) To grant or withdraw recognition of the status of Specialised Associations.
- h) To adopt and amend the Statutes, By-laws, Codes and other regulations of the FIM.
- i) To elect the President, the Vice-Presidents and the Internal Auditors of the FIM.
- j) To examine and, if appropriate, reach a decision on the proposals submitted by the Commissions or Panels to the CdD.

- k) To take decisions on the proposals received from the FMNs.
- l) To examine, and, where necessary, reach a decision on a motion of censure and the removal of a delegate from office.
- m) To appoint Honorary Members and Members of Honour.
- n) To create new bodies and/or dissolve the elected bodies of the FIM.
- o) To approve, on a proposal from the CdD, the creation and management by the FIM 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.
- p) To determine, on a proposal from the CdD, the admission fee and membership fee, as well as the registration fees for the events and charges for the different licences.
- q) To appoint scrutineers to supervise a vote or to conduct the elections and to count the ballots at the AG.
- r) To confirm the appointments of members of the CJJ.
- s) To approve, on a proposal from the CdD, the honours bestowed by the FIM.
- t) To dissolve the FIM.

#### **14.1.8 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 AG:

- I. For the dissolution of the FIM : three-quarters of the votes cast.
- II. 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 delegate from office: two-thirds of the votes cast.
- III. For all other decisions: 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.

#### **14.1.9 Minutes**

<sup>1</sup> The Minutes of every AG shall be drawn up by the SE in the two official languages of the FIM and sent to all FMNs and delegates not later than six weeks after the end of the AG.

<sup>2</sup> Any objections to the Minutes, together with supporting arguments, must be communicated in writing to the SE. They must reach the SE 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 AG.

#### **14.1.10 Elections**

Elections at the AG shall be held on a rotating basis every two years at the Congress. There shall be no elections during Biennial Sessions, unless there are vacancies to be filled.

##### **14.1.10.1 Criteria applicable to candidatures for the position of President, Vice-President and Internal Auditor of the FIM**

- Candidatures must be put forward by one or several FMNs.
- Every candidature must be accompanied by a detailed curriculum vitae of the candidate.
- A candidate who is put forward for the first time must be present at the Congress or at the Biennial Session, unless in case of justified impediment. The President decides on accepting or refusing the justification.
- Prior to the casting of ballots, all candidates may introduce themselves and explain orally their programme and targets to the AG for a time period deemed reasonable by the President.

- A delegate may not be a candidate for more than one position in the FIM at any one time.
- A candidate who already holds a position in the FIM must resign from his current position following a successful election to the new post.

#### **14.1.10.2 Eligibility**

The following conditions for eligibility must be fulfilled:

- For the President and the Vice-Presidents of the FIM:
- Candidates must be able to express themselves in at least one of the two official languages of the FIM.
- For the Vice-President in charge of co-ordinating finances and the Internal Auditors:
- Candidates must be suitably qualified in financial and accounting matters and able to express themselves in one of the two official languages of the FIM.

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

<sup>1</sup> Sixty days before the date of the Congress or, where appropriate, the Biennial Session, the SE shall advise FMNs of all vacant elective positions.

<sup>2</sup> Each FMN may present only one candidate for each vacant elective position.

<sup>3</sup> Candidatures must be sent by registered letter. The list of candidates shall be closed 30 days prior to the beginning of the Congress or, where appropriate, the Biennial Session.

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

#### **14.1.10.4 Procedure applicable to elections**

<sup>1</sup> Independent tellers shall be appointed by the AG 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 Vice-President of the FIM or 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> In the event of a tied vote, the longest serving candidate in the office applied for or 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> There shall be no third round of voting and the remaining position(s) shall remain vacant.

<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 Congress or Biennial Session for the remainder of the period of office. However, posts with different duration of office are allocated in descending order of votes received.

#### **14.1.10.5 Incompatibilities with the position of delegate**

- 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.
- In the CdD, the President and Vice-Presidents must **be** from different FMNs.
- In the CdD, a President of a CONU or a Vice-President may not hold the two positions simultaneously.
- Elected Vice-Presidents may not hold any office within an executive body of a CONU.  
N.B.: This provision will apply as from the 2010 FIM Congress. In the meantime, this rule already applies to Vice-Presidents who are members of the BE.
- Internal Auditors may not hold another position in the FIM and must be from different FMNs.
- The members of each Commission – with the exception of technical members – must be from different FMNs.

### **14.2 The Management Council (CdD)**

#### **14.2.1 Composition**

<sup>1</sup> The Members of the CdD shall be:

- The President of the FIM.
- Six Vice-Presidents of the FIM, one of whom shall be appointed Deputy President by the CdD on a proposal from the President.
- 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 CdD.
- The Chief Executive Officer, but without the right to vote.

<sup>2</sup> If any of the six CONUs, as per Art. 12.1, is not recognised, the corresponding post(s) of member(s) of the CdD shall be replaced by as many posts of Vice-Presidents. In such a case, after a new CONU has been recognised, the Vice-President who obtained the lowest number of votes at the preceding elections shall automatically renounce his position in favour of the President of the newly recognised CONU.

<sup>3</sup> In the case of force majeure duly accepted by the CdD, a substitute elected by a CONU may replace the President of a CONU in the CdD, but without the right to vote.

#### **14.2.2 Authority**

<sup>1</sup> The CdD has overall responsibility for the management of the FIM. It is entrusted with all the powers which, according to the Statutes and regulations of the FIM, are not explicitly reserved for the AG or other bodies of the FIM.

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

- a) To ensure that the decisions of the AG 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 General Assembly 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 and manage the FIM.
- 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 bequests, open bank accounts and take decisions concerning the investment of funds or revenue.
- g) To create and to manage, with the approval of the AG, 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 experts or consultants to assist the CdD and/or the Commissions and/or the Panels in their respective tasks.
- 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 CdD for this purpose.
- j) To appoint the Chief Executive Officer.
- k) To appoint all Presidents of Commissions and Panels whose candidatures have been put forward by the FMNs.
- l) To appoint all members of Commissions and Panels whose candidatures have been put forward by the FMNs, with due consideration to the recommendations of the Presidents of the respective Commissions and Panels.
- m) To act for, and on behalf of, the AG when a decision cannot be held over until the next AG, and to set a date for the entry into force of such a decision.
- n) To introduce, subject to the approval of the AG, internal rules for specific issues or activities.
- o) 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.
- p) Draw up specific regulations for the ad hoc Commissions and Panels, acting on a proposal by them or on its own initiative.
- q) To appoint the external auditing firm.

### **14.2.3 Meetings**

<sup>1</sup> The CdD shall meet whenever necessary but not less than twice a 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 Chief Executive Officer within twenty days of the request.

If the President so decides, the CdD 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 CdD meets in closed session. However, when the subject under discussion directly concerns an FMN, a delegate of the FIM or a Specialised Association, the CdD may allow them to attend or to send a representative in order to present their case. Third parties may also be invited by the CdD to attend the meetings whenever this may be required.

<sup>3</sup> The President draws up the agenda. Each member of the CdD is entitled to propose agenda items, with the proviso that they are transmitted to the SE before the mailing of the agenda to the members of the CdD.

<sup>4</sup> The Presidents of Commissions and Panels as well as an Internal Auditor shall attend and take part in all ordinary meetings of the CdD and may be invited to take part in extraordinary meetings. They do not have the right to vote.

#### **14.2.4 Decisions**

A decision shall only be considered valid if it is accepted by the majority of the members of the CdD. In case of a tie, the President shall have the casting vote.

#### **14.2.5 Signature**

Signature rights shall be decided by the CdD.

#### **14.2.6 Chair of the CdD**

Meetings of the CdD shall be chaired by the President of the FIM, the Deputy President or a Vice-President appointed by the CdD in that order.

#### **14.2.7 The President**

<sup>1</sup> The duties of the President are:

- To represent the FIM in all circumstances.
- To chair the AG as well as the meetings of the CdD and the BE.
- To ensure that the decisions of the AG, the CdD and the BE are implemented.
- To ensure the smooth and efficient functioning of the FIM **bodies** at all times.
- To convene the AG, as well as all meetings of the CdD, the BE, the Commissions and the Panels.

- To ensure that the FIM is run in a manner that allows the aims of the federation to be achieved as implied in these Statutes and to ensure that its Statutes and By-laws are respected.

<sup>2</sup> In emergencies, the President can, after consultations with, and the agreement of the BE, take any decision that is deemed necessary in order to safeguard the interests of the FIM. In such cases, the CdD must be informed immediately.

<sup>3</sup> The President may sign, together with the Chief Executive Officer or any other person designated by the Management Council, 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 an FIM Commission or Panel or any working party created by the FIM, but without the right to vote.

#### **14.2.8 The Deputy President**

<sup>1</sup> The Deputy President shall replace the President if the latter is absent, ill or if he/she resigns from his/her position. In such an event his/her duties shall be those set out in Art. 14.2.7.

<sup>2</sup> The Deputy President may attend any meeting of an FIM Commission or Panel or any working party created by the FIM, but without the right to vote.

#### **14.2.9 The Vice-Presidents**

<sup>1</sup> The AG shall elect six or more Vice-Presidents according to Art. 14.2.1.

<sup>2</sup> The Vice-Presidents may be designated by a decision of the CdD as contact persons between the CdD and particular Commissions. If deemed necessary, the CdD may appoint a Vice-President as President of a Commission or Panel. One of the Vice-Presidents shall be entrusted with the specific task of co-ordinating the finances of the FIM.

<sup>3</sup> With a view to furthering the development of the FIM's activities, Vice-Presidents 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 Vice-President 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> Vice-Presidents may represent the FIM vis-à-vis official organisations if they are given a specific mandate to do so by the CdD or on the authority of the FIM President.

<sup>6</sup> They may attend any meeting of an FIM Commission or Panel or any working party created by the FIM, but without the right to vote.

#### **14.2.10 The Presidents of the CONUs**

<sup>1</sup> The Presidents of the CONUs are ex officio members of the CdD.

<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 Panel or any working party created by the FIM, but without the right to vote.

### **14.3 The Executive Board (BE)**

#### **14.3.1 Composition**

<sup>1</sup> The BE shall consist of the President of the FIM, the Deputy President and the Vice-President responsible for coordinating the finances. If a member of the BE is unable to fulfil his duties, the President, or, in his/her absence, the Deputy President, shall designate another Vice-President as a temporary substitute.

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

#### **14.3.2 Authority**

<sup>1</sup> The BE shall be responsible for the conduct of day-to-day business between meetings of the CdD.

<sup>2</sup> The BE 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.

### **14.3.3 Meetings**

The BE shall meet whenever convened by the President of the FIM. The BE may hold its meetings in the form of teleconferences or videoconferences.

### **14.3.4 Decisions**

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

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

<sup>3</sup> The reports of the BE must be submitted to the CdD. The CdD must be informed immediately of any decision taken by the BE.

## **14.4 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 CdD and to the AG for their approval.

## **14.5 The Executive Secretariat (SE)**

<sup>1</sup> The SE is the permanent administrative organ of the FIM and is located at the headquarters of the FIM.

<sup>2</sup> It is responsible to the CdD for the administration of the FIM and is also responsible for co-ordinating the promotional activities of all the FIM organs.

<sup>3</sup> The SE 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 organs. Minutes shall be prepared and published in the official languages no later than 6 weeks after the end of each meeting.

- 4 All official FIM communications shall be channelled through the SE.
- 5 All official communications sent to the FIM must be addressed to the SE and not to individuals.
- 6 The Chief Executive Officer is in charge of running the SE.

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

- 1 The CEO is appointed by the CdD.
- 2 The CEO is a member of the CdD and the BE but without the right to vote.
- 3 The CEO is answerable to the President of the FIM and through him, to the CdD. He shall be responsible for the implementation of all decisions taken by the FIM organs as well as for all the activities of the SE.
- 4 The CEO must also ensure that the Minutes of the meetings of all FIM organs are drawn up and published by the specified deadline.
- 5 The CEO shall safeguard the interests and prestige of the FIM and draw the attention of the President, the CdD or the BE to anything which, in his opinion, may be contrary or harmful to the interests of the FIM.
- 6 The CEO must be able to speak, and write in, the two official languages.
- 7 The CEO must ensure that the FIM rules are respected.
- 8 The CEO can sign, together with the President or any other person designated by the Management Council, 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.
- 9 In all matters concerning the running of the FIM, the CEO shall follow the policy laid down by the CdD. No executive staff member may be hired or dismissed without the approval of the BE.
- 10 The CEO shall ensure that written notification of all decisions is sent by the SE to all FMNs at least 60 days before the date fixed for their entry into force.
- 11 The CEO shall ensure good co-ordination between the SE and the Secretariats of the FMNs and the CONUs.

12 The CEO shall be responsible for all questions of protocol during FIM official ceremonies.

13 The CEO may attend any meeting of an organ of the FIM or any working party created by the FIM, but without the right to vote.

14 The CEO may not hold any office or position in an FMN or within an industry or business connected with motorcycling.

## **14.6 The Commissions**

1 The Commissions shall be consulted by the CdD in their particular field of activity.

2 The AG, on a proposal from the CdD, may form other Commissions in addition to those listed hereafter and dissolve existing ones.

3 The CdD develops and controls the activities in certain fields governed by the FIM through the Commissions.

### **14.6.1 Composition**

1 The sporting Commissions are composed of 5 to 15 members (including the President) with proven skills in the relevant discipline(s). A minimum of 2 technical members with proven technical skills in the relevant discipline(s) will be part of each sporting Commission.

2 The extra-sporting Commissions are composed of 5 to 15 members (including the President) who must have proven skills in the relevant field of activity.

3 Each Commission with 10 members or more must elect from their midst 2 Vice-Presidents, and Commissions with less than 10 members 1 Vice-President.

4 The Vice-President(s) is/are elected by simple majority. In case of a tie, the longest serving member in the corresponding commission is elected. The voting shall take place by secret ballot. Each ballot paper may contain as many names as vacancies to be filled.

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

- 1 At the end of February of each year, the SE shall advise the FMNs of all appointed positions that are due to become vacant.
- 2 Candidatures must be sent by the FMNs by registered letter and reach the SE by 30 April at the latest.
- 3 All candidates must be put forward by the FMN of which they are members.
- 4 Candidates serving for the first time in a sporting Commission must have held, in the two years immediately preceding their candidature, an FIM licence as clerk of the course, referee or sporting steward (of the discipline concerned); technical members must have held an FIM technical steward's licence for the same period.
- 5 The members of the Commissions must, at the time of their candidature, notify the FIM in writing of any direct or indirect link with an industry or business involved with motorcycling. Failure to do so shall lead to immediate expulsion. Owners of teams, partners or associates in teams, as well as competitors in FIM sporting events are not eligible as candidates.
- 6 The CdD shall announce the appointment of the Presidents and members of the Commissions and Panels to all FMNs at least 75 days prior to the Congress or, where appropriate, the Biennial Session.
- 7 Any vacancy arising during the course of the office will be filled until the completion of the term of office according to paragraphs 1 and 2.

### **14.6.3 Authority**

- 1 All Commissions have equal authority in their particular field of activity.
- 2 The Commissions may prepare and propose, on their own initiative or after consultation with the CdD, new rules and amendments to the FIM rules in force. They may also recommend a date for the entry into force of the proposed rules. The CdD can submit the Commission's proposals to the AG for approval.
- 3 The Commissions must carry out their activities within the limits of their respective budgets as approved by the CdD.

#### **14.6.4 The sporting Commissions**

The sporting Commissions of the FIM are:

- a) The Road Racing Commission (CCR)
- b) The Motocross Commission (CMS)
- c) The Trial Commission (CTR)
- d) The Enduro and Cross Country Rallies Commission (CER)
- e) The Track Racing Commission (CCP)

##### **14.6.4.1 Duties and authority of the sporting Commissions**

The sporting 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 CdD.

##### **a) The Road Racing Commission (CCR)**

It shall study and draw up all rules applicable to racing on closed circuits and road racing. It shall control the FIM Championships and Prize events in these disciplines. It shall also deal with questions relating to sprint and drag racing. It shall compile and maintain an updated record of accident statistics in connection with FIM Championships and Prize events in these disciplines. It shall also be responsible for all issues relating to world record attempts, road racing competitions on roads and on closed circuits with historical vehicles, as well as time-keeping in these disciplines.

##### **b) The Motocross Commission (CMS)**

It shall study and draw up all rules applicable to Motocross, Supercross, Supermoto, Snowcross and Freestyle Motocross. It shall control the FIM Championships and Prize events in these disciplines. It shall compile and maintain an updated record of accident statistics in connection with FIM Championships and Prize events in these disciplines. It shall also deal with all questions related to time-keeping in these disciplines.

##### **c) The Trial Commission (CTR)**

It shall study and draw up all rules applicable to Trial. It shall control the FIM Championships and Prize events in this discipline. It shall compile and maintain an updated record of accident statistics in connection with FIM Championships and Prize events in this discipline. It shall also be responsible for all issues relating to time-keeping in this discipline.

#### **d) The Enduro and Cross Country Rallies Commission (CER)**

It shall study and draw up all rules applicable to Enduro and Cross Country Rallies. It shall control the FIM Championships and Prize events in these disciplines. It shall compile and maintain an updated record of accident statistics in connection with FIM Championships and Prize events in these disciplines. It shall also be responsible for all issues relating to time-keeping in these disciplines.

#### **e) The Track Racing Commission (CCP)**

It shall study and draw up all rules applicable to Track Racing (Speedway, Long Track, Grass and Ice Racing). It shall control the FIM Championships and Prize events in these disciplines. It shall also deal with questions relating to Motoball. It shall compile and maintain an updated record of accident statistics in connection with FIM Championships and Prize events in these disciplines. It shall also be responsible for all issues relating to time-keeping in these disciplines.

### **14.6.5 The extra-sporting Commissions**

The extra-sporting Commissions of the FIM are:

- a) The Commission for Leisure Motorcycling (CML)
- b) The Commission for Mobility, Transport, Road Safety and Public Policy (CMT)
- c) The International Environment Commission (CIE)
- d) The Commission for Women in Motorcycling (CFM)

#### **14.6.5.1 Duties and authority of the extra-sporting Commissions**

The extra-sporting Commissions must act in the best interests of the FIM and of leisure and road-based motorcycling, and defend the rights and interests of motorcycle users whilst respecting the environment. They may propose to the CdD amendments to their regulations.

##### **a) The Commission for Leisure Motorcycling (CML)**

<sup>1</sup> It shall study and co-ordinate all activities aimed at creating special services for motorcycle-riding tourists and developing road-based motorcycling as a legitimate means of recreation and transport and shall establish close cooperation with the other extra-sporting Commissions. It shall promote the cause of motorcycling with land planning authorities and environmentalists. It shall direct the Tourist Gatherings organised under the banner of the FIM and draw up the rules applicable to them.

<sup>2</sup> It shall co-ordinate non-competition activities involving historical vehicles in cooperation with national and international bodies active in this field. It shall advise the CdD on all steps which should be taken in such matters.

**b) The Commission for Mobility, Transport, Road Safety and Public Policy (CMT)**

It shall deal with all matters relating to the safety of motorcycle users on the road. It shall promote mobility and seek the improvement of both road safety regulations and the quality and safety of products for the user. It shall establish close co-operation with the other extra-sporting Commissions. It shall advise the CdD on the all steps to be taken in relation to international governmental and/or non-governmental organisations, or motorcycle and accessory manufacturers, in order to defend the rights and interests of motorcycle users, both as citizens and consumers.

**c) The International Environment Commission (CIE)**

It shall deal with all matters relating to environmental protection and shall establish close co-operation with all sporting and extra-sporting Commissions as well as with the Panels. It shall advise the CdD on all steps which it feels ought to be taken in this area.

**d) The Commission for Women in Motorcycling (CFM)**

Its mission is to create egalitarian opportunities and to promote equal treatment for women involved in activities related to motorcycling. It shall establish close cooperation with all sporting, extra-sporting Commissions, Panels and possible external partners, who are experts in the world of motorcycling. It shall advise the CdD on all steps which it feels ought to be taken in this area in order to reach the objectives it has set.

## **14.7 The Panels**

<sup>1</sup> The Panels may be consulted by the CdD and the Commissions in their particular field of activity.

<sup>2</sup> The Panels are composed of members – the number of which may vary according to needs – proposed by the FMNs and appointed by the CdD with due consideration for the recommendations of the respective Panel Presidents.

<sup>3</sup> Each Panel elects two Vice-Presidents amongst its members. Panels of less than 10 members elect one Vice-President.

4 The Vice-President(s) is/are elected by simple majority. In case of a tie, the longest serving member in the panel is elected. If requested by a member, the voting shall take place by secret ballot. Each ballot paper may contain as many names as vacancies to be filled.

5 The following Panels are instituted:

- a) The International Judicial Panel (CJI)
- b) The International Medical Panel (CMI)
- c) The International Technical Panel (CTI)

**a) The International Judicial Panel (CJI)**

1 The purpose of the CJI is to provide a list of qualified persons who are able to express themselves in at least one of the official languages of the FIM and who hold a law degree from a university. The members of the CDI, the TIA and the TAC may be drawn from this list.

2 The CJI shall consist of members nominated by FMNs. Each FMN may nominate one or two members. The appointments shall be confirmed by the AG.

3 It can make recommendations to the CdD regarding possible improvements to the Disciplinary and Arbitration Code.

**b) The International Medical Panel (CMI)**

1 The CMI shall concern itself with medical issues and the physical condition of motorcyclists. It shall advise the Commissions on the physical criteria each rider must fulfil in order to obtain a licence, as well as on the medical services that must be provided and made available during the organisation of motorcycle events. If requested, it shall assist the Commissions in compiling accident statistics. Members of the CMI may be appointed as medical delegates at events.

2 The CMI is entitled to propose rules relating to its specific field of activity to the CdD together with a suggested date for their entry into force.

3 The CMI is composed of medical practitioners duly registered as members of their medical association who are nominated by the FMNs. Each FMN may nominate one or two of its members.

4 The CMI ensures the application of the World Anti-Doping Code adopted by the World Anti-Doping Agency.

### **c) The International Technical Panel (CTI)**

<sup>1</sup> The CTI shall give its opinion to the CdD on technical proposals submitted by the sporting Commissions.

<sup>2</sup> If there are technical issues that do not have an impact on just one discipline, the CTI may propose to the CdD the adoption of technical rules, and suggest a date for their entry into force.

<sup>3</sup> The CTI shall be composed of all the technical members from the different sporting Commissions. It shall also include representatives of the motorcycle and accessory industries who shall participate in an advisory and consultative capacity.

### **14.8 Bureau of the Commissions and Panels**

<sup>1</sup> The Bureau of a Commission or Panel shall be composed of its President and one or two Vice-Presidents.

<sup>2</sup> Between meetings of the Commissions and Panels, the Bureau shall manage and administer the routine business of the Commission or Panel concerned and shall propose urgent measures to the CdD or the BE whenever this may be necessary.

### **14.9 The Presidents of the Commissions and Panels**

<sup>1</sup> The Presidents of the Commissions and Panels are responsible for the smooth and efficient operation of their Commissions or Panels and for the completion of the tasks they have been assigned.

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

<sup>3</sup> The Presidents of Commissions and Panels may attend meetings of all FIM organs, but without the right to vote.

<sup>4</sup> They may represent the FIM at events counting for FIM Championships and Prizes.

#### **14.10 Members of Commissions and Panels**

Members of the various Commissions and Panels may be designated as Presidents or members of the International Jury or the Panel of FIM Stewards at events counting for FIM Championships and Prizes.

#### **14.11 Secretariats of Commissions and Panels**

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

#### **14.12 The International Disciplinary Court (CDI)**

The CDI is competent to deal with disciplinary matters. Its jurisdiction, composition and procedures are determined by the provisions of the Disciplinary and Arbitration Code approved by the AG.

#### **14.13 The International Appeal Tribunal (TIA)**

The TIA is competent to deal with disciplinary matters. Its jurisdiction, composition and procedures are determined by the provisions of the Disciplinary and Arbitration Code approved by the AG.

#### **14.14 The Arbitration and Advisory Tribunal (TAC)**

The TAC is competent to deal with arbitration matters. Its jurisdiction is defined in Art. 3.5 of the Disciplinary and Arbitration Code approved by the AG.

#### **14.15 Term of office, taking office, removal from office**

<sup>1</sup> Unless otherwise provided for by the present Statutes, the term of office for all elective or appointed positions is 4 years, renewable upon expiry. The CdD may decide to set a different term of office.

<sup>2</sup> 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 immediately after the Congress or the Biennial Session.

<sup>3</sup> Any delegate who does not attend two consecutive meetings of the body to which he/she is elected or appointed – unless the reason for such absence is accepted by the CdD – shall be immediately removed ex officia from his/her office. Such posts shall remain vacant until the next Congress or Biennial Session.

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

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

- The President of the FIM shall be automatically replaced by the Deputy President.
- The tasks performed by the Vice-Presidents and the Presidents of the CONUs shall be replaced by a decision of the CdD upon a proposal from the President of the FIM.
- The President of a Commission or Panel shall be replaced by a decision of the CdD.

#### **14.17 Procedure in case of a vacancy of a delegate**

<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 delegate to fulfil his/her duties.

<sup>2</sup> Such posts shall remain vacant until the next Congress or Biennial Session.

#### **14.18 Voting rights in meetings of the CdD, BE, Commissions and Panels**

All FIM delegates have the right to vote. Whenever a vote is taken, each delegate shall be entitled to one vote. Voting by proxy is not permitted.

<sup>2</sup> Any delegate who has a conflict of interest either financial or personal in any proposal that is put before the meeting must declare that interest and refrain from voting on the proposal. In the case of any challenge to a delegate being eligible to vote on any matter then the President concerned will take a decision.

## **14.19 Quorum in meetings of the CdD, BE, Commissions and Panels**

To be valid, decisions of the CdD, Commissions and Panels must be taken by half their members plus one (rounded up to the next whole number). For the BE, at least two members must be present.

## **14.20 Motions of Censure**

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

<sup>2</sup> The procedure is as follows :

- A motion of censure may be requested by an FMN or the CdD. The request, with supporting arguments, must reach the SE at least 60 days before the date fixed for the beginning of the AG.  
The Chief Executive Officer shall include the proposed motion of censure together with the supporting arguments on the Agenda of the AG.
- A proposal for a motion of censure may also be tabled during the AG 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.
- The members of the organ which is the subject of the motion of censure have the right to defend themselves or to have themselves represented.
- If the proposal for a motion of censure is maintained, it shall be put to a secret vote.
- For a motion of censure to be accepted, it must be supported by a majority of two-thirds of the votes cast.
- Once a motion of censure has been carried, the dismissed organ will continue to handle only day-to-day matters until the new organ has been set up. Where necessary, the AG shall take any measures that may be required.

## **14.21 Removal from office**

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

<sup>2</sup> The procedure is as follows :

- Any FMN, the CdD or a Commission or Panel may ask that a delegate be removed from office. The proposal must be accompanied by supporting arguments and must reach the SE at least 60 days before the date fixed for the beginning of the AG.  
The Chief Executive Officer shall include this proposal together with the statement of reasons on the Agenda of the AG.
- A proposal to remove a delegate from office may also be tabled during the AG 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.
- The delegate who is the subject of the proposal shall have the right to defend himself/herself or to be represented.
- If the proposal to remove a delegate from office is maintained, the matter shall be put to a secret vote.
- The proposal is accepted by the AG if a majority of two-thirds of the votes cast is obtained.
- As soon as the proposal is accepted, the delegate concerned shall leave his/her office immediately.

#### **14.22 Loss of status as FIM delegate**

<sup>1</sup> Any appointed delegate of the FIM may lose that status if so decided by the CdD during a secret vote of the CdD or if his/her FMN notifies the SE 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 SE.

### **15. AMENDMENTS TO THE STATUTES**

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

## **16. BY-LAWS**

The AG shall approve the By-laws which include the rules of procedure applicable to the various meetings of the FIM organs. They also set out the procedure for FIM Awards and the protocol to be followed at official ceremonies of the FIM.

## **17. CODES**

The AG approves the following codes:

- The Sporting Code governing all the sporting activities under the authority of the FIM.
- The Code for Touristic Gatherings which governs activities connected with tourism.
- The Disciplinary and Arbitration Code which defines the FIM disciplinary bodies, punishable acts, the disciplinary procedure and the sanctions which may be imposed.
- The Medical Code which contains medical standards that apply to sporting activities and which must be enforced by the sporting Commissions.
- 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.
- The Environmental Code which contains regulations and recommendations that apply to sporting activities and road users in order to protect the environment.

## **18. DISCREPANCIES BETWEEN THE STATUTES AND ANY 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.

## **19. DISSOLUTION**

### **19.1 Dissolution procedure**

<sup>1</sup> The dissolution of the FIM may only be decided by an extraordinary AG 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 AG for which no quorum is required, to be held 30 days after the first AG, must be convened immediately. At this second AG, the decision to dissolve the FIM must be approved by three-quarters of the votes cast.

### **19.2 Distribution of assets**

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

## **20. STATUTES – ADOPTION AND DATE OF ENFORCEMENT**

These Statutes were adopted by the AG on 22 October 2007 and came into force immediately.



The President of the FIM:  
Vito IPPOLITO



The Chief Executive Officer:  
Guy MAITRE

# BY-LAWS

## I. INTRODUCTION

These By-laws have been adopted in accordance with Art. 14.1.7 h) and Art. 16 of the FIM Statutes.

## II. ORGANISATION OF THE CONGRESS, THE BIENNIAL SESSION AND THE CONFERENCE MEETINGS

1 The Congress and the Biennial Session shall take place alternately, generally during the second half of the month of October.

2 The Congress shall be held every two years in a different country at the invitation of an FMN.

3 The Biennial Session shall be held, at a suitable venue close to the FIM Headquarters, in the years when the Congress is not taking place.

4 The Conference Meetings shall take place in Geneva, generally on the last weekend of February or the first weekend of March.

## III. THE CONGRESS

As a rule, the Congress shall be held over a maximum period of one week. The programme of the Congress is drawn up by the CdD on the basis of Art. V of these By-laws, giving due consideration to the customs of the country which is hosting the Congress.

## IV. THE BIENNIAL SESSION

As a rule, the Biennial Session shall be held over a maximum period of five days, from a Thursday to the following Monday. According to Art. V of these By-laws, the CdD must draw up the programme of meetings.

## **V. PROGRAMME OF MEETINGS AT THE CONGRESS AND THE BIENNIAL SESSION**

The programme of the Congress and the Biennial Session shall be as follows:

### **1) Meetings of the AG :**

- To approve the annual report of the FIM as presented by the CdD;
- To approve the balance sheet of the previous year and the budget for the coming year;
- To study all proposals appearing in the Minutes of the Conference Meetings, urgent proposals from the Commissions and Panels as well as any proposals received from the FMNs;
- To approve the calendar of FIM Championships and Prizes for the following year;
- To approve, on a recommendation from the CdD, the dates and venue for the Congress or the Biennial Session of the following year;
- To hold elections at the Congress;
- At the Biennial Session, to hold elections for positions that have fallen prematurely vacant whenever necessary.

### **2) Meetings of the CdD :**

- To deal with questions of general policy;
- To examine the budget for the following year;
- To make the necessary appointments;
- To study any urgent proposals from the Presidents of the Commissions and Panels.

### **3) Meetings of the Commissions and Panels :**

- To consider any comments raised by the AG concerning the proposals made during the Conference 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 AG;
- The sporting Commissions shall also ratify the results of the past season.

## **VI. CONGRESS ORGANISATION**

The responsibility of organising a Congress shall be shared by the host FMN and the FIM.

The SE of the FIM 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 Congress all the documentation required for the Congress meetings;
- 3) Preparing and sending out during the Congress 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.

The host FMN shall provide at its own expense:

- 1) Additional staff as may be required for the Congress 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 Congress Secretariat;
- 3) A conference room which is large enough to accommodate the AG and is equipped with simultaneous interpretation facilities;
- 4) Rooms for the meetings of the Commissions and Panels, as well as for any other scheduled meeting equipped, if necessary, with simultaneous interpretation facilities;
- 5) An office for the Congress Secretariat;
- 6) A suite for the President of the FIM;
- 7) An office for the Chief Executive Officer of the FIM.

The host FMN may organise a special social programme during the Congress provided that it fits in with the schedule of meetings.

## **VII. ACCOMMODATION OF DELEGATIONS DURING THE CONGRESS**

During a Congress, the host FMN shall deal with all matters concerning the accommodation of the FMN delegations, but the latter shall bear their own costs. Six months before the date set for the Congress, 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 Congress, 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 SE. Two months before the beginning of the Congress, the host FMN shall send to the FMNs and FIM delegates a confirmation of the hotel bookings.

## **VIII. ORGANISATION OF THE BIENNIAL SESSION**

The SE shall have responsibility for the organisation of the Biennial Session.

## **IX. THE CONFERENCE MEETINGS**

<sup>1</sup> The same provisions as set out in the Statutes relating to the convening of a AG and the establishment of the Agenda shall also apply to the procedure for convening the Conference Meetings and sending out the relevant documents.

<sup>2</sup> As a rule, the Conference Meetings shall cover a maximum period of 4 days, from a Friday to the following Monday.

<sup>3</sup> The programme of the Conference Meetings shall be as follows:

### **1) Meetings of the CdD :**

- To consider, where appropriate, questions of general policy which may have an impact on the Commissions and Panels;
- To fix the date of the Conference Meetings for the following year;
- To study the written reports of the Commission and Panel Presidents.

### **2) Meetings of the Commissions:**

- To study the proposals that have been put to them and to finalise a position with a view to submitting it to the AG at the Congress or Biennial Session;
- The sporting Commissions shall also fix the calendar for the FIM Championships and Prizes for the following year.

### **3) Meetings of the Panels, if necessary.**

## **X. MEETINGS OF THE COMMISSIONS AND PANELS**

- <sup>1</sup> The Commissions shall meet at least twice a year, as a rule during the Conference Meetings, the Congress or the Biennial Session.
- <sup>2</sup> No subject may be discussed unless it has been placed on the Agenda in advance and the full documentation made available to the members of the Commission or Panel concerned. However, urgent issues may be discussed if a majority of the members of the Commission or Panel concerned agree.
- <sup>3</sup> The meetings of the Commissions and Panels must be convened in accordance with the procedures laid down in the Statutes.
- <sup>4</sup> The meetings of the Commissions and Panels must be chaired by their President or his/her substitute and must satisfy the quorum requirements indicated in Art. 19 of the Statutes.
- <sup>5</sup> Presidents may decide to hold an open or a closed meeting after listening to the views of the members of their Commission or Panel. Only appointed members and honorary members of the Commission or Panel, FIM Vice-Presidents and honorary FIM Vice-Presidents, Presidents of the CONUs and the Chief Executive Officer may attend closed meetings. However, if the majority of the Commission or Panel agrees, the representative of an FMN or a CONU may attend a closed meeting if they do not have a member in that Commission or Panel, and if the Agenda includes an item that directly concerns them.
- <sup>6</sup> A person who is not a member of a Commission or Panel but who is allowed to attend a meeting may only speak if he/she has permission from the President to do so.
- <sup>7</sup> The costs of attending the meetings of the Commissions and Panels shall be borne by the members or their respective FMNs (with the exception of those of the President to be borne by the FIM).

## **XI. PROCEDURE DURING AN AG**

During a AG, 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 AG can only be attended by members and delegates. However, the President of the FIM may, with the prior approval of the CdD, grant access to the AG 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 AG.
- 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.

## **XII. 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 of the body concerned or his/her substitute has declared the meeting open. It shall be deemed closed after the President or his/her substitute has declared the meeting closed or if he/she leaves without asking to be replaced.

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

- a) The authority of the President shall be respected by all persons present and the President may request any person whose behaviour is judged to be improper to leave the room.
- b) The President shall give the floor to anyone who requests it. He/she 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 CdD, through FIM approved interpreters.

- d) If there is no simultaneous interpretation, sufficient time must be provided for consecutive interpretation.
- e) Whenever necessary, the President may impose a time limit for the discussion of items on the Agenda. In such cases, after the time allotted has elapsed, the President 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 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 organs 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).

### **XIII. EXTRAORDINARY MEETINGS**

<sup>1</sup> Extraordinary meetings of the CdD, Commissions and Panels may be held in an emergency or at the request of the BE, the Bureau of a Commission or Panel, or at least one third of the members of the Commission or Panel concerned. In such cases, the financial arrangements must be approved by the BE. Such meetings shall be subject to the same procedure as that applicable 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 the one 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 Chief Executive Officer who shall set a date within 30 days of the date the request was dispatched.

### **XIV. 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 SE by the deadline fixed in the Statutes. The SE shall be responsible for their translation into the other official language.

## **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 CdD 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 BE.

<sup>3</sup> The prize-giving ceremony may also be held at the Congress or Biennial Session.

## **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-Presidents of the FIM
- The Members of the CdD
- The Chief Executive Officer of the FIM
- The Presidents of Commissions
- The Presidents of Panels

<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-Presidents of the FIM
- The Chief Executive Officer of the FIM
- The President of the Commission concerned
- The President of the Jury or FIM Delegate
- The Members of the CdD
- The Presidents of the other Commissions
- The Members of the Commissions concerned
- The Presidents of the Panels
- The Members of the Panels concerned
- The Members of the other Commissions and Panels

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

## **XVII. THE FIM AWARDS**

### **XVII.I 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.

### **XVII.II 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.

### **XVII.III 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.

### **XVII.IV 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.

## **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 SE by 31 December, after which they shall be examined by the Awards Committee at the Conference Meetings.

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

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

An Awards Committee composed of 5 members, chosen each year from among the CdD, shall be entrusted with the task of awarding the FIM distinctions. This Committee must examine all suggestions submitted by an FMN, a CONU or a delegate, and shall put its final proposal to the CdD.

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

The proposals of the Awards Committee are examined by the CdD. The CdD may refuse the awarding of one or several distinctions. The distinctions approved by the CdD are submitted to the AG which approves or rejects them.

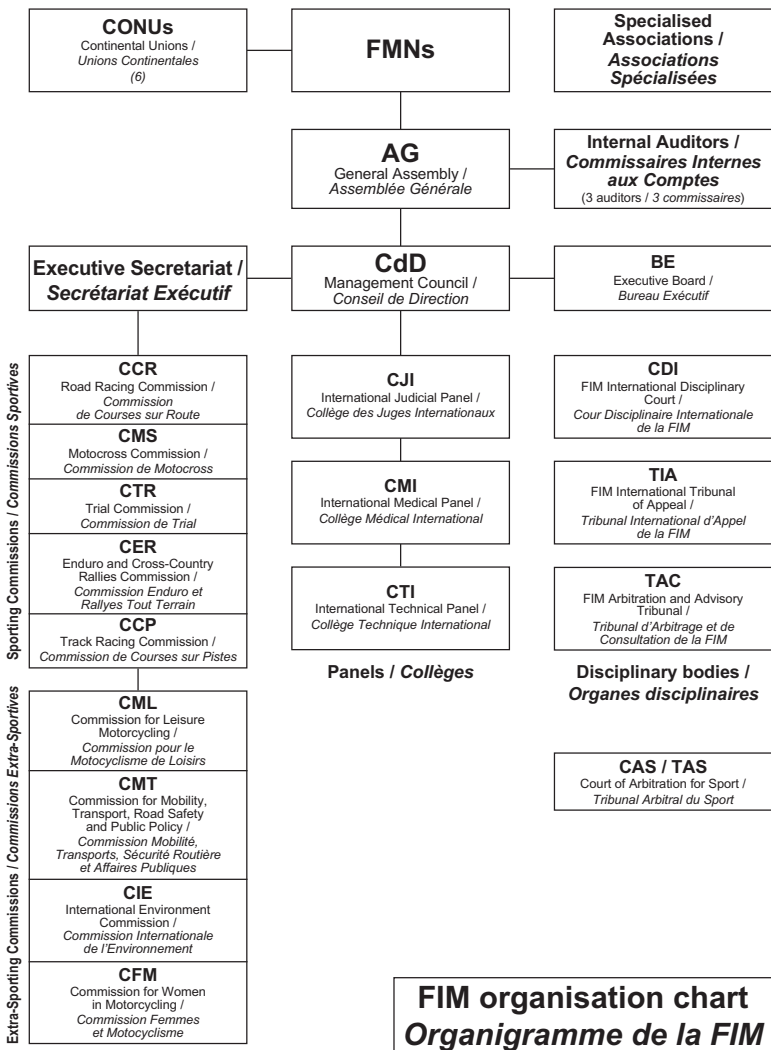
## **XXII. PRESENTATION OF FIM AWARDS**

The presentation of FIM Awards shall be made either at the Congress, the Biennial Session or the Conference Meetings. In exceptional circumstances, the CdD may decide otherwise.

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

These By-laws were adopted by the AG on 13 October 1997 and shall enter into force on 19 October 1998.

# FIM BODIES / ORGANES FIM



***Règlement Financier de la FIM***  
**FIM Financial Regulations**

**2010**

# FIM Financial Regulations

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Articles amended as from 01.01.2010 are in bold

# 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 Solidarity 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 (**excluding subsidies**) 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** or in **USD for the subsidies**.

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 Executive Secretariat, according to a modern cash management policy which is adapted to the needs of the FIM. This cash management policy is submitted by the Executive Secretariat for the approval of the Management Council.

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 Executive Secretariat to the Management Council 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 Executive Secretariat and the Management Council. 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 Solidarity Plan**

A Long-Term Solidarity Plan is drawn up and up-dated, in principle, each year by the Executive Secretariat before the Congress or Biennial Session according to the long-term financial policy guidelines decided by the Management Council.

### **2.2 Annual operating budget**

The annual operating budget is drawn up by the Executive Secretariat, according to the long-term financial policy guidelines decided by the Management Council and transcribed in the Long-Term Solidarity Plan (see Chapter 2.1 above). It is submitted to the Management Council 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 Management Council 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 Executive Secretariat 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 Management Council and transcribed in the Long-Term Solidarity Plan (see Chapter 2.1 above). It is submitted to the Management Council 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 Management Council 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 Executive Secretariat 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 Management Council 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 Executive Secretariat to the Executive Board Members as well as to the Internal Auditors. The Commission and Panel Presidents receive from the Executive Secretariat 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 Executive Secretariat.

## **2.6 Sales statistics**

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

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

#### **3.1 Commission and Panel Presidents**

Commission and Panel Presidents receive from the Management Council a draft budget for their Commission or Panel, which is part of the overall operating budget of the FIM, after consultation with the Commission and Panel Presidents. For expenses anticipated in the framework of the annual operating budget commitments may be made by the Commission and Panel Presidents.

The Executive Secretariat issues quarterly financial statements to each Commission and Panel President in order to identify the difference between the expenses and revenue entered in the accounts and the amounts entered in the annual operating budget. Any deviation from the budget must be notified to the Executive Secretariat as soon as the Commission or Panel President is aware of any deviation. Nevertheless, it is also the duty of the Executive Secretariat to draw the Commissions' and Panels' Presidents attention to any such budgetary deviation.

Furthermore, the Presidents of the Commissions and Panels are responsible for the verification of the accounts of their Commission and Panel, and have the necessary financial statements at their disposal in order to carry out this task.

#### **3.2 Commission and Panel Coordinators**

The Commission and Panel Coordinators assume the responsibility of the coordination of the sporting, accounting and budgetary activities of the Commission or Panel between the President and the Members of the Commission or Panel, on the one hand, and the FMNs, Organisers and Promoters on the other. Furthermore, the Commission and Panel Coordinators assure the link between the Commissions, the Panels and all departments of the Executive Secretariat.

#### **3.3 Executive Secretariat**

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

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

### **3.4 Management Council**

For certain investments or non-operating expenses that could not be foreseen in the budget, commitments may be made by the Management Council and taken out of the Working Fund of the Management Council established for this eventuality. This is available to the Management Council 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 Management Council 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 1st January each year.
- 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.

After a waiting period defined by the Management Council, a past due interest will be charged to the FMNs which have not settled their debt within the time limits as above. The FIM credits an interest to the FMNs whose accounts present a balance in their favour. The interest rates and past due interest as well as the waiting period are set by the Management Council. The calculation is made annually and an invoice or a credit note is issued on 31 December of the year concerned.

### **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 Executive Secretariat 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 Executive Secretariat, duly signed as approval, according to the instructions transmitted by the Executive Secretariat.

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 60 days 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 30 September automatically entails, as well as the suspension of the right to all FIM services, the loss of the right to vote at the Congress or Biennial Session, according to Article 14.1.2 of the Statutes.
- The Management Council may submit to the General Assembly the exclusion of an FMN whose statement of account at 30 September shows outstanding invoices that have remained unsettled for more than 720 days.
- No subsidy is granted to an FMN with payment arrears.
- The Executive Secretariat 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 (**excluding subsidies**) are fixed in **EUR** and are proposed by the Management Council and are ratified by the General Assembly and published by the Executive Secretariat by means of circular letters. In order to reduce the risk of error and possible subsequent protests, only requests reaching the Executive Secretariat by means of the order form provided to this effect are taken into consideration.

Without special mention on the order form, dispatches to the FMNs are sent by normal mail, by means of the international postal network. The use of a quick courier service must be specifically requested on the order form and the relating cost is invoiced to the FMN, either on the invoice accompanying the goods supplied or quarterly in a grouped manner.

FIM services can also be suspended, upon decision from the Management Council 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 Subsidies

### 5.1 Objectives of the FIM subsidies' system

The FIM subsidies' system must meet the following criteria:

- Be as fair as possible to all the FMNs 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 subsidies to be allocated.
- Permit the FIM to know which amounts are allocated to which FMN.

### 5.2 General points relative to the calculation of subsidies allocated by the FIM

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

- Direct payments to the FMNs organising sporting events
- Subsidies to the CONUs
- Allocations to a Reserve Fund for the Promotion of Motorcyclists' Activities.

### 5.3 Subsidies in the form of direct payments to the FMNs organising sporting events

Subsidies in the form of direct payments are allocated to the FMNs organising World Championships and FIM Prize events covered by a contract with a promoter, in conformity with a breakdown of subsidies and direct payments decided by the Management Council and published on the FIM website. These subsidies are defined in **USD**, accounted for in **EUR converted at the daily exchange rate**, or paid in USD.

These subsidies 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 Road Racing World Championship Grand Prix receive a subsidy of USD 115'000.-. This subsidy is paid on 15 July for the FMNs organising a Road Racing Grand Prix between 1<sup>st</sup> January and 30 June, and 15 December for the FMNs organising a Road Racing Grand Prix between 1<sup>st</sup> July and 31 December. For obvious reasons of security, the FMNs organising a Road 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 Management Council, 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 Subsidies to CONUs**

The amount of the annual subsidies available for all of the CONUs is decided by the Management Council and published by way of a circular letter. The sharing of the total amount of this subsidy between the different CONUs is made according to a system of units. The number of units allocated to each CONU is decided each year by the Management Council. These subsidies are defined **in USD**, accounted for **in EUR converted at the daily exchange rate**, or paid in USD.

The payment of this subsidy is made 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**

CONUs must submit to the Executive Secretariat 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.

## **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 6.3.2 below.

## **5.7 Conditions to benefit from a subsidy of the Fund for the Promotion of Motorcyclists' Activities**

The following preliminary conditions must be fulfilled so that the FIM can consider a subsidy request:

- In the case where the beneficiary of a subsidy is an FMN, the latter must have no payment arrears with the FIM. If this is not the case, each one of the FMNs must negotiate a reimbursement plan with the FIM in order not to lose the right to services.
- The FMNs or CONUs wishing to benefit from a subsidy must submit in due time, a written request, using the standard form, available at the FIM Executive Secretariat, including the following elements:
  - 1 Description of the project
  - 2 Budget for the project
  - 3 Undertake to submit an activity report at the end of the project, by using the standard form, available at the FIM Executive Secretariat
  - 4 Undertake to spontaneously inform the FIM of the use made of the funds
  - 5 Return to the FIM the subsidy agreement duly signed and conform to it during the whole project.
- The beneficiaries of the subsidy must invest, alongside the FIM, resources according to their own means, to permit the project to be carried through to a successful end. It is the responsibility of the "Committee for the Management of FIM Reserve Funds" to determine and follow the percentage of participation required on behalf of the beneficiary of the subsidy.
- Exceptions apart, requests must reach the "Committee for the Management of FIM Reserve Funds" by 1st September at the latest. Decisions concerning the allocation of the amounts to the different projects will be communicated to the FMNs and/or CONUs concerned by 31 December.

- The participation of the FIM to the project will be paid as follows:
  - 1/3 after the decision to allocate a subsidy and upon written request from the FMN or CONU beneficiary of the subsidy to the Executive Secretariat with copy to the respective Internal Auditor, provided that the subsidy agreement was signed beforehand.
  - 2/3 at the end of the project after study and approval of the project's management report and accounts and on written request from the FMN or CONU beneficiary of the subsidy to the Executive Secretariat with copy to the respective Internal Auditor.
- All projects must be approved by the "Committee for the Management of FIM Reserve Funds" and the accounts of the project must at all times be made available by the FMN or CONU beneficiary of the subsidy to the Internal Auditors, who may inspect them and report to the General Assembly and/or to the appropriate FIM organs.
- Whenever the realisation costs of the project decrease, the amount of the subsidy granted by the FIM also decreases proportionally by using the percentage of financing by the FIM as defined at the moment of the approval of the project.
- The effective costs of the project must be integrally recorded in the official accounting of the FMN or CONU beneficiary of the subsidy (CONU or FMN) and a copy of the General Ledger of the official accounting of the FMN or CONU beneficiary of the subsidy for the item concerned must be enclosed with the management report.

## **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 Vice-President in charge of finance and an Internal Auditor. A manager from the Finance and Accounting Department officiates as Secretary of the "Committee for the Management of FIM Reserve Funds". It is to be noted that the Internal Auditor and the manager in charge of the Finance and Accounting Department take 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 one-off activities - at the request of CONUs and/or FMNs that are concerned about carrying them through to a successful conclusion - for which financial assistance from the FIM is necessary. 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 subsidy from this Fund are described in paragraph 5.7 of the current Regulations.

### **6.3.2 Working Fund of the Management Council**

This Fund corresponds to an amount available to the Management Council 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 Management Council 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 Management Council 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 approved by the Management Council and part of it is reserved for the Early Retirement Fund for FIM staff. 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 Management Council 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 Management Council 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 Management Council or the Executive Board. This Fund is maintained and developed by means of the allocation of fines except those that are statutorily allocated to the GP Benevolent Fund. 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.

### **6.3.5 Development Fund for Motorcycling and the FIM**

This Fund corresponds to an amount available to the Management Council for activities linked to the long-term development of motorcycling and the FIM, as much in the field of its infrastructure as in its research for new activities. 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 capital funds are the following:

### **6.3.6 Headquarters Extension Reserve Funds**

This Fund corresponds to an amount available to the Management Council for the financing of the extension of the FIM headquarters. Funds can be released, in case of necessity, by decision of the Management Council 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. When the extension work is over, the balance of the Fund 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 1<sup>st</sup> January of each year.

### **7.2 Licences**

The prices are fixed in **EUR** by the Management Council and ratified by the General Assembly. The validity as well as the official order form for licences are published each year by way of a circular letter. As a general rule, the FIM edits and sells licences to the riders **and** officials by the intermediary of the FMNs. For those FMNs wishing to do so, the FIM delegates its authority to the FMNs to issue riders' licences whose validity is limited to international events, with the exception of World Championship, FIM Prize and Continental Championship events.

Riders' licences issued by the FIM and invoiced to the FMNs may be returned to the FIM by 15 December of each year, provided they are absolutely blank. The postal stamp in the country of dispatch determines whether the licences were returned within the deadline. The licences thus returned within the deadline are credited to the FMN with a document date corresponding to 31 December at the latest.

Annual riders' licences for World Championships and FIM Prize events, issued by the FIM, through an FMN, in principle entitle their holders to receive one Yearbook as well as one set of rules consisting of a basic set as well as a set of rules and regulations concerning the discipline in question. A circular letter, published each year related to the order of free FIM publications, states the number of Regulations booklets and Directories that FMNs are entitled to receive as well as the shipment conditions for these brochures. Freight costs, customs and importation duties in relation to the shipment of the Yearbook and rules are to be borne by the FMNs.

Manufacturers' licences **and** accessories manufacturers' licences are sold either directly or by 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.

One Yearbook as well as one set of rules consisting of a basic set as well as a set of rules and regulations concerning the discipline in question, are sent by the Executive Secretariat, together with the licence, to the holders of a manufacturer's or accessory manufacturer's licence.

Each participant in a seminar who:

- has been registered for a seminar by their FMN by means of the official form provided for this eventuality and
- has successfully passed the test and
- for whom the participant's FMN has agreed that a licence be issued by approving the list of results within the prescribed deadline

is entitled to receive an official's licence as well as a complimentary copy of the Yearbook and a complete set of rules per year concerning the discipline in question during the entire length of time the licence is valid.

These rules and Yearbook are distributed to the participants in the seminar, if available at that time. The rules and Yearbook of the subsequent years during the validity of the licence are shipped automatically by the Executive Secretariat to the FMN of the official in question. Freight costs, customs and importation duties in relation to the shipment of the Yearbook and rules are to be borne by the FMNs.

In the eventuality that one of the conditions above is not respected, the official's licence cannot be issued. This licence is valid for the year during which the seminar takes place and the two following years if the seminar takes place prior to the Congress or Biennial Session and for the three years following the seminar if the seminar takes place after the Congress or Biennial Session. It is invoiced by the Executive Secretariat to the FMN concerned, in accordance with the tariffs in force decided by the General Assembly.

For each dispatch of licences, regardless of the type of licence, a participation in the postal and mailing costs is invoiced. FMNs wishing to minimise those postal charges at their expense, may request that several orders be sent together.

### **7.3 Registrations to the calendar**

The registration fees, defined in **EUR**, for the different events in the calendar are fixed by the Management Council and ratified by the General Assembly and are published by the Executive Secretariat 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 Management Council 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 Management Council 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 7.6 below), including the medical inspections carried out during the running of an event. Nevertheless, the costs of intermediary inspections must be borne by the FMNR concerned and are, thus, not included in these registration fees.

Each registration fee to the calendar for an event counting towards a World Championship or a FIM Prize for the past year gives the right to a complimentary copy of the Yearbook of the current year.

Freight costs, customs and importation duties in relation to the shipment of the Yearbook and rules are to be borne by the FMNs.

#### **7.4 Equal treatment**

Equal treatment, defined in **EUR**, is a system of financial harmonisation aimed at making each FMN organising a round of a World Championship comprising events in Europe and overseas, and for which an equal treatment is provided for in the rules of the Commission concerned, participate in the transport cost of motorcycles as well as the riders' travel expenses and one person from their personnel.

The registration fees published by the FIM for World Championships, for which an equal treatment is provided for, include the registration fees strictly speaking and the equal treatment 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.

For certain World Championships being the object of a commercial contract with a promoter, the FIM may be called to subcontract the whole of the arrangements linked to equal treatment to the promoter in charge of this World Championship. It is recommended that FMNs organising an overseas round of a World Championship to which equal treatment applies, contact the Executive Secretariat for more information.

## **7.5 Codes, rules and publicity items**

The selling prices, defined in **EUR**, of the different codes, rules and publicity items that can be ordered by the FMNs are fixed by the Management Council and ratified by the General Assembly and are published by the Executive Secretariat each year by way of a circular letter.

One Yearbook as well as one set of rules consisting of one basis set as well as one set of rules and regulations concerning the discipline in question, are sent automatically and free of charge by the Executive Secretariat to the FMNs, the CONUs as well as to the members of the Commissions and Panels. Freight costs, customs and importation duties are to be borne by the FIM.

For each dispatch of rules payable by the FMN, a participation in the postal and mailing costs is invoiced. These FMNs wishing to minimise these postal charges at their expense, may request that several orders be sent together. Freight costs, customs and importation duties are to be borne by the FMNs.

## **7.6 Inspections**

During inspections of tracks or circuits, the costs of transport and accommodation of the inspectors are borne by the FIM when it is the final inspection. When the inspection is not final, these costs are invoiced to the FMNR, by way of the quarterly invoice of amounts payable by the FMN and are therefore not included in the registration fees. When it concerns 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 whether the inspection is final or not.

The costs pertaining to a medical inspection taking place during the event are borne by the FIM and are included in the registration fees.

When a track or circuit is homologated without a race being included in the calendar of the current or the coming year, the final inspection costs are also later invoiced to the FMNR.

## **7.7 Seminars**

### **7.7.1 CCR, CMS, CTR, CER and CCP Seminars**

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

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

- The applications must be submitted to the Executive Secretariat before 1<sup>st</sup> October of the preceding year.
- The minimum number of participants in the seminar wishing to obtain the licence will be established by the Sports Director and the President of the Commission concerned.

The selection and the calendar of the seminars whose costs are to be borne by the FIM will be made by each Commission, in coordination with the FMN concerned.

In addition, the transport and accommodation costs of the instructor are borne by the FIM for a seminar per Sporting 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.

The travel and accommodation expenses of the instructor for any additional seminars are at the expense of the organising FMNs. One Yearbook and one set of the rule books required for the participation in the seminar are supplied free of charge by the FIM to each participant, if available at that time. A contribution towards the postal and mailing costs is invoiced to the FMN organising the seminar.

#### **7.7.2 CIE, CMI, CTI Seminars**

For the International Environment Commission (CIE) and for the International Medical (CMI) and International Technical (CTI) Panels, the transport and accommodation expenses for the instructor are borne by the FIM for one seminar, every three years, for FMNs regularly organising an event counting towards the World Championship and/or FIM Prize.

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

- The applications must be submitted to the Executive Secretariat before 1<sup>st</sup> October of the preceding year.
- The minimum number of participants in the seminar wishing to obtain the licence will be established by the Sports Director and the President of the Commission/Panels concerned.

The selection and the calendar of the seminars whose costs are to be borne by the FIM will be made by the Commission and Panels concerned, in coordination with the FMN concerned.

In addition, the transport and accommodation costs of the instructor are borne by the FIM for a seminar for the International Environment Commission (CIE) and for the International Medical (CMI) and International Technical (CTI) Panels, per continent and per year for FMNs that do not organise an event counting towards the World Championship and/or FIM Prize.

The travel and accommodation expenses of the instructor for any additional seminars are at the expense of the organising FMNs. One Yearbook and one set of the rule books required for the participation in the seminar are supplied free of charge by the FIM to each participant, if available at that time. A contribution towards the postal and mailing costs is invoiced to the FMN organising the seminar.

## **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 established by the Management Council. Following the Conference Meetings, the Executive Secretariat draws up a list of all the appointed or elected members to whom the Commissions and Panels have entrusted a duty - with the approval of the Management Council – 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 meetings of the Commissions take place at least twice a year, as a general rule during the Conference Meetings and the Congress or Biennial Session. During these meetings, the travel and accommodation expenses of the appointed and elected members are not borne by the FIM.

The FIM bears the cost of the expenses incurred by the Members of the Management Council when they attend official meetings or when they fulfil special duties that the Management Council has assigned to them. The FIM also bears the cost of the expenses of the Commission and Panel Presidents, when these latter have been invited to attend meetings of the Management Council.

### **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 FIM Executive Secretariat 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 Executive Secretariat) 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 FIM Executive Secretariat 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 train**

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.

Generally speaking, the maximum length of car rental is 4 days.

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.). If a trip is made by private car or motorcycle, the number of days reimbursed is limited to 4 days.

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 for a maximum of 4 days.

### **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 the 4 days mid-week 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, bus, 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 125'000.–
Capital in case of permanent invalidity:	CHF 125'000.–
Medical expenses and repatriation:	CHF 5'000'000.–
Complementary capital, in case of death, when travelling with an air ticket ordered from the FIM appointed travel agency, up to:	CHF 750'000.–

### **8.5 Basic Allowance to Management Council Members and Internal Auditors**

The President of the FIM, the Management Council Members as well as the Commission and Panel Presidents 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 Management Council to perform a specific task.

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# ***Code Sportif* / Sporting Code**

**2010**



# SPORTING CODE 2010

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## GLOSSARY

Of FIM acronyms, terms, definitions and abbreviations (not exhaustive)

<b>Appendix(ces):</b>	Specific rules in addition to the Sporting Code (SC)
<b>Appropriate Commission:</b>	Composed according to the contract with the FIM promoter contract or FIM Sporting Commission (in French: Commission compétente)
<b>Calendar:</b>	FIM Calendar of sporting meetings run under the authority of the FIM
<b>Category:</b>	– of meetings: International Meetings, World Championship (WC) with or without a promoter, etc
<b>Class(es):</b>	type of motorcycles according to cylinder capacities
<b>Classic Events:</b>	historical and traditional motorcycle events
<b>Classification:</b>	ranking, results of participants in a meeting
<b>Clerk of the Course:</b>	Official (in French: Directeur de Course)
<b>Competitor:</b>	rider (American - not used in the Sporting Code)
<b>Continental Meeting:</b>	Meeting restricted to riders of one continent
<b>CONU:</b>	Continental Union(s)
<b>Continental Union:</b>	Group of FMNs pertaining to the same continent and recognised by the FIM
<b>Discipline:</b>	Type of competition, e.g. Road Racing, Motocross, Trial, Enduro, Track Racing
<b>Driver:</b>	drives a sidecar
<b>Event Management:</b>	Group of Officials in Road Racing (in French: Direction de Manifestation)
<b>Executive Board:</b>	Reduced FIM executive body. (in French: Bureau Exécutif)
<b>FMN:</b>	National Motorcycling Federation, affiliated member of the FIM
<b>FMNR:</b>	National Federation organising a meeting
<b>IMN:</b>	a number given to a registered meeting in the FIM Calendar
<b>International Jury:</b>	Group of Officials composing the arbitral body of a meeting (in French: Jury International)
<b>International Meeting:</b>	organised by an FMNR for riders holding an International Licence (in French: Manifestation Internationale)
<b>Licence(s):</b>	FIM -, for Participants (see under Participant), for Officials
<b>Management Council (CdD):</b>	Executive body, direction of the FIM
<b>Manufacturer:</b>	holds a FIM Licence to participate in a WC
<b>Meeting:</b>	FIM term for an event (in French: Manifestation)

<b>National Meeting:</b>	organised by an FMNR for riders holding a national or International Licence
<b>National team:</b>	a group of riders with the same nationality appointed by their FMN
<b>Official(s):</b>	person(s) in charge of a function during a meeting
<b>Organiser:</b>	may be for e.g. an FMNR, a club, a promoter, a circuit owner
<b>Paddock:</b>	Enclosure reserved in the environs of the circuit for all participants and suppliers (in French: parc des coureurs)
<b>Parc fermé:</b>	Enclosure to keep the motorcycles under the custody of the organiser
<b>Participant:</b>	is a FIM Licence holder, e.g. rider, passenger, Trial assistant, manufacturer, sponsor
<b>Passenger:</b>	accompanies the driver of a sidecar as a participant
<b>Permanent Bureau:</b>	composed according to the contract with a FIM promoter
<b>Practice:</b>	training prior to a meeting / WC (in French: essais)
<b>Prize Event:</b>	FIM meeting with Award or Cup
<b>Promoter:</b>	FIM contractual TV & Marketing agent, may also be organiser
<b>Race Direction:</b>	Group of Officials composing the arbitral body in Road Racing (in French: Direction de Course)
<b>Race Director:</b>	Official (in French: Directeur de l'Epreuve)
<b>Regulations:</b>	rules governing FIM WC and Prize Events in partnership with a FIM promoter
<b>Rider<sup>1</sup>:</b>	participant driving a vehicle in a FIM discipline
<b>Series:</b>	Series of International Meetings
<b>Sponsor:</b>	holds a FIM Licence to enter riders under its trademark
<b>Sporting Code (CS):</b>	set of rules governing all FIM meetings
<b>Stewards:</b>	Officials composing the arbitral body in Road Racing (in French: Commissaire)
<b>Supplementary Regulations (SR):</b>	specific information and rules complementary to the SC and Appendices
<b>Support race:</b>	authorised unofficial race during an International Meeting or WC
<b>Terms of reference:</b>	list of Officials' duties (in French: Cahier des charges)
<b>World Championship (WC):</b>	Series of meetings counting towards a World Championship with or without a FIM promoter
<b>World Records:</b>	are homologated by the FIM according to the specific appendix

<sup>1</sup> Rider means also the driver of a sidecar

**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.

Notwithstanding the competence of the Court of Arbitration for Sport (CAS), an appeal to the ordinary courts remains open to the extent that such an appeal is necessary in order to guarantee the application of imperative rules, inclusive of those of the European Union law.

#### **4 INTERPRETATION OF FIM RULES**

In case of dispute regarding interpretation of the Sporting Code, the authoritative interpretation is determined by the Management Council.

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 Executive Secretariat with the date of enforcement.

Any modification or addition to the Appendices after approval by the Management Council following the recommendation of the relevant Sporting Commission or Panel, will be published by the Executive Secretariat 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 Executive Secretariat 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 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 12.4 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 CONU 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.

Approval of a classic title is granted by the Management Council 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).

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

#### **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 open to riders holding a licence issued by the FMNR, or riders holding national licences issued by another FMN.

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 road 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 Management Council 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 Management Council 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 Management Council.

The titles of Continental Championships recognised by the FIM are the property of the relevant CONU pursuant to Article 12.4.b of the Statutes.

## 10.8 CIRCUIITS, 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 Executive Secretariat at least two months before the start of the Event.

The Supplementary Regulations must be approved by the FIM.

<b>20</b>	<b>THE FIM CALENDAR</b>
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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 Management Council 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 Management Council considers that it would be against the interests of the sport to accept both of them, then the oldest event registered to date will have priority if no negotiated solution is possible. The Management Council 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 Executive Secretariat before January 31<sup>st</sup> of the preceding year.

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

During the Conference Meetings, 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 Management Council.

### **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 Management Council 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 Executive Secretariat of any objection to the Calendar.

The Management Council 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 Management Council, the FIM Calendar is announced by the Executive Secretariat and published in the FIM **Yearbook** and website.

The Executive Secretariat shall convene a pre-calendar conference involving the respective FIM promoters during the course of the preceding sporting season. The Management Council 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 Management Council may make exceptions.

### **20.1.4 Classic Events**

The FMNRs must submit applications to the Executive Secretariat for all Classic Events with details of classes, before November 30th of the preceding year for publication in the FIM **Yearbook** and website.

### **20.1.5 International Meetings**

The FMNRs must submit applications to the Executive Secretariat for all International Meetings with details of classes, before November 30th of the preceding year for publication in the FIM **Yearbook** and Website.

Any organiser wishing to set up a sporting motorcycling meeting under the authority of the FIM, shall respect the Sporting Code, its Appendices and Regulations.

Any request for the inscription of a new meeting implies the acceptance of the FIM jurisdiction by the organiser and must be submitted to the Executive Secretariat.

The inscription of a meeting that conforms to the Sporting Code and its Appendices and Regulations may be refused only if the denial is necessary in order to allow the motorcycling sport to be practised in complete safety, equity and regularity. Any refusal of inscription must be duly justified.

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

### **20.1.6 Continental Meetings**

The CONUs must submit applications to the Executive Secretariat for all Continental Meetings with details of classes, before November 30th 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 a 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 Management Council, who will make a final decision.

If it is absolutely impossible for an FMN to accept the date allocated by the FIM at the Conference Meetings, the FMN concerned may, before September 30<sup>th</sup>, 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 Congress or the Biennial Session.

If the new date application is refused by the Commission and this refusal is confirmed by the Management Council, 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 Management Council 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 Conference Meetings.

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 Management Council 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 Management Council.

Changes of venue, circuit or track may be accepted by the Management Council 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 November 30th 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 November 30th 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 Executive Secretariat 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 Management Council and approved by the General Assembly (see also Art. 14.1.7p of the Statutes).

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

- after October 31<sup>st</sup>, but until December 31<sup>st</sup> of the preceding year, inscription fee to be surcharged: 50%
- after December 31<sup>st</sup> 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 Management Council.

### **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 Management Council and approved by the General Assembly (see also Art. 14.1.7p 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.

### 30.1 FIM WORLD CHAMPIONSHIPS AND PRIZE EVENTS

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

##### Road Racing

- FIM World Championship Grand Prix for riders and manufacturers
- FIM Superbike World Championship for riders and manufacturers
- FIM Supersport World Championship for riders and manufacturers
- FIM Endurance World Championship for teams and manufacturers
- FIM Sidecar World Championship for riders and passengers

##### Motocross

- FIM MX1-MX2-MX3 World Motocross 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 and national teams
- FIM Supercross World Championship for riders and manufacturers
- FIM SuperMoto **S1** 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

##### Trial

- FIM Trial World Championship 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 Indoor 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 Cross-Country Rallies World Championship for riders and manufacturers **450cc**
- **FIM Cross-Country Rallies World Championship for riders and manufacturers over 450cc**

## Track Racing

- FIM Speedway World Championship Grand Prix
- FIM Speedway World Championship Grand Prix Qualification Meetings
- FIM World Championship Track Racing Sidecar 1000cc
- FIM Speedway **under 21** World Championship
- FIM Team Speedway **under 21** World Championship
- FIM Ice Racing World Championship
- FIM Team Ice Racing World Championship
- FIM Long Track World Championship
- FIM Team Long Track World Championship
- **FIM Speedway World Cup (for national teams)**

### 30.1.2 FIM Prizes

- IM Superstock 1000cc Cup
- FIM Endurance World Cup for teams and manufactures – Superstock
- FIM MotoGP Rookies Cup
- **FIM e-Power International Championship**
- FIM Veteran Motocross World Cup
- FIM Junior Trial World Cup
- FIM Youth Trial Cup 125cc
- FIM Trial International Trophy des Nations
- FIM Youth Enduro Cup 125cc 2-strokes
- FIM Indoor Enduro World Cup
- **FIM Women's Enduro World Cup**
- FIM Cross-Country Rallies World Cup - Women
- FIM Cross-Country Rallies World Cup – Quads
- FIM Speedway Youth Gold Trophy, 80cc class
- **FIM Speedway Youth Gold Trophy, 250cc class**
- FIM Grass Track Youth Gold Trophy 125cc
- **FIM Long Track Youth Gold Trophy 250cc**

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

The Management Council 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 Management Council 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 Management Council 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 Management Council, 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) an appropriate 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 Commissions or Panels 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 or CONUs are held directly responsible to the FIM for the organisation of meetings allocated to them, whether or not these meetings are organised by the CONU or the FMNR itself.

### **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 and the appropriate FIM Rules and Supplementary Regulations.

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

#### **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 Management Council 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 Management Council.

Following the proposal of the appropriate Commission, the Management Council 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.

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

The direction and control of meetings, as well as the judicial 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
- Race Director
- Members of the Race Direction
- Safety Officer
- Clerk of the Course
- Referee
- FIM Technical Steward
- Technical Director
- Timekeeper
- FIM Delegates and/or FIM Representatives
- FMN Delegate/Sporting Steward
- Chief Medical Officer (CMO)
- Medical Director
- FIM Medical Representative
- Secretary to the Jury
- Officials and marshals in charge of safety and running of the event
- FIM Environmental Delegate
- Environmental Steward
- Starter

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.

#### **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 Management Council 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.

<b>50 INTERNATIONAL JURY AND FIM STEWARDS</b>
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#### **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 Management Council 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 Management Council, the Presidents of the permanent Commissions and Panels, 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 shall be appointed by the Management Council.

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 have been appointed, then the panel 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 on any appeal against a decision of the Race Direction, pursuant to the Regulations applicable.

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.

Members 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 to object to their publication worldwide.

### **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 with the prior approval of the International Medical Panel. Under no circumstances, the minimum age of a rider competing in a meeting governed by FIM regulations shall be under 12 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**

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.

## **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.

## 70.1 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 Executive Secretariat 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.

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.

<sup>2</sup> The rider's Licence for FIM World Championships and Prize Events is established in accordance with the relevant Appendices and Regulations of the discipline in which the rider takes part.

- <sup>3</sup> The FIM passenger's Licence is valid only for participation as a passenger.
- <sup>4</sup> 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.
- <sup>6</sup> Before issuing a FIM Licence valid for FIM Championships, Prize Events 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. Such approval will be given only once for the period of validity of the licence. 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.
- <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 two types of international manufacturers' licence:

Blue licence: Reserved for manufacturers producing more than 5'000 motorcycles (2 wheels) per year.

Green licence: Reserved for manufacturers producing less than 5'000 motorcycles (2 wheels) 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 Executive Secretariat before 31 December of the preceding year.

### 70.2.4 FIM licence for accessories' manufacturers

The FIM issues two different categories of international licence to manufacturers of accessories:

- One licence exclusively for original equipment manufacturers intended for the motorcycles (i.e. tyre manufacturers, fuel and lubricant producers, etc.)
- One licence exclusively for manufacturers of other categories of accessories intended to equip or provide technical assistance to the riders (i.e. helmet constructors, boots and gloves' manufacturers, etc.)

Manufacturers of accessories wishing to have their products homologated by the FIM should be holders of an international FIM accessories' manufacturers Licence.

### 70.2.5 FIM team licence

The FIM issues an international **Team** Licence which **entitles teams** to enter riders under their **name** at **FIM World Championships and Prize Events**.

**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.**

### **70.3 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.

**100.1 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 modify 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.

**110.1 THIRD PARTY LIABILITY INSURANCE****110.1.1 Third Party Liability Insurance for International Meetings or FIM World Championships and Prize Events without a FIM promoter**

The organiser of a FIM Championship, Prize Event or International Meeting must provide the FIM Executive Secretariat, 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 those 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 is defined from time to time by the Management Council 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 Executive Secretariat 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 they 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.

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.

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## **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.

<b>130</b>	<b>BEGINNING AND RUNNING OF A MEETING</b>
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**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.

<b>140</b>	<b>AFTER THE MEETING</b>
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**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 Executive Secretariat are stated in the relevant Appendices and Regulations.

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***Code Disciplinaire et d'Arbitrage***  
**Disciplinary and Arbitration Code**

**2010**



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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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# 2009 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
- disqualification
- withdrawal of Championship points
- suspension
- exclusion

### 2.1 Definition and application of penalties

- **warnings:** can be made privately or publicly
- **finest:** cash penalty
- **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
- **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
- 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

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 JUDICIAL PANEL (CJI)**

The International Judicial Panel (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 Judicial Panel shall consist of members nominated by FMNs. Each FMN may nominate one or two members having the nationality of that FMN. The appointments shall be confirmed by the General Assembly for 4-year periods.

### **3.2.2 Qualifications**

In order to qualify for appointment to the International Judicial Panel, 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 President and Vice-Presidents**

At the Congress or at the Biennial Session, the CJI President is appointed by the Management Council and confirmed by the General Assembly for a 4-year period. The CJI members shall elect one or two Vice-Presidents in compliance with Art. 14.7 of the Statutes. The CJI President, or in case of his non-availability the CJI Vice-Presidents, 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 CdD accepts the reason for such absence.

### **3.2.5 Procedures**

The President or the Vice-Presidents, 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 President or the Vice-Presidents consider that a reasonable objection is made, he/they 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 President of the International Judicial Panel (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 or, in the case of an International Meeting, by a FMNR following an appeal in first instance.

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 Management Council 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 most 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 President of the International Judicial Panel (according to Article 3.2.3).

#### **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 President of the International Panel 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 Executive Secretariat 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, 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 Road Racing World Championship Grand Prix                     | <b>EUR 600.–</b> |
| – in Road Racing Championships and Prize Events                    | <b>EUR 600.–</b> |
| – in Motocross Championships and Prize Events                      | <b>EUR 600.–</b> |
| – in Cross-Country Rallies   | <b>EUR 120.–</b> |
| – in Trial, Enduro and Track Racing Championships and Prize Events | <b>EUR 30.–</b>  |
| – in FIM International Meetings                                    | <b>EUR 30.–</b>  |

#### 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** or the Referee in any International Meeting other than FIM Championships and Prize events: in the first instance to the FMNR.
- Against a decision of an FMNR: to the CDI.
- 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 FMNR or CDI) – 5 days
- against a decision of the FMNR or 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 Executive Secretariat and postmarked within the deadlines specified in Article 4.6.

The correct security deposit for appeal must be paid in to the Executive Secretariat or to the FMNR, as the case may be, within the deadlines specified in Article 4.6.

Within 10 days following the notice of appeal the appellant assigns to the Executive Secretariat 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 President, or, in case of his non-availability, the CJI Vice-Presidents, are 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 Management Council.

The current amounts are:

- Security deposit for **an** appeal against a decision of the International Jury or the Referee before the FMNR  
**following** International Meetings **EUR 150.–**
  
- Security deposit for **an** appeal before the CDI or TIA  
**following** a FIM Meeting **EUR 1200.–**

### 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 FMNR must be convened to examine an appeal not later than 15 days after the bringing in of the brief of appeal.
- 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 Executive Secretariat 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 Executive Secretariat.

## **7. RECIPROCITY OF PENALTIES**

As a consequence of the agreement of reciprocity concluded on April 30th, 1949 between the 4 organisations controlling motorised sports internationally, i.e. in addition to the FIM, namely:

- 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 Management Council, after consultation with the CJI President 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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