



INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT

TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS

The FIA's objective is to select an exclusive supplier whose task will be to ensure the production and delivery of the Power Unit **Pressure and Temperature Sensors** in the **2021, 2022 and 2023 seasons of the FIA Formula One World Championship** (hereafter referred to as "the Championship").

For reasons related to the regulatory stability of the FIA Formula One World Championship, the FIA may decide, at its absolute discretion and at the latest by 31 December 2022, that the exclusive supply contract may be extended to the 2024 and/or 2025 seasons of the Championship. All bidders are invited to confirm that they would be prepared to accept such an extension if required by the FIA.

Interested parties are hereby invited to tender to become the exclusive supplier of the Power Unit Pressure and Temperature Sensors for the Championship. The selected tenderer will be invited to enter into a contract with the FIA that will establish the terms of the tenderer's appointment as exclusive supplier. The exclusive supplier will supply the product directly to the teams (not to the FIA) under terms and conditions to be agreed.

Bids must be submitted to the FIA Administration by e-mail to the following address: tenderingprocedure@fia.com, in accordance with the FIA's "Invitation to Tender for sole supply contract - tendering instructions" available on the FIA's website: www.fia.com, apart from article 1.1.8 and article 3 which will not apply to the present invitation to tender. Bids which do not comply with these supply conditions will not be taken into consideration.

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

The FIA reserves the right at any time, without giving reasons therefore and at its sole discretion, to amend, modify or terminate this invitation to tender and the timeline below (including doing a further round of bids among all or part of the tenderers) and/or to issue a new invitation to tender. Moreover, the FIA reserves the right, without giving reasons therefore and at its sole discretion, not to select any tenderer and/or not to enter into a contract with the selected tenderer. In case the tenderer is directly or indirectly involved in the Championship (in particular if the tenderer is also a car manufacturer or competitor in the Championship), the FIA reserves the right to implement measures to ensure that the principles of sporting equality are respected.

Publication of invitation to tender:

18 December 2019

Tender submission date:

24 January 2020

Notification of decision:

End of February 2020

ADDITIONAL REQUIREMENTS

1. CRITERIA

Among other elements mentioned in these “Additional Requirements”, bids will be evaluated on the basis of the Technical Specifications (Appendix II) and other applicable regulations, robustness, quality and reliability of the Product, as well as sporting equity, industry expertise, safety and cost reduction.

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

2. TECHNICAL INFORMATION

Tenderers are invited to fill in the specifications tables contained in Appendix II.

3. DUE DILIGENCE

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

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

DRAFT CONTRACT FOR SUPPLYING PRESSURE & TEMPERATURE SENSORS
IN THE 2021, 2022 AND 2023 FIA FORMULA ONE WORLD CHAMPIONSHIP

BETWEEN

THE FEDERATION INTERNATIONALE DE L'AUTOMOBILE (FIA)

8 Place de la Concorde
75008 Paris

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

ON THE ONE HAND,

AND

[•]

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

ON THE OTHER HAND.

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

PART 1 - GENERAL CONDITIONS

RECITALS

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

1. APPOINTMENT AND SUPPLY

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

2. RELATIONS BETWEEN THE PROVIDER AND THE COMPETITORS

- 2.1 The PROVIDER shall treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.
- 2.2 The PROVIDER shall supply the PRODUCT to all COMPETITORS on equivalent terms. It shall enter into a standard SUPPLY AGREEMENT with each COMPETITOR.
- 2.3 All SUPPLY AGREEMENTS shall be fully compliant with the PRINCIPLES OF SPORTING EQUALITY, the CONTRACT, the SPORTING REGULATIONS, the TECHNICAL REGULATIONS and the TECHNICAL SPECIFICATIONS.

- 2.4 Each SUPPLY AGREEMENT requiring a COMPETITOR to purchase the PRODUCT for use at more than one COMPETITION shall include a clause permitting the COMPETITOR and/or PROVIDER to terminate the SUPPLY AGREEMENT without a penalty of any kind in the event of expiry or earlier termination of the CONTRACT.
- 2.5 If requested by the FIA, the PROVIDER shall supply a copy of each SUPPLY AGREEMENT in order to demonstrate that the PRINCIPLES OF SPORTING EQUALITY are maintained. With respect to the FIA, the PROVIDER hereby waives and confirms that it shall not assert or seek to rely on any confidentiality provision in any SUPPLY AGREEMENT or other agreement relevant to the supply of the PRODUCT to prevent the FIA from reviewing relevant agreements or carrying out its regulatory functions (including ensuring that the PRINCIPLES OF SPORTING EQUALITY are maintained).
- 2.6 The FIA may request amendments to a SUPPLY AGREEMENT if it considers that the SUPPLY AGREEMENT is not consistent or compatible with, or is otherwise contrary to, the PRINCIPLES OF SPORTING EQUALITY. For the avoidance of doubt, the PROVIDER's obligation to abide by the PRINCIPLES OF SPORTING EQUALITY shall not be limited or otherwise affected by the FIA's review of a SUPPLY AGREEMENT and/or a request for an amendment to be made.
- 2.7 In the event of uncertainty regarding whether any action taken or proposed to be taken by the PROVIDER may breach the PRINCIPLES OF SPORTING EQUALITY, the PROVIDER shall request guidance from the FIA, which shall make a determination in this regard. Where such a determination is made by the FIA, the PROVIDER's actions in complying with that determination shall be deemed to be in compliance with the PROVIDER's obligation in GENERAL CONDITION 2.1 to treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.

3. LIABILITY

- 3.1 Without prejudice to the FIA's other rights, the PROVIDER shall indemnify and hold harmless the FIA from and against all reasonably foreseeable losses incurred by the FIA as a direct result of the PROVIDER's:
- (a) failure to supply the PRODUCT of the requisite quantity;
 - (b) failure to supply the PRODUCT of the requisite quality;
 - (c) negligence in the supply of the PRODUCT; or
 - (d) any other default in the supply of the PRODUCT.
- 3.2 The PROVIDER represents and warrants that it is in a position to meet any liability that may arise under GENERAL CONDITION 3.1 above and hereby covenants to maintain such position for the period of time during which the PROVIDER may be liable.
- 3.3 Notwithstanding GENERAL CONDITIONS 3.1 and 3.2 above, the PROVIDER which enters into the CONTRACT will produce an attestation certifying that an insurance policy has been contracted in its name with a top-ranking international insurance company for covering its liability as PROVIDER for any and all action which might be taken to obtain compensation for prejudice caused by a manufacturing defect affecting the PRODUCT used pursuant to the CONTRACT.

4. WARRANTIES

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

5. TERMINATION

- 5.1 Notwithstanding any other provision hereof, either party may terminate the CONTRACT with immediate effect by written notice to the other if any of the following events occur:
- (a) the other party has committed a material breach of the CONTRACT which is not capable of remedy or, if remediable, has not remedied it within 14 days of the non-breaching party's written notice requiring the default to be remedied (for the avoidance of doubt, a breach by the PROVIDER of any of GENERAL CONDITIONS 1.2, 1.3, 2, 3 and 4.1 and any of the SPECIAL CONDITIONS is acknowledged by the parties to be a material breach);
 - (b) steps (including any steps analogous to those following) have been taken to wind up the other party or to place the other party into administration or to have a receiver appointed over any of its assets, other than as part of a scheme of solvent reconstruction or amalgamation; or
 - (c) the other party shall cease or threaten to cease carrying on business or the other party shall make any composition or arrangement with its creditors or become subject to any other insolvency process or proceeding (other than as part of a scheme of solvent reconstruction or amalgamation) or have all or any of its assets or undertakings seized by a government or governmental agency or authority (including any acts analogous to the above).

6. GOVERNING RULES

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

the PRODUCT, including the making of any changes to the PRODUCT to be supplied pursuant to the CONTRACT that may be necessitated by any amendment to the TECHNICAL SPECIFICATIONS or the GOVERNING RULES.

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

7. GOVERNING LAW AND LANGUAGE

- 7.1 The language that shall prevail for the interpretation of the CONTRACT shall be English and the CONTRACT and all documents connected with the CONTRACT shall be written in English. In the event of any conflict between the language of the CONTRACT and any translation thereof, the language of the CONTRACT shall prevail. In the event of any conflict between the language of any document connected with the CONTRACT and any translation thereof, the language of the document connected with the CONTRACT shall prevail.
- 7.2 The governing law of the CONTRACT shall be French law.
- 7.3 The Tribunal de Grande Instance de Paris, France, shall have sole jurisdiction to settle any dispute that may arise between the FIA and the PROVIDER in connection with the CONTRACT, subject at all times to the provisions of GENERAL CONDITION 6.4.
- 7.4 Without any prejudice to GENERAL CONDITION 7.3 above, the PROVIDER undertakes to strictly respect the Statutes and Code of Ethics of the FIA as well as the GOVERNING RULES. The PROVIDER hereby agrees to be subject to the internal judicial and disciplinary bodies of the FIA.

8. GENERAL

- 8.1 Nothing in the CONTRACT guarantees or shall be construed as guaranteeing the solvency of a COMPETITOR. The FIA is not responsible for ensuring that the COMPETITORS satisfy the terms of the SUPPLY AGREEMENTS and the FIA shall not be liable for a failure by any COMPETITOR to satisfy the terms of a SUPPLY AGREEMENT.
- 8.2 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof.
- 8.3 The CONTRACT shall be binding on and enure to the benefit of the parties and their respective successors and permitted assigns. The PROVIDER shall not be entitled to assign or sub-contract its rights or obligations under the CONTRACT in whole or in part without the prior written consent of the FIA. In case of sub-contracting, the PROVIDER remains fully liable for the performance of any part of this Contract and any damages caused by its sub-contractors.
- 8.4 Any public communications or press releases by the PROVIDER related to the CONTRACT shall be discussed in advance and approved in writing by the FIA.

- 8.5 Any notice to be given under the CONTRACT shall be given in writing delivered to the other party by any one or more of the following methods:
- (a) personal delivery to one of its corporate officers, in which case notice shall be treated as having been given at the time of such personal delivery;
 - (b) first class registered post or courier delivery service (such as DHL or UPS) to the address mentioned above (or such other address as may be notified to the other party in writing from time to time), in which case notice shall be treated as having been given on the date of actual receipt at that address (or on the next local business day if delivered on a local non-business day or after 4.00 p.m. local time on a local business day), which shall rebuttably be presumed to be the second local business day after posting.
- 8.6 Any variations of the CONTRACT shall be ineffective unless agreed in writing and signed by the parties.
- 8.7 If any term, provision or condition of the CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable such invalidity, voidness or unenforceability shall not invalidate the remainder of the CONTRACT, all of which shall remain in full force and effect.
- 8.8 The CONTRACT may be executed in any number of counterparts (whether original or facsimile counterparts) and upon due execution of all such counterparts by all parties, each counterpart shall be deemed to be an original hereof.
- 8.9 GENERAL CONDITIONS 3, 4, 7 and 8 shall survive expiry or termination of the CONTRACT for any reason (but shall terminate at the time expressly provided in the relevant GENERAL CONDITION, if any).

PART 2 - SPECIAL CONDITIONS

1. SUPPLY OF THE PRODUCT

- 1.1 The PROVIDER shall supply such quantity of the PRODUCT as is required for each COMPETITOR at each:
- (a) COMPETITION (see **Appendix I**);
 - (b) OFFICIAL TESTING.
- 1.2 The PRODUCT supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP and strictly comply with the TECHNICAL SPECIFICATIONS detailed in **Appendix II**.
- 1.3 The FIA does not guarantee the PROVIDER a minimum quantity of the PRODUCT to be supplied.
- 1.4 The PROVIDER shall draw up and make available to the FIA a record of the PRODUCT supplied which may be consulted at any time by the FIA.
- 1.5 The PRODUCT supplied must be suitable for use at all times during the COMPETITIONS.
- 1.6 The PROVIDER undertakes to report to the FIA any issues with the PRODUCT, the COMPETITOR concerned and the results of any associated investigations.
- 1.7 The PROVIDER shall loan and maintain free of charge one complete PRODUCT to the FIA with no usage limitations and replace any of its elements before the next COMPETITION or any reasonable period as agreed with the FIA if the FIA considers that they need to be replaced or checked.

2. DELIVERY OF THE PRODUCT

- 2.1 By **1 March 2020**, COMPETITORS will be requested to communicate to the PROVIDER a list of the expected order quantities and delivery schedule for each element of the PRODUCT for the 2021 season of the CHAMPIONSHIP.
- 2.2 By **1 April 2020**, a minimum of **5 production samples** of each pre-ordered PRODUCT type shall be delivered to each COMPETITOR for testing. The PRODUCT must not be supplied to anyone other than the FIA before that date.
- 2.3 By **1 June 2020**, COMPETITORS will be requested to place orders for each type of the PRODUCT for the 2021 season of the CHAMPIONSHIP.
- 2.4 By **1 July 2020**, a minimum of **10 additional production samples** of each pre-ordered PRODUCT type shall be delivered to each COMPETITOR.
- 2.5 By **1 October 2020**, remaining pre-ordered PRODUCT of each type shall be delivered to each COMPETITOR, according to a delivery schedule approved by the FIA.

- 2.6 Following the completion of the initial deliveries, the PROVIDER will deliver additional ordered PRODUCT to the COMPETITORS on request within the lead times provided in **Appendix II**.

3. MANUFACTURING CONDITIONS OF THE PRODUCT AND TECHNICAL CONTROL

- 3.1 The PROVIDER shall provide to the FIA a detailed technical study of the PRODUCT, for the approval of the FIA ENGINEER. In the event that an amendment is made to the TECHNICAL SPECIFICATIONS or the GOVERNING RULES that requires an amendment to the PRODUCT supplied pursuant to the CONTRACT, the PROVIDER shall provide to the FIA a detailed technical study of the amended PRODUCT to be supplied pursuant to the CONTRACT to take account of such amendment.
- 3.2 The PROVIDER shall make such modifications to the PRODUCT to be supplied pursuant to the CONTRACT as the FIA ENGINEER may require.
- 3.3 The PROVIDER shall not make any change to the PRODUCT during the CONTRACT without the FIA's express prior written agreement.
- 3.4 Technical checks may be carried out on samples taken either directly from the PROVIDER or during the COMPETITION (PRODUCT used by the COMPETITORS during the running of the COMPETITION) comparing the quality and technical compliance of the PRODUCT distributed with that of the samples taken.

4. TECHNICAL SUPPORT

- 4.1 The PROVIDER shall be present on the COMPETITIONS as requested by the FIA for any problem-solving requiring the support of the PROVIDER at the circuit.
- 4.2 The PROVIDER shall be present at OFFICIAL TESTING as requested by the FIA for the installation of the PRODUCT and any subsequent problem-solving requiring the support of the PROVIDER at the circuit.

5. PRICING OF THE PRODUCT

- 5.1 The price of the PRODUCT supplied shall be as detailed on the PRICING FORM (**Appendix III**), which amount shall be inclusive of all taxes and charges and which amount shall not be increased for any reason.
- 5.2 The price of the PRODUCT supplied shall be inclusive of any technical support required during the term of the CONTRACT, notably the technical support described in SPECIAL CONDITIONS 4.
- 5.3 VAT (value added tax) shall not be charged to those COMPETITORS that are exempt from VAT and that have supplied proof of such exemption to the PROVIDER.

6. INTELLECTUAL PROPERTY

- 6.1 The FIA remains at all times the owner of the intellectual property rights contained in the TECHNICAL SPECIFICATIONS.
- 6.2 The PROVIDER shall supply the FIA with the requested amount and types of devices (documentation, software, specifications, looms, licences, etc.) that the FIA will need

to freely and independently programme and use the PRODUCT and conduct all checks that the FIA deems appropriate. This includes the right for the FIA to access any logging data during bench, track testing and the COMPETITIONS.

- 6.3 The PROVIDER agrees and acknowledges that all rights, title and interest of the data and/or results generated by the PRODUCT are owned by the FIA.
- 6.4 The FIA acknowledges that the PRODUCT as provided by the PROVIDER, including the software as well as any related documentation, information, data, methodologies, know-how and materials, is the property of the PROVIDER.
- 6.5 Save for the purposes of providing the PRODUCT under this CONTRACT, the PROVIDER agrees and acknowledges that no parts of the PRODUCT and no DATA relating to a COMPETITION may be reproduced, stored in a retrieval system or transmitted in any form or by any means electronic, mechanical, photocopying, recording, broadcasting means or otherwise to any other party than the FIA without the FIA's express prior written approval.
- 6.6 The PROVIDER agrees to use reasonable endeavours not to do anything or permit anything to be done at any time during and/or after the term which would in any way devalue, prejudice the ownership, management and/or exploitation of the data during and/or after the term of the CONTRACT.

7. ASSOCIATION RIGHTS

The PROVIDER shall have no rights to refer to itself or authorise any third party to refer to the PROVIDER (whether in marketing/promotional materials, on websites/social media platforms or otherwise) as a supplier or service provider (or similar) to the CHAMPIONSHIP or the Formula 1™ brand (or otherwise imply the same) without first entering into a separate written agreement with the Commercial Rights Holder of the CHAMPIONSHIP for the grant of this right.

PART 3 - DEFINITIONS

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

- 1.1 **CHAMPIONSHIP** means the 2021, 2022 and 2023 seasons of the FIA Formula One World Championship. The FIA may decide, at its absolute discretion and at the latest by 31 December 2022, that the CONTRACT shall be extended to the 2024 and/or 2025 seasons of the FIA Formula One World Championship under the exact same conditions.
- 1.2 **COMPETITION(S)** (referred to as EVENT in the FIA Formula One World Championship regulations) means any race forming part of the CHAMPIONSHIP. A COMPETITION is deemed to commence at the scheduled time for scrutineering and administrative checks and includes all practice, qualifying and the race itself and ends at the expiry of the deadline for the lodging of a protest.
- 1.3 **COMPETITOR(S)** means the racing teams that have been accepted by the FIA to take part in the CHAMPIONSHIP.
- 1.4 **CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS and the DEFINITIONS.
- 1.5 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.6 **FIA** means the Fédération Internationale de l'Automobile (FIA).
- 1.7 **FIA ENGINEER** means the technician appointed by the FIA to carry out all technical checks and controls and to grant any necessary approval in relation to the development and production of the PRODUCT.
- 1.8 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.9 **GOVERNING RULES** means:
 - (a) the FIA International Sporting Code and the Appendices thereto;
 - (b) the FIA General Prescriptions applicable to all FIA Championships, Challenges, Trophies and Cups;
 - (c) the SPORTING REGULATIONS applicable to the CHAMPIONSHIP;
 - (d) the TECHNICAL REGULATIONS applicable to the CHAMPIONSHIP;
 - (e) The FIA Code of Ethics;
 - (f) The FIA Judicial and Disciplinary Rules;
 - (g) The FIA Standard of Conduct for Suppliers (Appendix IV);
 - (h) Any other regulations applicable to the CHAMPIONSHIP.
- 1.10 **OFFICIAL TESTING** means tests as defined in and authorised in the SPORTING

REGULATIONS.

- 1.11 **PRICING FORM** means the pricing form provided in Appendix III stating the prices at which the PRODUCT will be supplied at the COMPETITIONS, the PRODUCTION SITE and the OFFICIAL TESTING to the COMPETITORS.
- 1.12 **PRINCIPLES OF SPORTING EQUALITY** means the equal treatment by the PROVIDER of all COMPETITORS with respect to:
- (a) anything which may affect the performance of the PRODUCT;
 - (b) the terms on which the PRODUCT is supplied;
 - (c) the support, access and information made available to COMPETITORS in relation to the PRODUCT; and
 - (d) any other matter which affects or may have an effect, however minor, on sporting performance.
- 1.13 **PRODUCT** or **SENSORS** means the sensor as such word is described in the TECHNICAL SPECIFICATIONS.
- 1.14 **PROVIDER** means [•].
- 1.15 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.
- 1.16 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.
- 1.17 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIP, as published and amended by the FIA from time to time. The Sporting Regulations are available on the FIA website: www.fia.com.
- 1.18 **SUPPLY AGREEMENT** means any agreement, and all amendments thereto, between the PROVIDER and a COMPETITOR pursuant to which the PROVIDER shall supply the PRODUCT to the COMPETITOR.
- 1.19 **TECHNICAL REGULATIONS** means the Technical Regulations applicable to the CHAMPIONSHIP, as published and amended by the FIA from time to time. The Technical Regulations are available on the FIA website: www.fia.com.
- 1.20 **TECHNICAL SPECIFICATIONS** means the technical requirements applicable to the PRODUCT, as issued and amended by the FIA from time to time (Appendix II).

Signed:

On behalf of the FIA:

On behalf of the PROVIDER:

In his/her capacity as:

In his/her capacity as:

In:

In:

On:

On:

APPENDICES

I – CALENDAR

II – TECHNICAL SPECIFICATIONS

III – PRICING FORM

IV - FIA STANDARDS OF CONDUCT FOR SUPPLIERS

V – QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE

APPENDIX I

Calendar

The calendar of each season of the CHAMPIONSHIP will be available on the FIA website:
www.fia.com.

APPENDIX II

Technical Specifications

1. Introduction

The 2021 F1 Technical Regulations require in the following articles the supply of standard power unit pressure and temperature sensors.

5.14.3 Any pressure sensor used to measure pressure of any fluid necessary to ensure the power unit functions correctly at all times (including but not limited to coolant, oil, fuel and air) must be manufactured by the single supplier appointed by the FIA World Motor Sport Council to a specification determined by the FIA Technical Department. Cylinder pressure sensors are excluded from this requirement.

5.14.4 With the exception of exhaust temperature sensors and temperature sensors embedded in electronic boxes, any temperature sensor used to measure temperature of any fluid necessary to ensure the power unit functions correctly at all times (including but not limited to coolant, oil, fuel and air) must be manufactured by the single supplier appointed by the FIA World Motor Sport Council to a specification determined by the FIA Technical Department.

The object of this document is to set requirements for each type of sensor and to define a list of information to be provided by potential suppliers.

2. How to file technical details

The object of this document is to define the desired specifications for the complete system. Potential suppliers are expected to fill in the following tables:

- “Compliance”: Express the level of compliance of the tendered system towards each requirement → **C**: Compliant, **PC**: Partially compliant, **NC**: Non-compliant;
- “Evidence”: Provide evidence to justify the stated level of compliance;
- “Notes”: Additional information that may help to support or clarify the tender.

The FIA will evaluate offers even if not meeting all requirements. Potential suppliers are encouraged to provide any additional information regarding the product, the associated production and development processes that may assist the FIA’s evaluation of the tender.

3. Sensors to be supplied

Supply proposals should cover the following sensor combinations, always adhering to the requirements set out in the next sections:

- Single pressure;
- Single air temperature;
- Single fluid temperature;

and, optionally:

- Dual pressure;
- Combined pressure-temperature (fluid measurement only).

4. Pressure sensor requirements

ELECTRICAL		COMPLIANCE	EVIDENCE	NOTES
Measurement ranges	1600 mbar			
	10 bar			
	20 bar			
	50 bar			
	350 bar			
	600 bar			
Sensing mode	Absolute			
Pressure media	Coolant, oil, fuel, air			
Proof pressure	$\geq 1.5 \times$ measurement range			
Supply voltage	8-16 V DC			
Supply current	25 mA max			
Insulation resistance	$\geq 100 \text{ M}\Omega$ at 50 V DC			
Output type	Amplified, single ended			
Output voltage	0-5 V DC			
Calibrated range output voltage	0.3-4.7 V DC or similar			
Output filtering	None			
Measurement bandwidth	$\geq 1\text{kHz}$			
Short circuit protection	Yes			
Operating temperature range	0-185 degC			

Temperature compensation range	20-170 degC			
Total error band (combined linearity, hysteresis, repeatability, thermal drift)	≤ +/-1% of FSO			
Electrical pinout	Supply, output, ground			
Wiring	26 or 24 AWG Raychem 55M RW200-E Sleeving Orientation and length of the flying lead defined by customer (min 1.5m). No connector.			
MECHANICAL		COMPLIANCE	EVIDENCE	NOTES
Typical dimensions without cable assembly	Typical length: 35mm Typical diameter: 12mm			
Burst pressure	≥ 3 x Rated pressure			
Material	Stainless steel (S316) or other materials resistant to Motorsport fluids			
Fitting	Threaded M8x1			
Fastening	Hex 12 A/F			
Seal	compatible with pressure media and pressure range			
Vibration proofing	100g peak sinusoidal up to 5000 Hz for 24 hours per axis or equivalent suitable for operation on an F1 car			

Shock proofing	100g half sine wave 11ms duration per axis or equivalent suitable for operation on an F1 car			
In-service durability	200 hours			

5. Air temperature sensor requirements

ELECTRICAL		COMPLIANCE	EVIDENCE	NOTES
Measurement ranges	0°C to 100°C			
	0°C to 200°C			
	0°C to 300°C			
	> 300degC (PT1000 or Thermocouple type K)			
Measurement media	Air			
Sensing element	PT1000 Class A (EN60751) or Thermocouple type K (only above 300degC)			
Output type	1000 Ω at 0degC for PT1000			
Response time at 63.2%	2 s			
Accuracy	≤ +/-1 °C			
Electrical pinout	Signal + and -			

Wiring	26 or 24 AWG Raychem 55M RW200-E Sleeving Orientation and length of the flying lead defined by customer (min 1.5m). No connector.			
MECHANICAL		COMPLIANCE	EVIDENCE	NOTES
Typical dimensions without cable assembly	Typical length: 35mm Typical diameter: 8mm			
Probe type	Encapsulated preferred for protection against loss of sensing element			
Continuous operating pressure	20 bar			
Material	Stainless steel (S316) or other materials resistant to Motorsport fluids			
Fitting	Threaded M6x1			
Fastening	Hex 10 A/F			
Vibration proofing	100g peak sinusoidal up to 5000 Hz for 24 hours per axis or equivalent suitable for operation on an F1 car			
Shock proofing	100g half sine wave 11ms duration per axis or equivalent suitable for operation on an F1 car			
In-service durability	200 hours			

6. Fluid temperature sensor requirements

ELECTRICAL		COMPLIANCE	EVIDENCE	NOTES
Measurement ranges	0°C to 100°C			
	0°C to 200°C			
	0°C to 300°C			
Measurement media	Coolant, oil, fuel			
Sensing element	PT1000 Class A (EN60751)			
Output type	1000 Ω at 0degC			
Response time at 63.2%	3 s			
Accuracy	≤ +/-1 °C			
Electrical pinout	Signal + and -			
Wiring	26 or 24 AWG Raychem 55M RW200-E Sleeving Orientation and length of the flying lead defined by customer (min 1.5m). No connector.			
MECHANICAL		COMPLIANCE	EVIDENCE	NOTES
Typical dimensions without cable assembly	Typical length: 40mm Typical diameter: 8mm			
Continuous operating pressure	600 bar			
Material	Stainless steel (S316) or other materials resistant to Motorsport fluids			

Fitting	Threaded M6x1			
Fastening	Hex 10 A/F			
Vibration proofing	100g peak sinusoidal up to 5000 Hz for 24 hours per axis or equivalent suitable for operation on an F1 car			
Shock proofing	100g half sine wave 11ms duration per axis or equivalent suitable for operation on an F1 car			
In-service durability	200 hours			

7. Technical documentation

Proposals should include the following documentation:

- mechanical characteristics, including dimensions, weight, material, heat treatment, finish quality;
- installation characteristics, including mounting points, mounting torque, guidelines, drawings;
- environmental characteristics, including storage temperature, operating temperatures, thermal shock, tolerance to chemicals and humidity, vibration profile, electromagnetic compatibility;
- electrical characteristics, including supply voltage, current consumption, supply protection, insulation resistance;
- effect of supply voltage or ground variations on the measurement;
- outputs characteristics, including type, quantity, circuitry, voltage range, frequency bandwidth, resolution, impedance, total error band, protection;
- details of any redundant measurement;
- service and calibration intervals and details, life period, quality control;
- on and off-track handling procedures.

Each sensor should have a part number and unique serial number marked externally.

8. Calibration

Proposals should include a comprehensive description of the calibration process, calibration formula and calibration data supplied with the sensor.

9. Quality

Proposals should include a description of the following items:

- Design validation;
- Production quality control;
- Mean time between failure report of the PRODUCT, or existing system on which the design of the PRODUCT may be based;
- Test equipment;
- Calibration equipment;
- FMEA and FTA of the product;
- Support that the supplier is prepared to provide during the installation and validation process and subsequently during test and race events.

10. Supply lead time

Maximum lead times from PO to delivery should be:

- 3 weeks for temperature sensors;
- 7 weeks for pressure or combined pressure-temperature sensors.

APPENDIX III

Pricing Form

PRODUCT elements	Price before tax in euros	Supply lead time
Single Pressure Sensor		
Single Air Temperature Sensor		
Single Fluid Temperature Sensor		
Dual Pressure Sensor (Optional)		
Combined Pressure-Temperature Sensor (Optional)		

The list of PRODUCT elements shall be adjusted to reflect the precise sensor types included in the offer.

Please specify currency referred to in the supply agreements with the competitors if not euros.

APPENDIX IV

FIA Standards of Conduct for Suppliers

ARTICLE 1 – GENERAL

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

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

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

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

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

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

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

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

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

1.10 Should Suppliers need additional information or guidance on these Standards, or wish to report a violation, whether actual or potential, they shall contact the FIA Ethics Committee and/or the FIA Compliance Officer¹.

ARTICLE 2 - HEALTH AND SAFETY

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

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

ARTICLE 3 - HUMAN RIGHTS AND EMPLOYMENT PRACTICES

Dignity and Fundamental Rights

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

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

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

Discrimination, Harassment

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

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

Child Labor

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

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ethics-committee@fia.com

3.7 Suppliers must adhere to the minimum employment legal age limit defined by the Applicable Law, and comply with the 1999 ILO Convention No. 182² on the worst forms of child labour and the 1973 ILO Convention No. 138³ on the minimum age for admission to employment and work.

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

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

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

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

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

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

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

Wages and Working Hours

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

Drugs

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

2

Available at:
http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C182

3

Available at:
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

ARTICLE 4 - ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY

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

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

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

ARTICLE 5 - BUSINESS INTEGRITY

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

Corruption and Bribery

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

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

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

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

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

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

Gifts and Entertainment

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

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

- Offering any gift, entertainment, preferred treatment and/or any other advantage while involved in a current purchasing or contracting decision process (e.g. invitation to tender, call

- for interest, request for quotation, request for interest, request for proposals and any other form of calls for expression of interest);
- Any gift of currency, including "gift cards" ;
 - Any gift (e.g. branded items, stationery, calendars, pens, etc), that is not compliant with the Applicable Law and/or local customs;
 - Offering hospitality or any other form of entertainment that is not compliant with the Applicable Law and/or local customs;
 - Offering an opportunity to purchase products, services, or benefit from a financial interest, under terms which are not available to other employees, suppliers, sub-contractors, agents and related entities.

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

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

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

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

ARTICLE 6 - CONFLICTS OF INTEREST

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

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

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

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

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

ARTICLE 7 - FAIR COMPETITION AND ANTITRUST

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

ARTICLE 8 - TRADE COMPLIANCE

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

ARTICLE 9 - MONEY LAUNDERING AND INSIDER TRADING

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

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

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

ARTICLE 10 - ACCURACY OF BUSINESS RECORDS

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

ARTICLE 11 - CONFIDENTIAL INFORMATION

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

ARTICLE 12 - DATA PRIVACY

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

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

12.3 Suppliers will only process the Personal Data, in a Member State of the European Union or in a State party to the agreement on the European Economic Area ("EEA") or in Switzerland. A transfer of

the Personal Data to a third country other than the aforementioned requires prior informed consent given by the FIA.

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

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

ARTICLE 13 - CONDUCT TOWARDS GOVERNMENTS AND PRIVATE ORGANISATIONS

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

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

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

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

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

APPENDIX V

Questionnaire Compliance – Due Diligence



QUESTIONNAIRE

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



Compliance – Due Diligence Policy

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



High Risk Countries

- Syria
- Cuba
- Sudan
- Iran
- North Korea

Offshore Financial Centers

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

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