



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

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

The FIA's objective is to select an exclusive supplier of a **chassis**, whose task will be to ensure the production and delivery of the chassis in the 2026-2027, 2027-2028, 2028-2029 and 2029-2030 seasons of the ABB FIA Formula E World Championship ("the Championship").

For reasons related to the stability of the Championship, the FIA may decide, by the end of the tendering procedure, that the term of the exclusive supply contract shall apply (a) to each season of the Championship from 2026-2027 to 2031-2032 (inclusive) or (b) to each season of the Championship from 2026-2027 to 2029-2030 (inclusive), with an option for the FIA to extend the exclusive supply contract by one season to the 2030-2031 season of the Championship, or by two seasons to the 2030-2031 and 2031-2032 seasons of the Championship (such extension to be notified to the selected provider at the latest by 31 December 2029). All tenderers are invited to confirm that they would be prepared to accept such term/extension if required by the FIA, and to specify their proposed pricing in both scenarios.

Interested parties are hereby invited to tender to become the exclusive supplier of the chassis 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 Car Manufacturers and the Competitors (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](mailto: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](http://www.fia.com), apart from article 1.1.8 and article 3 which will not apply to the present invitation to tender.**

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

Due to the scope and implications of this supply on the running of the Championship, the FIA intends to share the bids with the Car Manufacturers and the Competitors for their comments to the FIA. The FIA may also organise meetings where tenderers will be invited to present their offers and answer questions from the FIA, the Car Manufacturers and the Competitors. By submitting offers, tenderers acknowledge and agree to those conditions.

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 a 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:

31 May 2023

**Tender submission date:**

31 August 2023

FIA final selection:

19 October 2023

## **ADDITIONAL REQUIREMENTS**

### **1. CRITERIA**

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

In addition, the FIA may consider the following parameters, taking into account the particular context of and the aims pursued by the Championship:

- Steps taken and efforts made to allow the transfer of technology developments between competition vehicles and ordinary vehicles;
- Proposal relating to innovative design of the chassis considering the specificities of the Championship compared to other existing championships.

### **2. TECHNICAL INFORMATION**

Tenderers are invited to fill in the technical information as per article 3 of Appendix III.

### **3. CAR STYLING**

As further detailed in this tender document, the scope of the tender includes the design and bodywork style (the “Car Styling”) of the Formula E car. Tenderers are therefore invited to propose options for the Car Styling as part of their offers.

Tenderers are invited to take note of Special Condition 7 (Intellectual Property), in particular that all intellectual property rights in the selected Car Styling will vest in and be the sole property of the FIA, which means that tenderers must ensure that all entities or persons that have or will be involved in the creation of the Car Styling have irrevocably and unconditionally assigned all rights in relation to the Car Styling.

### **3.4. SUSTAINABILITY**

Tenderers are invited to:

- Fill in their commitments to sustainability as per Appendix IV; and
- Take note of Special Condition 8 (Sustainability) of the draft Contract below regarding their sustainability obligations.

### **4.5. MARKETING**

#### **a) COMMERCIAL RIGHTS IN CONNECTION WITH THE CHAMPIONSHIP**

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

The tenderer shall provide all details relating to the financial or in-kind contribution it undertakes to make in exchange for commercial rights in its bid.

The Promoter’s contact details are:

[Alberto Longo](mailto:Alberto.Longo@fiaformulae.com)  
[al@fiaformulae.com](mailto:al@fiaformulae.com)

[Enrique Buenaventura](mailto:eba@fiaformulae.com)  
[eba@fiaformulae.com](mailto:eba@fiaformulae.com)

## **b) OPTIONAL CSR CONTRIBUTION**

In addition to the opportunity described above to acquire commercial rights in connection with the Championship, tenderers are invited to make a financial or in kind proposal to the FIA regarding FIA campaigns relating to diversity, inclusivity and advocacy. To this end, a presentation is available from the FIA Marketing and Events Department.

Without any obligation to do so, if the tenderer chooses to offer a CSR contribution, it shall provide all details relating to the financial or in kind commitments it would make in exchange for such actions to take place.

The person to contact is :

James Hough  
Email: [jhough@fia.com](mailto:jhough@fia.com)  
Phone number: +41 78 698 76 89

## **5.6. SUPPLY AGREEMENTS**

The exclusive supplier will supply the product directly to the Car Manufacturers and the Competitors.

As part of their tender proposal, tenderers shall submit a draft of the supply agreements they intend to conclude in case they are selected, which shall include the minimum terms detailed in Appendix VII.

## **6.7. DUE DILIGENCE**

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

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

## **7.8. ADMINISTRATIVE FEE**

To participate in this tender, each tenderer will be required to pay to the FIA a non-refundable fee of EUR 1,500 (one thousand five hundred Euros) towards administrative costs incurred by the FIA in relation to this tender, including preparation of the tender documentation, reviewing the responses to the tender and selecting the chosen tenderer in accordance with the criteria set out in this tender. Each tenderer shall pay this administrative fee to the FIA within 5 working days of the submission of its bids to the FIA (payment details provided upon request).

DRAFT CONTRACT FOR THE SUPPLY OF THE CHASSIS  
IN THE 2026-2027, 2027-2028, 2028-2029 AND 2029-2030 SEASONS  
OF THE ABB FIA FORMULA E WORLD CHAMPIONSHIP

BETWEEN

**FEDERATION INTERNATIONALE DE L'AUTOMOBILE**

Place de la Concorde 8  
75008 Paris  
France

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

ON THE ONE HAND,

AND

[•]

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

ON THE OTHER HAND.

## **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 CAR MANUFACTURERS and the COMPETITORS for the CHAMPIONSHIP and the PROVIDER hereby accepts this appointment and agrees to supply the PRODUCT to the CAR MANUFACTURERS and 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 the CAR MANUFACTURERS and the COMPETITORS setting out the terms upon which the PRODUCT shall be supplied.
- 1.3 The PRODUCT that is supplied by the PROVIDER to the CAR MANUFACTURERS and the COMPETITORS shall be *fit for purpose and* compliant with *APPLICABLE LAWS*, the TECHNICAL REGULATIONS, the SPORTING REGULATIONS and the TECHNICAL SPECIFICATIONS.

### **2. RELATIONS BETWEEN THE PROVIDER AND THE CAR MANUFACTURERS AND THE COMPETITORS**

- 2.1 The PROVIDER shall treat all CAR MANUFACTURERS and COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.
- 2.2 The PROVIDER shall supply the PRODUCT to all CAR MANUFACTURERS and COMPETITORS on equivalent terms. It shall enter into a standard SUPPLY AGREEMENT with the CAR MANUFACTURERS and the COMPETITORS.

- 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 CAR MANUFACTURER and/or COMPETITOR to purchase the PRODUCT for use at more than one COMPETITION shall include a clause permitting the CAR MANUFACTURER and/or 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.
- 2.8 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 CAR MANUFACTURERS and the COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.

### 3. LIABILITY

- 3.1 Without prejudice to the FIA's other rights, the PROVIDER shall indemnify and hold harmless the FIA from and against any claims, demands, costs and damages (including reasonable attorney fees) arising as a direct result of the PROVIDER's:
- (a) failure to supply the PRODUCT of the requisite quantity;
  - (b) failure to supply the PRODUCT of the requisite quality;
  - (c) negligence in the supply of the PRODUCT;
  - (d) infringement of any of the obligations and representations and warranties set out in SPECIAL CONDITIONS 7.3 and 7.8; or
  - ~~(d) —infringement of any third party's intellectual property rights by the PRODUCT;~~  
or
  - (e) any other default in the supply of the PRODUCT.

- 3.2 The PROVIDER represents and warrants that it is in a position to meet any liability that may arise under GENERAL CONDITION 3.1 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 shall produce an attestation certifying that an insurance policy (including but not limited to public liability, product liability, professional indemnity and employer's liability) has been contracted in its name with a top-ranking international insurance company for covering its liability as PROVIDER under this CONTRACT.

#### **4. WARRANTIES**

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

#### **5. TERMINATION**

- 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) the maximum cap referred to in SPECIAL CONDITION 2.5(b) is reached;
  - (c) 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
  - (d) 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 by the FIA from time to time. The PROVIDER will be responsible (at its own cost) for all research and development associated with the manufacture of the PRODUCT, including the making of any changes to the PRODUCT to be supplied pursuant to the CONTRACT that may be necessitated by any amendment to the 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 hereby accepts any such decisions and agrees that it shall not challenge the competence of any FIA disciplinary body acting in accordance with the GOVERNING RULES. When appropriate, the FIA shall be entitled to amend the CONTRACT unilaterally in order to comply with the GOVERNING RULES by applying the principles described in GENERAL CONDITIONS 7.2(b) and 7.3 below (and the provisions of GENERAL CONDITIONS 7.2(b) and 7.3 below shall apply mutatis mutandis to this GENERAL CONDITION 6.4).

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

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

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

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

~~7.27.4~~ The PROVIDER shall ensure that the terms of each SUPPLY AGREEMENT shall be consistent with the terms of this GENERAL CONDITION 7.

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

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

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

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

8.4 The PROVIDER (including its affiliates, employees, subcontractors and/or any other third party it may engage for the performance of the CONTRACT) shall not, without the prior express written approval of the FIA, which may be given or withheld in the FIA's absolute discretion:

- (a) make any form of public announcement, press release or similar (including in marketing/promotional materials, on websites/social media platforms or otherwise) relating to the CONTRACT and/or the FIA, or
- (b) use (or cause or permit to be used) the name of the FIA or any trade name, title, trademark or service mark, brand imagery or logo belonging to the FIA, in particular in any form of public announcement, press release or similar (including in marketing/promotional materials, on websites/social media platforms or otherwise).

8.5 In case the FIA gives its written consent to the use of its name by the PROVIDER, and unless otherwise agreed in writing, any reference by the PROVIDER to the FIA as a client shall be confined to the inclusion of the FIA's name (i.e. "Fédération Internationale de l'Automobile" or "FIA" only in verbal form - NO LOGO) in a list of reference in alphabetical order, with no prominence.

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

9.1 The language that shall prevail for the interpretation of the CONTRACT shall be English and the CONTRACT and all documents connected with the CONTRACT shall be written in English. In the event of any conflict between the language of the CONTRACT and any

translation thereof, the language of the CONTRACT shall prevail. In the event of any conflict between the language of any document connected with the CONTRACT and any translation thereof, the language of the document connected with the CONTRACT shall prevail.

- 9.2 The governing law of the CONTRACT shall be French law.
- 9.3 The Tribunal de CommerceJudiciaire de Paris, France, shall have sole jurisdiction to settle any dispute that may arise between the FIA and the PROVIDER in connection with the CONTRACT, subject at all times to the provisions of GENERAL CONDITION 6.4.
- 9.4 Without any prejudice to GENERAL CONDITION 9.3 above, the PROVIDER undertakes to strictly respect the Statutes and Code of Ethics of the FIA as well as the GOVERNING RULES. The PROVIDER hereby agrees to be subject to the internal judicial and disciplinary bodies of the FIA.

## **10. GENERAL**

- 10.1 Nothing in the CONTRACT guarantees or shall be construed as guaranteeing, the solvency of a CAR MANUFACTURER or COMPETITOR. The FIA is not responsible for ensuring that the CAR MANUFACTURERS and the COMPETITORS satisfy the terms of the SUPPLY AGREEMENTS and the FIA shall not be liable for a failure by any CAR MANUFACTURER or COMPETITOR to satisfy the terms of a SUPPLY AGREEMENT.
- 10.2 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof.
- 10.3 The CONTRACT shall be binding on and enure to the benefit of the parties and their respective successors and permitted assigns. The PROVIDER shall not be entitled to assign or sub-contract its rights or obligations under the CONTRACT in whole or in part without the prior written consent of the FIA. In case of sub-contracting, the PROVIDER remains fully liable for the performance of any part of this CONTRACT and any damages caused by its sub-contractors.
- 10.4 Any notice to be given under the CONTRACT shall be given in writing delivered to the other party by any one or more of the following methods:
- (a) personal delivery to one of its corporate officers, in which case notice shall be treated as having been given at the time of such personal delivery;
  - (b) first class registered post or courier delivery service (such as DHL or UPS) to the address mentioned above (or such other address as may be notified to the other party in writing from time to time), in which case notice shall be treated as having been given on the date of actual receipt at that address (or on the next local business day if delivered on a local non-business day or after 4.00 p.m. local time on a local business day), which shall rebuttably be presumed to be the second local business day after posting.
- 10.5 Any variations of the CONTRACT shall be ineffective unless agreed in writing and signed by the parties.
- 10.6 If any term, provision or condition of the CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, such invalidity, voidness or

unenforceability shall not invalidate the remainder of the CONTRACT, all of which shall remain in full force and effect.

- 10.7 The CONTRACT may be executed in any number of counterparts (whether original or facsimile counterparts) and upon due execution of all such counterparts by all parties, each counterpart shall be deemed to be an original hereof.
- 10.8 GENERAL CONDITIONS 3, 4, 6, 8, 9 and 10 shall survive expiry or termination of the CONTRACT for any reason (but shall terminate at the time expressly provided in the relevant GENERAL CONDITION, if any).

## **PART 2 - SPECIAL CONDITIONS**

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

- 1.1 The PROVIDER shall provide to the CAR MANUFACTURERS and COMPETITORS the PRODUCT and associated services and spare parts in such quantities and in accordance with the standard lead times and other conditions as set out in this CONTRACT, the TECHNICAL SPECIFICATIONS and the SUPPLY AGREEMENTS.
- 1.2 In addition, the PROVIDER shall supply a PRODUCT that is capable of being used to ensure that the cars comply with testing requirements.
- 1.3 The FIA does not guarantee the PROVIDER a minimum quantity of the PRODUCT to be supplied.
- 1.4 The SUPPLY AGREEMENT may provide that each CAR MANUFACTURER and COMPETITOR shall be responsible for the care and maintenance of the PRODUCT and for transportation of them to each COMPETITION.
- 1.5 The PROVIDER shall deliver on track support to any OFFICIAL TESTING and COMPETITION, and on specific demand by the FIA for other events.
- 1.6 The PRODUCT supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP and comply with the TECHNICAL SPECIFICATIONS.
- 1.7 The PROVIDER undertakes to report to the FIA any issues with the PRODUCT, the CAR MANUFACTURER or COMPETITOR concerned, and the results of any associated investigations.
- 1.8 The PROVIDER is responsible for reclaiming used PRODUCTS.

1.9 If requested by the FIA, the PROVIDER shall work in close collaboration with the FIA and/or any designated third-party supplier to enable the proper performance of this CONTRACT.

4.91.10 In the event that the PROVIDER does not comply with the PRINCIPLES OF SPORTING EQUALITY or the PRODUCT and/or associated services and spare parts do not comply with the terms of this CONTRACT, the PROVIDER shall, at its own expense, carry out all necessary measures to remedy such non-compliance, including modification, upgrade or additional testing, within the reasonable time limit fixed by the FIA. In the event that such non-compliance is not remedied by the PROVIDER within the fixed time limit, the FIA may, at its sole discretion, without prejudice to the PROVIDER's obligations under this CONTRACT and to any other rights the FIA may have in such circumstances: (i) request from the PROVIDER any appropriate and reasonable changes to the supply conditions of the PRODUCT and/or associated services; and/or (ii) request the PROVIDER to appear before any FIA body and to provide it with all useful explanations, and the PROVIDER shall comply with any such requests.

### **2. PRODUCTION DATES AND DELIVERY OF THE PRODUCT**

- 2.1 The hardware and software design specifications of the PRODUCT shall be approved by the FIA in writing by 1<sup>st</sup> July 2024 at the latest, after which date no further modifications

or alterations to the PRODUCT's specifications shall be permitted without the express written previous consent of the FIA.

- 2.2 The PROVIDER shall make first crash test sessions complying with all FIA safety requirements by 1<sup>st</sup> October 2024 at the latest.
- 2.3 The PROVIDER shall make available one full PRODUCT package to each CAR MANUFACTURER by 1<sup>st</sup> July 2025 at the latest, the final quantity will depend on the level of technical or maturity compromise required to achieve the timing.
- 2.4 The PROVIDER shall make available race cars full PRODUCT package to all COMPETITORS by 1<sup>st</sup> September 2026 at the latest.
- 2.5 Time being of the essence, the PROVIDER shall pay, on demand, the following penalty to the FIA in case of late production or delivery of the PRODUCT (in the agreed and expected quality) compared to the dates mentioned above under SPECIAL CONDITIONS 2.2 to 2.4 and compared to the project timeline proposed by the PROVIDER:
  - (a) 2.5% of the total fees (see SPECIAL CONDITION 5.1) per week or part week of delay; *[to be refined based on the pricing/NRE]*
  - (b) Subject to a maximum cap of 10% of the total fees (see SPECIAL CONDITION 5.1). *[to be refined based on pricing/NRE]*

The FIA's right to payment of a penalty is without prejudice to the PROVIDER's obligations under this CONTRACT and to any other rights the FIA may have in such circumstances (including, without limitation, the FIA's right to claim damages in excess of such maximum cap and its right to terminate the CONTRACT in accordance with its terms).

- 2.6 The PROVIDER shall make available to each CAR MANUFACTURER and COMPETITOR all VALUABLE TECHNICAL DATA according to the schedule proposed in the TECHNICAL SPECIFICATIONS and as specified in the SUPPLY AGREEMENTS.
- 2.7 The PROVIDER shall deliver to each CAR MANUFACTURER and COMPETITOR all necessary technical support, personnel and equipment to assist with usage of the PRODUCT during the first deliveries of the PRODUCT to the CAR MANUFACTURERS and COMPETITORS, and during any OFFICIAL TESTING and COMPETITION (see TECHNICAL SPECIFICATIONS).
- 2.8 To facilitate OFFICIAL TESTING by CAR MANUFACTURERS and COMPETITORS, if requested by the FIA, the PROVIDER will be present at its own expense at OFFICIAL TESTING with all necessary spare parts, personnel and equipment to fit and service the PRODUCT.

### **3. TECHNICAL CONDITIONS**

- 3.1 The PROVIDER shall ensure that the PRODUCT to be supplied is at all times in conformity with the TECHNICAL SPECIFICATIONS, the SPORTING REGULATIONS and the TECHNICAL REGULATIONS
- 3.2 The PRODUCT must be adaptable to different types of front and rear powertrain motors. The cost of all necessary adjustments to adapt the PRODUCT to the rear powertrain will be at the expense of the CAR MANUFACTURER concerned.

#### **4. PROJECT SUPERVISION**

- 4.1 The PROVIDER shall make such modifications to the PRODUCT to be supplied pursuant to the CONTRACT as the FIA ENGINEER may require.
- 4.2 The PROVIDER shall bear all reasonable costs of development of the PRODUCT incurred by the FIA ENGINEER and his support staff.

#### **5. PRICING OF THE PRODUCT**

- 5.1 The price of the PRODUCT as well as all the parts and services included in the perimeter of this CONTRACT (in euros) supplied pursuant to the CONTRACT shall be as detailed on the PRICING FORM (APPENDIX I), which amount shall be exclusive of any applicable VAT (or equivalent sales tax) but inclusive of all other taxes and charges, and which amount shall not be increased for any reason, except in accordance with SPECIAL CONDITION 5.3.
- 5.2 VAT (value added tax) shall not be charged to those CAR MANUFACTURERS and COMPETITORS that are exempt from VAT and that have supplied proof of such exemption to the PROVIDER.
- 5.3 The price stated in SPECIAL CONDITION 5.1 may be adjusted for the season ~~2027-2028-2029~~ of the CHAMPIONSHIP and onwards, in accordance with the indexation formula provided in APPENDIX II.

#### **6. MANUFACTURING CONDITIONS OF THE PRODUCT**

- 6.1 Before starting the manufacturing of the PRODUCT to be supplied pursuant to the CONTRACT, the PROVIDER shall provide to the FIA a detailed technical study for the approval of the FIA ENGINEER. In the event that an amendment is made to the TECHNICAL SPECIFICATIONS or the TECHNICAL REGULATIONS 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.
- 6.2 The PROVIDER shall make such modifications to the PRODUCT to be supplied pursuant to the CONTRACT as the FIA ENGINEER may require.
- 6.3 The PROVIDER shall not make any change to the PRODUCT during the CONTRACT without the express prior written agreement from the FIA.
- 6.4 Technical checks will take place to verify whether the PRODUCT used during OFFICIAL TESTING and COMPETITION is in conformity with the TECHNICAL REGULATIONS and the TECHNICAL SPECIFICATIONS. The PROVIDER undertakes to provide the necessary equipment and carry out the technical analysis on site under the authority of the FIA ENGINEER.
- 6.5 The PROVIDER shall supply the conformity reports to the FIA within the deadline set by the FIA.

## 7. INTELLECTUAL PROPERTY

### BACKGROUND IP AND DEVELOPMENTS

7.1 Any and all INTELLECTUAL PROPERTY that is conceived, made, developed or reduced to practice by or on behalf of one party, separately and independently of the performance of this CONTRACT, shall belong exclusively to the respective party who has conceived, made, developed or reduced it to practice ("Background IP"; it is specified that the TECHNICAL SPECIFICATIONS are part of the FIA's Background IP). Subject to SPECIAL CONDITION 7.3 below, each party hereby grants to the other party a non-exclusive, non-assignable, non-transferable, royalty free, worldwide license to use its Background IP during the term of this CONTRACT, but only to the extent such Background IP is necessary for the performance of this CONTRACT. The licence granted under this SPECIAL CONDITION 7.1 will automatically expire upon termination, or expiry of the term, of this CONTRACT. The licence granted under this SPECIAL CONDITION 7.1 is not sublicensable other than:

- (a) to a subcontractor of a party;
- (b) to the extent such Background IP is necessary for the performance of that subcontract;
- (c) pursuant to the same terms of this SPECIAL CONDITION 7.1; and
- (d) subject to the additional conditions that the sublicense:
  - (i) will terminate on the earlier of:
    - (A) termination or the expiry of the term of this CONTRACT;
    - (B) termination or the expiry of the term of the subcontract; and
  - (ii) is not capable of any further sublicensing whatsoever.

7.2 Subject to SPECIAL CONDITION 7.3 below, any and all Intellectual Property which the PROVIDER has conceived, made, developed or reduced to practice in connection with the performance of this CONTRACT, shall belong exclusively to the PROVIDER ("Developments"). The PROVIDER hereby grants to the FIA a non-exclusive, non-assignable, non-transferable, royalty free, worldwide license to use the Developments during the term of this CONTRACT, but only to the extent such Developments are necessary for the performance of this CONTRACT. The licence granted under this SPECIAL CONDITION 7.2 will automatically expire upon termination, or expiry of the term, of this CONTRACT. The licence granted under this SPECIAL CONDITION 7.2 is not sublicensable other than:

- (a) to a subcontractor of the FIA;
- (b) to the extent such Developments are necessary for the performance of that subcontract;
- (c) pursuant to the same terms of this SPECIAL CONDITION 7.2; and
- (d) subject to the additional conditions that the sublicense:



- (i) will terminate on the earlier of:
  - (A) termination or the expiry of the term of this CONTRACT;
  - (B) termination or the expiry of the term of the subcontract; and
- (ii) is not capable of any further sublicensing whatsoever.

## **CAR STYLING**

### **7.3 The PROVIDER:**

- (a) shall unconditionally assign to the FIA (including by way of present assignment of future copyright and other rights, if applicable) with full title guarantee to the FIA all rights, title and interest throughout the world in and to the CAR STYLING (whether created before or after the date of this CONTRACT), and whether vested, contingent or future, free of all encumbrances including, but not limited to: (i) all INTELLECTUAL PROPERTY in and to the CAR STYLING and (ii) all rights of action to take proceedings in respect of any past infringement and to recover damages and all other monies payable in respect of any past infringement whensoever and wheresoever arising;
- (b) shall grant to the FIA a non-exclusive, transferable, sublicensable, royalty free, worldwide, perpetual and irrevocable licence to use any of its Background IP for the purpose of receiving the full benefit of its rights under this SPECIAL CONDITION 7.3;
- (c) at the request of the FIA, shall do all further things and execute all such further instruments as the FIA may from time to time require in its sole discretion to enable the FIA (or any of its assigns, successors or licensees) to protect, perfect, enforce or enjoy the full benefit of the goodwill, copyright and other INTELLECTUAL PROPERTY in and to the CAR STYLING, including, but not limited to: (i) procuring the waiver of moral rights (if any) in the CAR STYLING and (ii) preparing and delivering to the FIA, any associated certified original design documents identifying their designer(s) and their date of creation;
- (d) to the extent that this SPECIAL CONDITION 7.3 is not effective to assign legal title to the INTELLECTUAL PROPERTY in the CAR STYLING, shall (and shall procure that all relevant third parties involved in the creation of the CAR STYLING shall) hold all such INTELLECTUAL PROPERTY on trust for the FIA and the FIA shall have an exclusive, transferable, sublicensable, royalty free, worldwide, perpetual and irrevocable licence to use such INTELLECTUAL PROPERTY for any purpose;
- (e) shall not do anything (whether by omission or commission) during the term of this CONTRACT or at any time thereafter to affect or imperil the validity of the INTELLECTUAL PROPERTY in and to the CAR STYLING assigned to the FIA under this CONTRACT;
- (f) expressly consents to the registration by the FIA (or any of its assigns, successors or licensees) of the CAR STYLING anywhere in the world as a trademark, design or any other type of INTELLECTUAL PROPERTY and shall not challenge the validity of any trademark, design rights or other

INTELLECTUAL PROPERTY related to the CAR STYLING on any ground, including earlier rights of any kind including copyright.

7.4 The assignments and obligations of the PROVIDER and the rights of the FIA set out in SPECIAL CONDITION 7.3 shall remain in full force and effect notwithstanding the termination of this CONTRACT.

7.5 The FIA hereby grants to the PROVIDER a limited, worldwide, non-exclusive, non-sublicensable, non-transferable (except in connection with a permitted transfer of this CONTRACT) license to use the CAR STYLING during the term of this CONTRACT. This license is granted solely for the purposes of manufacturing and supplying the PRODUCT within the CHAMPIONSHIP to the CAR MANUFACTURERS and COMPETITORS pursuant to this CONTRACT. Any other use of the CAR STYLING by the PROVIDER shall be discussed between the parties and shall, where applicable, be the subject of a prior written agreement setting out the conditions thereof.

#### **DATA**

7.6 The PROVIDER shall supply the FIA with all reasonably requested VALUABLE TECHNICAL DATA (in form of documentation models and specifications) that the FIA (acting reasonably) deems appropriate (including but not limited to data mentioned in the TECHNICAL SPECIFICATIONS). This includes the right for the FIA to access any logging data during bench, track testing and the COMPETITIONS. Nothing in this CONTRACT or otherwise shall grant the FIA or any CAR MANUFACTURER or COMPETITORS any right to access, develop, enhance, modify or reverse engineer source code or source code materials owned or controlled by the PROVIDER.

7.7 Save for the purposes of providing the PRODUCT under this CONTRACT and any other items supplied by the PROVIDER to the CAR MANUFACTURERS and COMPETITORS, the PROVIDER agrees and acknowledges that 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.

#### **REPRESENTATIONS AND WARRANTIES**

7.8 The PROVIDER warrants and represents that to the best of its knowledge:

- (a) the PRODUCT and the CAR STYLING do not infringe any third party's registered or non-registered foreign or domestic intellectual property rights, such as patent, design, trade mark, service mark, copyright, right of confidence or know-how;
- (b) it is entitled to assign the INTELLECTUAL PROPERTY and other rights and interests in the CAR STYLING to the FIA with full title guarantee, free of all encumbrances as contemplated in SPECIAL CONDITION 7.3;
- (c) the PRODUCT and the CAR STYLING are (or, to the extent the same have not yet been created as at the date of this CONTRACT, will be) original works, have not been (or, as appropriate, will not have been) copied from any source;
- (d) the use by the FIA (or any of its assigns, successors or licensees) of the PRODUCT and the CAR STYLING in any manner whatsoever will not infringe the INTELLECTUAL PROPERTY or any other rights of any person;

- (e) it is aware that the CAR STYLING may be used and commercially exploited by the FIA and its assigns, successors and licensees in a variety of ways and within a variety of media or formats, whether now known or hereafter developed (including, without limitation print, television, mobile communications and on-line) including (without limitation) on advertising, sponsorship and promotional and other branding materials and that such usage may occur in any jurisdiction worldwide;
- (f) all entities or persons that have or will be involved in the creation of the CAR STYLING have irrevocably and unconditionally assigned to the PROVIDER and waived and/or will (as appropriate) irrevocably and unconditionally assign to the PROVIDER and waive all rights in relation to the CAR STYLING to which such entities or persons are now or may in the future be entitled and any moral rights to which such entities or persons may be entitled under applicable laws save to the extent that such rights are inalienable in any jurisdiction;
- (g) it has made (or will make) each of its employees aware, before they commence performance of any related services, of the potential use and exploitation of the CAR STYLING referred to in SPECIAL CONDITION 7.8(e) above and each employee has (or will have) agreed that such use and exploitation will not be an infringement of their moral rights and that given the proposed commercial use of the CAR STYLING it will not be appropriate for their authorship to be acknowledged on reproductions of the CAR STYLING;
- (h) in order to protect the goodwill in the CAR STYLING, the PROVIDER will not create any designs, drawings, documents, models or works of whatever nature for its own use or for or on behalf of any other entity or person that are similar to the CAR STYLING.

7.9 The benefit of the warranties and representations set out in SPECIAL CONDITION 7.8 shall remain in full force and effect notwithstanding the termination of this CONTRACT.

## **7.8. SUSTAINABILITY**

7.18.1 The PROVIDER shall adhere to the FIA Environmental Strategy as well as the sustainability strategy of the Promoter of the CHAMPIONSHIP, and obtain the ISO 14001 certification and FIA Environmental Accreditation at a 3-star level during the term of the CONTRACT (see <https://www.fia.com/environmental-accreditation-programme>).

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

7.38.3 The PROVIDER shall use only bio-based resins and provide evidence that they are produced and managed sustainably throughout the value chain (e.g. FSC/ISCC+ certification, etc.) while complying with technical requirements.

7.48.4 The PROVIDER shall use at least 20% of recycled material in the chassis including Recycled Carbon Fiber (where in line with technical requirements) and present an environmental impact comparison for alternative products such as linen.

7.58.5 The PROVIDER shall provide evidence of the purchase of Reusable Energy Certificate (RECs) for Scope 1 and 2 emissions at the manufacturing sites.

7.68.6 The PROVIDER shall ship raw materials and supply finished products (including the PRODUCT and spare parts) under this CONTRACT and the SUPPLY AGREEMENTS by sea, road or rail freight only.

7.78.7 The PROVIDER shall be responsible for the management and cost of end of life and second life chassis, and shall provide an evidence-based strategy (including 100% recycling of carbon fibre and metals) focused on circular economy (e.g. re-insertion of recovered components into the next season(s) bodywork). Evidence shall be provided prior to commencement of supply and during the term of this CONTRACT (once the second life and end of life projects are effective).

7.88.8 The PROVIDER is responsible for the cost of carrying out a life cycle assessment (LCA), for chassis supplied in the CHAMPIONSHIP. The supplier and method chosen shall comply with the models of previous generations and be approved in advance by the FIA and ~~Formula E~~ the Promoter of the CHAMPIONSHIP (only functional methodology is accepted not financial LCA).

7.98.9 The PROVIDER is responsible for the cost of broken parts collection (space to be allocated at each race location) and their return to the recycling facility using sustainable means of transport.

#### 8.9. **COMMERCIAL RIGHTS**

*[Content of the clause depending on the proposal made by the PROVIDER in its bid and on the selection decision].*

8.19.1 The PROVIDER shall have no rights to brand the PRODUCT (white label) without first entering into a separate written agreement with the Promoter of the CHAMPIONSHIP and/or CAR MANUFACTURERS and/or COMPETITORS for the grant of these rights. Any agreements reached with the Promoter of the CHAMPIONSHIP and/or CAR MANUFACTURERS and/or COMPETITORS must not restrict the Promoter of the CHAMPIONSHIP and/or CAR MANUFACTURERS and/or COMPETITORS from having the right to enter into further supplemental agreements with the PROVIDER (subject to the PROVIDER's final consent) in relation to the PRODUCT and/or any components of the PRODUCT. Any such agreements must not compromise the PRINCIPLES OF SPORTING EQUALITY, or be contrary to the SUPPLY AGREEMENTS entered into with all CAR MANUFACTURERS and COMPETITORS. In particular, the conclusion of any supplemental agreement must, under no circumstances, confer any sporting advantage upon one CAR MANUFACTURER or COMPETITOR over another.

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

8.39.3 The PROVIDER hereby undertakes not to disclose, multiply, use, manufacture, bring on the market or sell, lease, license, deliver or otherwise trade or offer the PRODUCT outside the scope of this CONTRACT without the FIA's prior written consent. This undertaking shall remain in force throughout the term of this CONTRACT.

### **PART 3 - DEFINITIONS**

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

1.1 **APPENDICES** means the appendices set out at the end of the CONTRACT.

1.2 **APPLICABLE LAWS** means all laws, statutes, regulations, ordinances, orders, decrees, codes of practice, guidelines, directions, relevant industry, safety and ethical standards (including but not limited to health and safety, product design or construction/manufacturing) and any other applicable rules of the jurisdictions where the FIA and/or the PROVIDER and/or the COMPETITORS operate, and/or where the PRODUCT is supplied or used, regardless of the governing law of this CONTRACT.

1.21.3 **CAR MANUFACTURER(S)** means the car suppliers registered by the FIA to supply the homologated cars in the CHAMPIONSHIP.

1.31.4 **CAR STYLING** means the design, bodywork style and any related specifications that form the external appearance of the PRODUCT, including but not limited to all associated drawings, images, animations and design proposals in whatever form.

1.41.5 **CHAMPIONSHIP** means *[depending on FIA's decision by the end of the tendering procedure]* the 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031 and 2031-2032 seasons of the ABB FIA Formula E World Championship; or the 2026-2027, 2027-2028, 2028-2029 and 2029-2030 seasons of the ABB FIA Formula E World Championship. The FIA may decide, at its absolute discretion and at the latest by 31 December 2029, that the CONTRACT shall be extended by one season to the 2030-2031 season of the Championship, or by two seasons to the 2030-2031 and 2031-2032 seasons of the Championship under the exact same conditions.

1.51.6 **COMPETITION(S)** 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.

1.61.7 **COMPETITOR(S)** means the teams that have been accepted to take part in the CHAMPIONSHIP.

1.71.8 **CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS, the DEFINITIONS and the APPENDICES. In case of contradiction between the elements of the CONTRACT: the GENERAL CONDITIONS, the SPECIAL CONDITIONS and the DEFINITIONS will prevail over the Appendices. In case of contradiction between the various Appendices: their order of priority will correspond to their numbering order.

1.81.9 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.

1.91.10 **FIA** means the Fédération Internationale de l'Automobile (FIA).

1.101.11 **FIA ENGINEER** shall mean the technician appointed by the FIA:

- (a) to carry out all technical checks and controls;
- (b) to grant any necessary approval in relation to the development and production of the PRODUCT.

1.12 **FINANCIAL REGULATIONS** means the Financial 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](http://www.fia.com).

1.111.13 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.

1.121.14 **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 FINANCIAL REGULATIONS applicable to the CHAMPIONSHIP;

(e)(f) the Code of Ethics of the FIA;

(f)(g) the FIA Standards of Conduct for Suppliers (APPENDIX V);

(g)(h) the Judicial and Disciplinary Rules of the FIA;

(h)(i) any other regulations applicable to the CHAMPIONSHIP.

1.131.15 **INTELLECTUAL PROPERTY** means inventions, patents, plant variety rights, software, copyrights and related rights, drawings, designs, trademarks, domain names, semiconductor rights, know-how, research and development data, all other intellectual property, applications for any of the above, the right to apply for the registration of any of the above, priority rights, whether registered or unregistered worldwide.

1.141.16 **OFFICIAL TESTING** means tests as defined in and authorised in the SPORTING REGULATIONS.

1.151.17 **PRICING FORM** means the pricing form provided in APPENDIX I, stating the prices at which the PRODUCT and all the parts and services included within the perimeter of this Contract will be supplied.

1.161.18 **PRINCIPLES OF SPORTING EQUALITY** means the equal treatment by the PROVIDER of all CAR MANUFACTURERS and COMPETITORS with respect to:

- anything which may affect the performance of the PRODUCT;
- the terms on which the PRODUCT is supplied;
- the support, access and information in relation to the PRODUCT; and

- any other matter which affects or may have an effect, however minor, on sporting performance.

~~1.17~~1.19 **PRODUCT** means the chassis as such term is described in the SPORTING REGULATIONS, the TECHNICAL REGULATIONS, the TECHNICAL SPECIFICATIONS and any other regulations applicable to the CHAMPIONSHIP.

~~1.18~~1.20 **PROVIDER** means [\*].

~~1.19~~1.21 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.

~~1.20~~1.22 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.

~~1.21~~1.23 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIPS, as published and amended by the FIA from time to time. The Sporting Regulations are available on the FIA website: [www.fia.com](http://www.fia.com).

~~1.22~~1.24 **SUPPLY AGREEMENT** means any agreement, and all amendments thereto, between the PROVIDER and a CAR MANUFACTURER or COMPETITOR pursuant to which the PROVIDER shall supply the PRODUCT to the CAR MANUFACTURER or the COMPETITOR.

~~1.23~~1.25 **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](http://www.fia.com).

~~1.24~~1.26 **TECHNICAL SPECIFICATIONS** means the technical requirements applicable to the PRODUCT as provided in APPENDIX III and as subsequently amended by agreement between the parties.

~~1.25~~1.27 **VALUABLE TECHNICAL DATA** means data associated with the characteristics of the performance of the PRODUCT.

Signed:

On behalf of the FIA:

On behalf of the PROVIDER:

In his/her capacity as:

In his/her capacity as:

In:

In:

On:

On:



## **APPENDICES**

- I PRICING FORM
- II INDEXATION FORMULA
- III TENDER SUMMARY AND TECHNICAL SPECIFICATIONS
  - III A – REFERENCE TIMETABLES
- IV COMMITMENT TO SUSTAINABILITY
- V FIA STANDARDS OF CONDUCT FOR SUPPLIERS
- VI QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE
- VII MINIMUM TERMS OF THE SUPPLY AGREEMENTS (FOR REFERENCE)
- VIII DRAFT SUPPLY AGREEMENTS (TO BE SUPPLIED BY THE PROVIDER)
- IX SPARE PARTS BASED ON GEN3 MODEL (FOR REFERENCE ONLY)

**APPENDIX I**

**PRICING FORM**

| <b>PRODUCT/SERVICE</b> | <b>PRICE IN EUROS<br/>WITHOUT VAT / EX-<br/>WORK</b> | <b>SERVICE PRICE IN<br/>EUROS<br/>WITHOUT VAT</b> | <b>SUPPLY LEAD TIME</b> |
|------------------------|--|---|-------------------------|
|                        |  |   |                         |
|                        |  |   |                         |
|                        |  |   |                         |
|                        |  |   |                         |
|                        |  |   |                         |
|                        |  |   |                         |
|                        |  |   |                         |
|                        |  |   |                         |
|                        |  |   |                         |

Further to requirements listed in Art. 13 of this tender document, the price form shall include, at least, the price for the following main sub-assemblies, but not limited to:

- Survival cell
- Front corner assembly (incl. front right suspension,driveshaft, upright, hub, brake hardware component, rim)
- Rear corner assembly (incl. ~~rear right suspension, driveshaft,~~ upright, hub, rim)
- Front wing assembly (incl. front wing, fenders, flaps, front impact absorbing structure)
- Rear wing assembly (incl. rear wing, fenders, flaps)
- Bodywork (excluding front and rear wings)

## **APPENDIX II**

### **INDEXATION FORMULA**

Concerning the season ~~2027-2028-2029~~ of the CHAMPIONSHIP and onwards, the prices charged to the CAR MANUFACTURERS and the COMPETITORS shall be the amount shown in the PRICING FORM, adjusted annually in accordance with the annual inflation rate (percent change in the average Consumer Price Index) for the G7 countries published by the International Monetary Fund (IMF) in October of the preceding year.

For the avoidance of doubt:

- The prices charged for the season 2027-2028 shall be the amount shown in the PRICING FORM, adjusted in accordance with the annual inflation rate for the G7 countries published by the IMF in October 2026;
- The prices charged for the season 2028-2029 shall be the amount charged for the season 2027-2028, adjusted in accordance with the annual inflation rate for the G7 countries published by the IMF in October 2027;
- The same mechanism applies for the following seasons.

The annual inflation rate for the G7 countries is published on the IMF website at <https://www.imf.org/external/datamapper/PCPIPCH@WEO/MAE>. If such rate ceases to exist, the FIA will use an alternative rate which it deems to be reasonably comparable.

## **APPENDIX III**

### **TENDER SUMMARY AND TECHNICAL SPECIFICATIONS**

#### **1. TENDER SUMMARY**

The FIA is launching an **Invitation to Tender (ITT)** to select an exclusive supplier of a chassis whose task it will be to deliver a rechargeable energy storage system for the FIA Formula E World Championship. The car will debut in the 2026-27 FIA Formula E World Championship.

The aim of this ITT is a revolution of the chassis architecture, to meet challenging technical and operational requirements compared with today's car. In particular, the future car should ensure it is well adapted to the specificities of the championship within urban environments, while adhering to relevant FIA safety criteria. It shall have improved aerodynamic performance, with some specification alteration dependent on the use case. The supplier shall deliver enhanced component consistency and quality.

The FIA will launch other ITTs in parallel, in particular an Invitation to Tender (ITT) to select an exclusive supplier of a battery system, an Invitation to Tender to select an exclusive tyres supplier and an Invitation to Tender to select an exclusive in-race fast/boost charger supplier.

On the other hand, the Promoter of the Championship will be responsible for the provision of the car standard charging system, including the energy supply, the distribution network and the charging equipment.

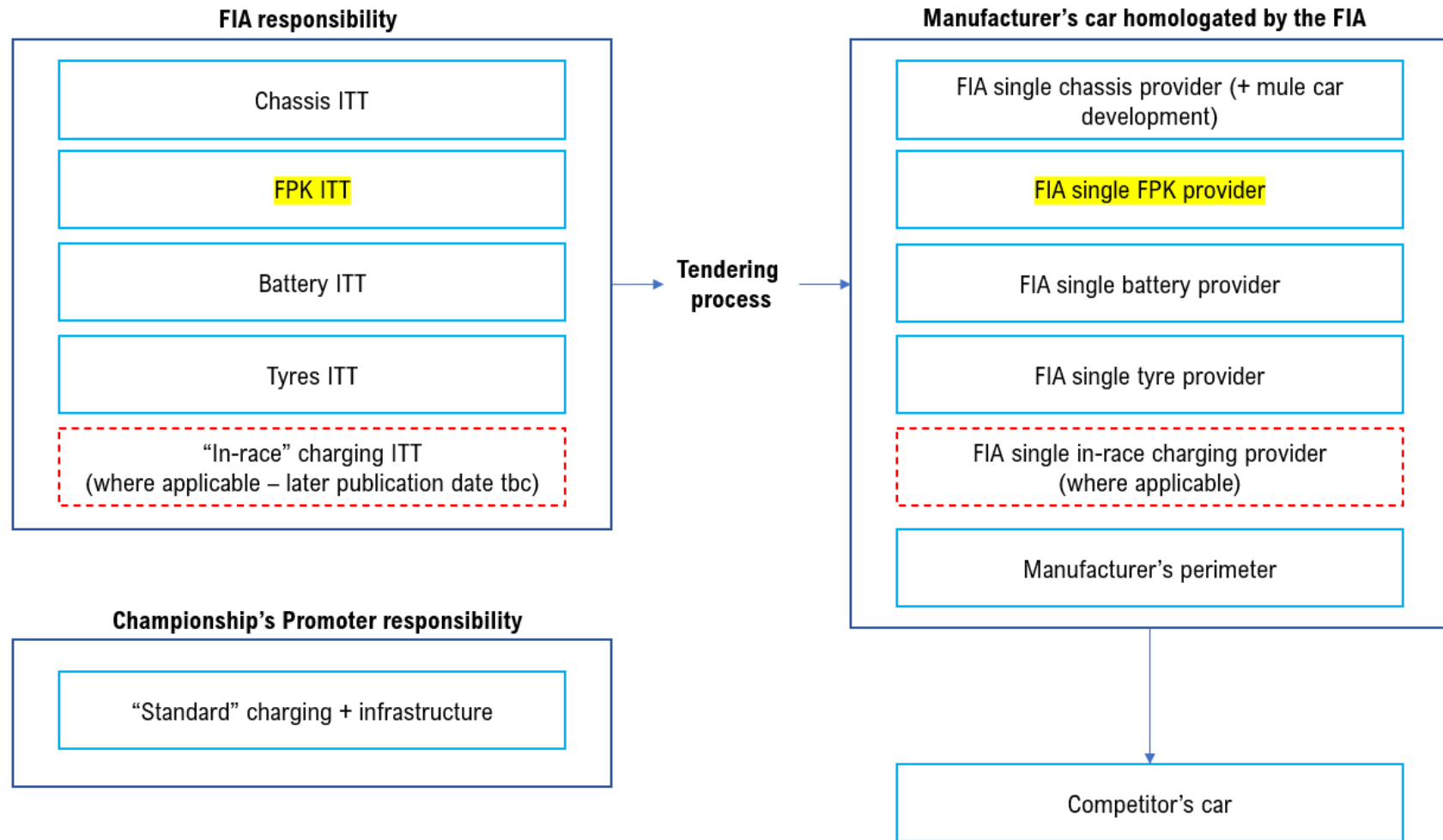
It is the duty of the selected tenderer to work from the early stages of the project's definition in conjunction with the battery system supplier and the tyre supplier, under the supervision of the FIA, as well as with the car manufacturers and the Promoter of the Championship, to support specific integration needs. The commercial proposal shall follow the cost caps required by this ITT, including all the development costs. NRE (Non-recurring-engineering) payment shall be made according to a framework that will be informed to the supplier by the FIA. The tenderer will have to deliver to car manufacturers all the parts included in this tender inside the defined cost cap.

The chassis proposed by the tenderer will have to comply with the draft 2026-27 Technical Regulations, applicable safety test requirements and guidelines as required by the FIA, and all the technical specifications included in this tender document.

Please contact the FIA Technical Department for requesting a copy of all the relevant documents mentioned throughout this ITT at [fe\\_fiatechnical@fia.com](mailto:fe_fiatechnical@fia.com).

[A document containing the answers to the requests for clarification submitted by tenderers is regularly updated and made available by the FIA upon request at fe\\_fiatechnical@fia.com.](#)

## 1.1. TENDER STRUCTURE



## 2. CURRENT FE SEASON 9 CAR GENERAL INFORMATION

The tenderer shall consult the FIA FE 2022-23 Technical Regulations and the FIA FE 2022-23 Sporting Regulations in the FIA website ([www.fia.com](http://www.fia.com)) for detailed information regarding the current car and applicable regulations. Additionally, the draft of the FIA FE 2026-27 Technical Regulations will be made available to the tenderer upon request to the FIA Technical department.

Additionally, a redacted version of the currently applicable **FE S9 Spare Parts Catalogue** can be made available by the FIA upon request, to provide a reference of all the parts delivered as part of the chassis perimeter (w/out front powertrain kit).

## 3. HOW TO FILE TECHNICAL DOCUMENTATION IN THE TENDER

Tenderers are expected to file the requested information throughout the document according to the following principles:

- “Compliance”: Express clearly the level of compliance of the tendered system towards each set of requirements.
- “Evidence”: Provide evidence to justify the stated level of compliance.
- “Additional Notes”: Include any additional valuable information that may help to support or clarify the tender.

## 4. TENDER PERIMETER

The tenderer shall supply a common chassis ~~(including front powertrain kit)~~, which comprises of the following:

- Survival cell, safety cell and safety structures (incl. FIAS, RIAS, anti-intrusion panels, primary and secondary roll structures, seat, headrest, etc.)
- Bodywork and aerodynamic devices (incl. front bodywork, rear bodywork, front and rear wings, sidepods, floor, and any aero device, etc.)
- Front suspension system (incl. upper and lower wishbones, push rod, track rod, rocker, anti-roll bar and anti-roll bar members, etc.)
- Front/Rear dampers
- Front/Rear uprights, hubs, rims (including wheel covers)
- Front/Rear hydraulic brake system (incl. callipers, discs, pads, etc.)
- Steering wheel system (incl. hardware and electronics)
- Power steering rack (electric)
- Driver control panel (incl. switches and LEDs for RESS safety lights)
- Sensors (Measurement of front brake pressure/temperature, radiator temperature, pedal travel, master cylinders displacement, accelerometer, gyroscope, steering angle, wheels speed, front/rear damper travel).
- Rear/~~front~~ common driveshafts and torquemeter sensors.
- RESS Status lights, Ready-to-move light, Rear rain light (hardware kits), LEDs kit (either lights and/or displays, in line with car styling requirements)
- RESS charge flap

- [RESS, FPK radiator elements](#)
- [Front driveshafts](#)
- Air duct components of the cooling system for RESS, Rear/Front Powertrain
- Fluid to Air Exchanger, pump, and pipework for RESS cooling system only (precise split to be decided with Battery Supplier & FIA)
- Supply management of the complete chassis and the spare parts, support plan, valuable data delivery.

## 5. CAR STYLING

The car must be open cockpit and formula style. It will be the duty of the tenderer to propose design options in compliance with the bodywork style and technical (aero) specifications, which will be defined by the FIA and the Promoter of the Championship and made available upon request.

As part of their offers to be submitted within the tender submission date, tenderers must submit first design proposals, including 2D sketches and 3D illustrations. The car styling proposed by the selected tenderer will then be refined in cooperation and in accordance with the instructions of the FIA and the Promoter of the Championship, including updates of the 2D sketches and 3D illustrations, and a 3D CAD model of the final design to be approved by the FIA and the Promoter of the Championship. During this process, the FIA and the Promoter of the Championship may request meetings and presentations, and require the submission of applicable documents and any adjustments to the design.

The execution and delivery of the car styling and all associated technical studies (such as CFD aerodynamic calculations, chassis integration studies for weight evaluation, mechanical studies for reliability, etc.) remain at all times the responsibility and expense of the selected tenderer.

## 6. CAR CONCEPT AND CONDITIONS OF USE

|    |   |   | COMPLIANCE | EVIDENCE | NOTES |
|----|---|---|------------|----------|-------|
| a. | Concept:                                | The car will be a four-wheel drive electric car, with 2 e-powertrains, both of which are outside the perimeter of this tender.  |            |          |       |
| b. | Front Powertrain Kit (FPK) integration: | The tenderer must consider a broader and deeper front section of the survival cell, beyond the requirements of only the driver controls, safety structures.<br>The volume shall accommodate the front powertrain kit, specific to each Manufacturer. The details of this volume and how the FPK shall be fitted to, and |            |          |       |

|    |                                   |  |  |  |  |
|----|-----------------------------------|--|--|--|--|
|    |                                   | mounted within (i.e., interface requirements) the survival cell are being worked on by the FIA and the Manufacturers currently. Feedback on this topics is expected from now and before the end of July, during which time the tenderer agrees to remain fully available, to be informed of the progresses between the FIA and Manufacturers on this matter. |  |  |  |
| c. | CAD models and technical drawing: | The tenderer shall supply relevant 3D CAD files and technical drawings to FIA as well as Manufacturers and Competitors from early stages of the development, to enable integration work.   |  |  |  |
| d. | Car weight breakdown:             | The tenderer shall provide a complete breakdown of all car components' supplied as part to the tender.   |  |  |  |
| e. | Ambient temperature:              | 5°C to 45°C  |  |  |  |
| f. | Relative Humidity (%RH):          | up to 98%  |  |  |  |
| g. | Ambient pressure:                 | from 760mb to 1050mb   |  |  |  |

**6.1. FORMULA E CHAMPIONSHIP AND TESTING INFORMATION**

|    |                                |                             | <b>COMPLIANCE</b> | <b>EVIDENCE</b> | <b>NOTES</b> |
|----|--------------------------------|-----------------------------|-------------------|-----------------|--------------|
| a. | Official test days per season: | 6 official test days        |                   |                 |              |
| b. | Single race event per season:  | Up to 22 single race events |                   |                 |              |
| c. | Promotional events             | 6 promotional events        |                   |                 |              |



## 6.2. PRIVATE AND PROMOTIONAL TEST DAYS (RELEVANT FOR MANUFACTURERS' DEV BATTERIES)

|    |                    |                              |  |  |  |
|----|--------------------|------------------------------|--|--|--|
| a. | Private test days  | 12 (+8) private testing days |  |  |  |
| b. | Promotional events | 6 promotional events         |  |  |  |

## 7. MAIN SYSTEM REQUIREMENTS

|    |  |   | COMPLIANCE | EVIDENCE | NOTES |
|----|--|---|------------|----------|-------|
| a. | Maximum voltage (at any time):         | 1000 V (TBC with the battery provider)  |            |          |       |
| b. | Minimum voltage (at any time):         | 450 V (TBC with the battery provider)   |            |          |       |
| c. | Low voltage requirements (at anytime): | All electric devices, ancillaries on the car must operate between 9V to 16V.                    |            |          |       |
| d. | Indicative season time:                | 8 months (TBC by the FIA, in line with project timeline as per Art. 15 of this tender document) |            |          |       |
| e. | Season mileage:                        | <del>10.000</del> <u>8.000 km</u>   |            |          |       |

## 8. REFERENCE DUTY CYCLES

Reference duty cycles are to be used as guiding reference for the evaluation of the performance of the proposed battery system, to be used in conjunction with reference timetables, as specified in Art. 8.1 of this tender document.

However, the actual timetables may vary, hence it is the duty of the tenderer to confirm this information with the FIA in line with project timeline and milestones related with the 2026-2027 ABB FIA Formula E World Championship's sporting format's and calendar's definition.

|    |                                   |  | COMPLIANCE | EVIDENCE | NOTES |
|----|-----------------------------------|--|------------|----------|-------|
| a. | 300kW Race (low-drag aero config) | xls. file available by the FIA upon request. |            |          |       |

|    |   |   |  |  |  |
|----|---|---|--|--|--|
| b. | 600kW Race (low-drag aero config)                                   | xls. file available by the FIA upon request.            |  |  |  |
| c. | 600kW Qualy (low-drag aero config)                                  | xls. file available by the FIA upon request.            |  |  |  |
| d. | <del>600kW Race – no energy save (high-downforce aero config)</del> | <del>xls. file available by the FIA upon request.</del> |  |  |  |

### 8.1. REFERENCE TIMETABLES

See Appendix III A of this tender document.

### 9. PERFORMANCE TARGETS

All the parts delivered with this tender shall perform satisfactorily for the specified period of time and the abovementioned conditions of use, and maintain high quality standards over time.

#### 9.1. POWER, WEIGHT AND DIMENSION REQUIREMENTS

|    |                                   | SCENARIO A                                    | COMPLIANCE | EVIDENCE | NOTES |
|----|-----------------------------------|---|------------|----------|-------|
| a. | Max. Power release Race:          | 600kW, depending on duty cycle, as per Art. 8 |            |          |       |
| b. | Max. Power release Qualy:         | 600kW, depending on duty cycle, as per Art. 8 |            |          |       |
| c. | Max. Power Attack Mode:           | 600kW, depending on duty cycle, as per Art. 8 |            |          |       |
| d. | Max. Power Regen:                 | 700 kW  |            |          |       |
| e. | Max. Power Regen (Front / Rear)   | 350 kW  |            |          |       |
| f. | Max Power Discharge (Front/Rear)  | 350 kW  |            |          |       |
| g. | Target car weight (incl. driver): | 930 kg  |            |          |       |

|    |   |   |  |  |  |
|----|---|---|--|--|--|
| h. | Target chassis weight (including all the parts of this tender): | 314-324 kg  |  |  |  |
| i. | Indicative weight balance (w/out driver):                       | [47-49] % (Front)   |  |  |  |
| j. | Maximum car width:  | 1800 mm   |  |  |  |
| k. | Maximum car length:   | 5000 mm   |  |  |  |
| l. | Maximum car height:   | 1250 mm   |  |  |  |
| m. | Ballast:  | The standard ballast positioning is left free to accommodate the resulting weight balance of the car. |  |  |  |

## 9.2. SURVIVAL CELL AND SAFETY STRUCTURES

|    |          |  | COMPLIANCE | EVIDENCE | NOTES |
|----|----------|--|------------|----------|-------|
| a. | Concept: | <p>The survival cell forms the principal structural component of the chassis and shall be designed according to the specifications given in the 2026-27 FIA FE Draft Technical Regulations.</p> <p>The survival cell shall be merged with the battery system to form a unique safety cell. The safety cell must pass all the tests required by the “Formula E Safety Test Requirements”.</p> <p>Further, the lowest surface of the RESS when mounted in the car must be at least 10mm above the reference plane.</p> |            |          |       |

|    |                       |   |  |  |  |
|----|-----------------------|---|--|--|--|
| b. | Cockpit:              | <p>The survival cell includes the cockpit, the specifications of which are given in the 2026-27 FIA FE Draft Technical Regulations.</p> <p>In order to ensure that the opening giving access to the cockpit is of adequate size, the opening dimensions shall be in accordance with those specified in the Drawing 2 of the 2026-27 FIA FE Draft Technical Regulations.</p>   |  |  |  |
| c. | Driver Control Panel: | <p>The driver control panel shall be located in clear view of the driver, on the rear face of the bulkhead near Section B-B of the chassis, and include the following switches:</p> <ul style="list-style-type: none"> <li>— Driver Master Switch (DMS)</li> <li>— Emergency Stop Switch (ESS)</li> <li>— Extinguisher Switch</li> <li>— Service Disconnect (SD)</li> </ul> <p>Additionally, it shall include LED lights for repeating the RESS status lights, to be easily visible by the driver from inside the cockpit.</p>  |  |  |  |
| d. | Safety Structures:    | <p>The chassis safety structures include:</p> <ul style="list-style-type: none"> <li>— Front Impact Absorbing Structure</li> <li>— Rear Impact Absorbing Structure</li> <li>— Anti-intrusion panels for frontal, lateral and bottom side protection (rigidly attached to the survival cell in accordance with the specifications outlined in the 2026-27 FIA FE Draft Technical Regulations)</li> <li>— Principal Roll Structure</li> <li>— Secondary Roll Structure (Halo)</li> </ul> <p>The secondary roll structure must be homologated according to the FIA Standard 8869-2018 and supplied</p> |  |  |  |

|    |  |   |  |  |  |
|----|--|---|--|--|--|
|    |  | by an FIA approved supplier. Details of the two roll structures and associated mountings are given in the 2026-27 FIA FE Draft Technical Regulations. The safety structures must pass the tests required in the “Formula E Safety Test Requirements”. |  |  |  |
| e. | Rear powertrain mounting points:               | The tenderer will have to define common mounting points for the rear e-powertrain fixings.  |  |  |  |
| f. | Peripheral features mounting points:           | The tenderer will have to define common mounting points for the sole purpose of ancillaries’ fitting (including but not limited to ECUs, 12V batteries, ballast, etc.) as well as for cooling, brakes lines and looms.                                |  |  |  |
| g. | Conformity of Production of the survival cell: | All survival cells shall be manufactured according to the specifications given in this tender document, within a weight tolerance of $\pm 1.5$ kg.  |  |  |  |

### 9.3. BATTERY SYSTEM (RESS)

|    |  |   | COMPLIANCE | EVIDENCE | NOTES |
|----|--|---|------------|----------|-------|
| a. | Target battery pack(s) weight (including the cells, the supporting structure, housing, the baseplate, the coolant and all the internal/external components part of this tender perimeter): | 340 kg  |            |          |       |
| b. | Target battery pack(s) volume:   | 265 L   |            |          |       |
| c. | Battery housing  | The chassis tenderer shall work in conjunction with |            |          |       |

|    |  |  |  |  |  |
|----|--|--|--|--|--|
|    | functionalities:                         | <p>the battery provider to ensure the battery housing meet the following requirements as a minimum:</p> <ul style="list-style-type: none"> <li>— Mechanical protection</li> <li>— IP55 protection level against dust and water from any direction as a minimum (ISO 20653).</li> <li>— Electric protection (incl. equipotential bonding, isolation level).</li> <li>— Fire-retardant (UL94 V0 certification).</li> </ul> |  |  |  |
| d. | Battery housing structural requirements: | The chassis tenderer shall work in conjunction with the battery provider, under the supervision of the FIA, on the structural requirements of the base (i.e. baseplate), to which the battery system is fixed.   |  |  |  |
| e. | Cooling:                                 | The tenderer shall work in conjunction with the battery provider to support the definition of the cooling system (including but not limited to sharing valuable information from the design concept phase), under the supervision of the FIA.  |  |  |  |
| f. | Battery pack replacement:                | To achieve the replacement within the given time, the chassis and battery providers shall consider this requirement when working together on the architecture of the chassis, to enable the battery shall be replaceable in the car by the trackside support team within 45 minutes (pit in/out time).   |  |  |  |

**9.4. FRONT SUSPENSIONS**

|    |          |   | <b>COMPLIANCE</b> | <b>EVIDENCE</b> | <b>NOTES</b> |
|----|----------|---|-------------------|-----------------|--------------|
| a. | Concept: | Double wishbone type suspensions shall be used. Structural members should include upper and lower |                   |                 |              |

|    |                |  |  |  |  |
|----|----------------|--|--|--|--|
|    |                | wishbones, push rod, track rod, rocker, anti-roll bar and anti-roll bar members. The front suspension design shall allow for some adjustments by the car manufacturers.    |  |  |  |
| b. | Wheel tethers: | Each wheel must be fitted with two tethers which are homologated by the FIA in accordance with the specifications given in the 2026-27 FIA FE Draft Technical Regulations. |  |  |  |

**9.5. BODYWORK**

|    |                         |   | <b>COMPLIANCE</b> | <b>EVIDENCE</b> | <b>NOTES</b> |
|----|-------------------------|---|-------------------|-----------------|--------------|
| a. | Concept:                | The bodywork includes the front and rear bodywork, front and rear wings, sidepods, floor, aero devices, suspension members covers, etc.<br>Two (2) different aerodynamic specifications will have to be accommodated, via movable bodywork parts/elements or two separate bodywork kits. Target drag and downforce shall be as specified in Art. 9.5 .b) and c) of this tender document.<br>Given the exclusive supply of the chassis as a common part to all competitors, the 2026-27 FIA FE Draft Technical Regulations do not need to be accounted for in the bodywork design. |                   |                 |              |
| b. | Target drag (SCx):      | 0.65 (average of ride height map)<br>0.75 (average of ride height map)  |                   |                 |              |
| c. | Target downforce (SCz): | 2 (average of ride height map)<br>3 (average of ride height map)  |                   |                 |              |
| d. | Aerodynamic devices:    | The number of aerodynamic devices shall be agreed   |                   |                 |              |

|    |  |  |  |  |  |
|----|--|--|--|--|--|
|    |  | with the FIA. “Neutral” sections may be added for the purpose of meeting the bodywork style requirements.  |  |  |  |
| e. | Wind tunnel validation:  | The tenderer is required to perform full-scale wind tunnel testing to confirm achievement of set aero targets, and provide corresponding aero maps to Manufacturers, according to the timeline set in Art. 15 of this tender document.   |  |  |  |
| f. | Following car performance:   | Considering 2 identical cars running directly behind one another at 10m and 20m gaps (measured between front axle centre planes), the downforce and drag of the following car must not be lower than 75% (at 10m) and 95% (at 20m) of the lead car (obtained via approved CFD simulation). The FIA will reserve the right to adjust the targets accordingly to the final car characteristics.  |  |  |  |
| g. | Radiator layout definition for RESS <u>and FPK</u> cooling (and provisions for rear/ <del>front</del> e-powertrain cooling): | The radiator layout must comply with the RESS <u>and FPK</u> cooling demands, while meeting aerodynamic targets set within this document. Additionally, the tenderer shall provide provisions to Manufacturers for the demand of the rear <u>and the front</u> e-powertrain cooling requirement (radiator core volume, etc.).<br>The construction and installation of the radiators shall be such that, in the opinion of the FIA, it would not cause significant damage the survival cell in the event of a lateral impact. |  |  |  |
| h. | Conformity of production:  | All bodywork parts must ensure conformity of production before delivery within weight tolerances <3%. The difference in the manufacturing must not generate any aerodynamic performance influence.   |  |  |  |
| i. | Floor:   | The design of the bodywork facing the ground shall   |  |  |  |



|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  | allow for ease of access into the battery compartment. The step plane (as defined in the 2026-27 FIA FE Draft Technical Regulations) must be 50 mm above the reference plane. A skid block must be affixed underneath the reference surface. Volume for ballast fitting may be considered (up to 25 kg). Similarly, a dedicated volume shall be defined for the purpose of mounting a back-up transponder. |  |  |  |
|--|--|--|--|--|--|

**9.6. BRAKE SYSTEM**

|    |                                |  | <b>COMPLIANCE</b> | <b>EVIDENCE</b> | <b>NOTES</b> |
|----|--------------------------------|--|-------------------|-----------------|--------------|
| a. | Concept:                       | The car will be equipped with hydraulic brake systems on the front/rear wheels, operated by a pedal control. Additionally, an active device system to control the hydraulic pressure in the front/rear braking circuit is to be used. The active system must be in accordance with the 2026-27 FIA FE Draft Technical Regulations and be homologated by the FIA. |                   |                 |              |
| b. | Master cylinder layout         | A bespoke master cylinder layout with optimized design must be developed to ensure two different and independent front and rear hydraulic circuits.  |                   |                 |              |
| c. | Brake hardware specifications: | The hardware components of the hydraulic brake system (incl. callipers, discs and pads) shall be in accordance with the 2026-27 FIA FE Draft Technical Regulations.  |                   |                 |              |
| d. | Cooling:                       | The tenderer will have to ensure that the hydraulic brakes cooling demands are met from multiple concurrent qualifying laps. Liquid cooling of the brakes  |                   |                 |              |

|  |  |   |  |  |  |
|--|--|---|--|--|--|
|  |  | is prohibited. Brake air ducts for the purpose of cooling shall be in accordance with the 2026-27 FIA FE Draft Technical Regulations. |  |  |  |
|--|--|---|--|--|--|

### 9.7. STEERING SYSTEM

|    |                  |  | COMPLIANCE | EVIDENCE | NOTES |
|----|------------------|--|------------|----------|-------|
| a. | Concept:         | The tenderer must propose a full steering system including an electric steering rack, a bespoke steering wheel hardware with its electronics and dash. The Manufacturers may decide to develop a bespoke hardware but they still must be sourcing the same electronics by the chassis tenderer.<br>All parts fixed to the steering wheel must be fitted in such a way as to minimize the risk of injury in the event of a driver's head getting in contact with any part of the steering wheel assembly. |            |          |       |
| b. | Steering radius: | The steering radius must not exceed 9 m.   |            |          |       |
| c. | FIA impact test: | The steering wheel, steering column and steering rack assembly must pass the tests required in the "Formula E Safety Test Requirements".   |            |          |       |

### 9.8. WHEELS AND RIMS

|    |          |   | COMPLIANCE | EVIDENCE | NOTES |
|----|----------|---|------------|----------|-------|
| a. | Concept: | The tenderer should work in conjunction with the tyres provider to support the tyres performance definition |            |          |       |

|    |                 |  |  |  |  |
|----|-----------------|--|--|--|--|
|    |                 | (incl. tyre working range, weight and aero balances, etc.). All four tyres will be identical.  |  |  |  |
| b. | Rim material:   | One-piece rim made of a homogeneous metallic material is mandatory. Except for the valve, the TPMS, the drive pegs, the balance masses, no other parts may be attached to the rims, in accordance with the 2026-27 FIA FE Draft Technical Regulations.   |  |  |  |
| c. | Rim dimensions: | <p>Two options are proposed:</p> <ul style="list-style-type: none"> <li>— OPTION 1: 18 in.</li> <li>— OPTION 2: 20 in.</li> </ul> <p>The tender shall submit a proposal for one or either option, and work in conjunction with the tyre tenderer.</p> <p>For both the above listed options, rims must be symmetrical, and the diameters measured at the level of the inner and outer rim edges of a wheel must be identical, with a tolerance of + / - 1.5 mm.</p> <p>Seen from the side, between diameter 150 mm and 420 mm, a minimum of 50 % of the total internal area of the rim must permit a free transversal view. Balance masses must be fitted at a minimum distance of 150 mm from the rotational axis. All parts of the rim must move at the same rotational axis.</p> |  |  |  |
| d. | Rim weight:     | <p>(TBD by the tenderer)</p> <p>Reference weight from Gen2 car (S6):</p> <ul style="list-style-type: none"> <li>— Front weight: 6kg</li> <li>— Rear width: 7kg</li> </ul> <p>Reference weight from Gen3 car (S9):</p> <ul style="list-style-type: none"> <li>— Front weight: 6,7kg</li> <li>— Rear weight: 7,5kg</li> </ul>  |  |  |  |

|    |            |  |  |  |  |
|----|------------|--|--|--|--|
| e. | Rim width: | (TBD by the tenderer)<br>Reference weight from Gen2 car (S6):<br>— Front width 9” (9R18)<br>— Rear width 11” (11R18)<br>Reference width from Gen3 car (S9):<br>— Front width [10” (10R18)]<br>— Rear width [12.4” (12.4R18)] |  |  |  |
|----|------------|--|--|--|--|

## 10. SUPPLY OF THE PRODUCT AND THE SPARE PARTS

|    |  |  | COMPLIANCE | EVIDENCE | NOTES |
|----|--|--|------------|----------|-------|
| a. | Concept:   | The tenderer is to provide the complete chassis and the associated spare parts according to the numbers defined in Art. 10.1. and 10.2. of this tender document.   |            |          |       |
| b. | Logistics associated with the supplying of the product, the spare parts as well as the services: | The tenderer shall liaise with the Promoter of the Championship to have on-site paddock space allocation, pit equipment availability, accreditation and access to the Promoter’s freight services necessary for supplying the product and the spare parts, as well as for providing all the associated services. |            |          |       |

### 10.1. PRODUCT SUPPLY

|    | YEAR / SEASON             | TEST CAR  | RACE CAR | COMPLIANCE | EVIDENCE | NOTES |
|----|---------------------------|---|----------|------------|----------|-------|
| a. | 1 <sup>st</sup> July 2025 | Up to 10 – exact needs to be confirmed with the FIA | -        |            |          |       |
| b. | 2026 / -                  | Up to 10<br>(1 per Manufacturer)                    | -        |            |          |       |

|    |           |  |          |  |  |  |
|----|-----------|--|----------|--|--|--|
| c. | 2026-2027 |  | Up to 24 |  |  |  |
| d. | 2027-2028 |  | Up to 24 |  |  |  |
| e. | 2028-2029 |  | Up to 24 |  |  |  |
| f. | 2029-2030 |  | Up to 24 |  |  |  |

## 10.2. SPARE PARTS AND MANAGEMENT

See Appendix IX of this tender document for an overview of the total demand quantity for each running season and homologation period, based on Gen3 demand levels, so is indicative only but is a sound working basis for the tenderer, for further discussion with the FIA.

## 11. SUPPORT PLAN

The tenderer is to provide support related to the supplying of the product and spare parts during the introduction and validation process of the product, and subsequently during any official tests and race events, in accordance with the information provided below.

|    |  |  | COMPLIANCE | EVIDENCE | NOTES |
|----|--|--|------------|----------|-------|
| a. | Introduction and validation of the product (including all the parts delivered as part of this tender) from January 2025 onwards: | The tenderer shall provide support for the introduction and validation of the product supplied as part of this tender document, working alongside the selected tenderers for the delivery of the battery system and the tyres, under the supervision of the FIA.<br>The tenderer shall trackside support and personnel, etc., to enable successful track running and validation of all single supplied components with the mule car, from January 2025 onwards, in line with the project timeline as per Art. 15 of this tender document, and the minimum requirements set in Art.11 b) of this tender document. |            |          |       |

|    |  |  |  |  |  |
|----|--|--|--|--|--|
| b. | Mule car testing requirements:                             | <p>Required personel would include as a minimum, but not limited to:</p> <ul style="list-style-type: none"> <li>- 1 project leader</li> <li>- 1 system engineer</li> <li>- 1 trackside / data engineer</li> <li>- 1 HV engineer</li> <li>- 1 chassis engineer</li> <li>- 4 mechanics</li> </ul> <p>The tenderer agrees on the following:</p> <ul style="list-style-type: none"> <li>- To provide a testing plan covering 6-12 months of development (mileage requirement in representative conditions of 4000km).</li> <li>- Select representative tracks (layout, kerbing, etc.) and validate final choices with the FIA, to ensure relevancy with FE “typical” city tracks.</li> <li>- Validate the test driver(s) choice with the FIA (FE experience required to maximite outcome).</li> <li>- Generate technical reporting following each test session to the shared with the FIA.</li> <li>- Generate valuable technical data to be shared with the Manufacturers and the FIA.</li> </ul> <p>The tenderer shall consult the FIA for the provision of all components to assemble the mule car, which are otherwise part of the Manfuacturer’s perimeter.</p> |  |  |  |
| c. | Trackside support during private testing by Manufacturers: | On-track and remote support shall be provided by the tenderer throughout the entire development phase to Manufacturers.  |  |  |  |
| d. | Trackside support during official test and race events:    | On-track and remote support shall be provided by the tenderer throughout the entire season, and any time at the discretion of the FIA in order to manage issues  |  |  |  |

|    |   |   |  |  |  |
|----|---|---|--|--|--|
|    |   | concerning all the parts/services delivered as part of this tender.   |  |  |  |
| e. | Trackside personnel:                          | The following personnel shall be made available for the purpose of providing trackside support during official events:<br>— 1 project leader.<br>— 2/3 technicians.   |  |  |  |
| f. | Trackside event reporting:                    | The tenderer shall release event reporting (in written form) during official test and race events as required.  |  |  |  |
| g. | Off-track support:                            | The tenderer shall propose a framework for off-track support to all competitors.<br>Additionally, the tenderer shall provide support for inspecting the structural integrity and quality of the parts supplied as part of this tender, i.e. of damaged parts for subsequent repair, throughout the entire duration of the contract.                 |  |  |  |
| h. | Support/Personnel during private test events: | The tenderer shall provide support equipment and personnel to all competitors during private test events, at the discretion of the competitors (at their own expenses).   |  |  |  |
| i. | Additional services:                          | The tenderer shall propose a framework for additional engineering services, i.e. for the purpose of homologating the safety structures according to the FIA safety requirements at an FIA approved laboratory and coordinate the supply of specific parts, as required by the test, at the conditions set between the competitors and the tenderer. |  |  |  |

**12. VALUABLE DATA RELATED TO THE PRODUCT (\*DATE TBC BY THE TENDERER)**

|    |  |   | <b>COMPLIANCE</b> | <b>EVIDENCE</b> | <b>NOTES</b> |
|----|--|---|-------------------|-----------------|--------------|
| a. | Key data sharing among all the selected tenderers and the FIA: | The tenderer undertakes to work closely with the other selected tenderers (for the supply of the battery system and the tyres) as well as the charging system and infrastructure providers, under the supervision of the FIA, to provide the necessary support (including but not limited to sharing key information detailed in Art.12 b), c) below) from early stages of the project.   |                   |                 |              |
| b. | Valuable technical data:                                       | The following documentation shall be delivered to all car manufacturers (subject to manufacturer registration) by 1 <sup>st</sup> July 2024 – 1 <sup>st</sup> September 2024:<br><ul style="list-style-type: none"> <li>– 2D drawings, 3D CAD data</li> <li>– Suspension data</li> <li>– Spring/anti rollbar range</li> <li>– Aero map (SCx, SCz-Fr, SCz-Rr) from wind tunnel</li> <li>– Cooling air mass flow expectations for front/rear e-powertrains &amp; RESS</li> <li>– Brake system characteristics</li> <li>– Sensor and actuator details (spec, loom pinout)</li> </ul> The FIA reserves the right to request any additional documentation as required. |                   |                 |              |
| c. | Additional documentation:                                      | The following documentation shall be provided to all car manufacturers by 1 <sup>st</sup> May 2025:<br><ul style="list-style-type: none"> <li>– Draft user manuals</li> <li>– Draft spare parts catalogue and associated price list form</li> </ul>   |                   |                 |              |
| d. | Online portal for data sharing:                                | The tenderer shall put in place a common online portal,   |                   |                 |              |



|  |  |   |  |  |  |
|--|--|---|--|--|--|
|  |  | in order to easily share information linked to the product throughout the season. |  |  |  |
|--|--|---|--|--|--|

### 13. PRICE LIST

The tenderer shall specify the price list, including the price of the complete product (ready for delivery), associated parts, spare parts as well as individual sub-assemblies, components, and services (support plan, etc.) provided as part of the perimeter of this tender. The price list shall be detailed in the price form that is included in the Appendix I of this tender document.

### 14. ADDITIONAL INFORMATION TO BE INCLUDED INTO THE TENDER

|    |                            |   | COMPLIANCE | EVIDENCE | NOTES |
|----|----------------------------|---|------------|----------|-------|
| a. | General:                   | <ul style="list-style-type: none"> <li>— Company presentation (including but not limited to technical expertise, organisation ability, resources, etc.)</li> <li>— Information related to any sub-contractors (including but not limited to company information, technical expertise, contacts, etc.), <del>in particular regarding the front powertrain kit supplier.</del></li> <li>— Evidence of industry experience in managing contracts of similar size and nature within the motorsport /automotive industries.</li> </ul> |            |          |       |
| b. | Project description:       | <ul style="list-style-type: none"> <li>— Technical product review (mechanical (structural), safety, electrical specifications, etc.).</li> <li>— Global performance targets and technical solutions (incl. weight, dimensions, etc.).</li> <li>— Description of the validation programme, equipment, resources and associated timeline.</li> </ul>  |            |          |       |
| c. | Manufacturing capability / | <ul style="list-style-type: none"> <li>— Definition of the supply chain (including detailed</li> </ul>  |            |          |       |

|    |   |  |  |  |  |
|----|---|--|--|--|--|
|    | Supply chain management:                      | <p>information on third-party suppliers and/or partners).</p> <ul style="list-style-type: none"> <li>— Manufacturing capabilities, quality and production standards, management systems and certifications.</li> <li>— Evidence of manufacturing capabilities through on-site visit by the FIA.</li> </ul>   |  |  |  |
| d. | Simulation and hardware testing capabilities: | <ul style="list-style-type: none"> <li>— Evidence of ability to run simulations to optimize the vehicle architecture (CAD) and aero performance (CFD).</li> <li>— Evidence of testing capabilities, equipment and procedures to perform tests/ quality checks / inspections at component, sub-assembly and full-scale level through on-site visit by the FIA.</li> </ul> |  |  |  |
| e. | Financial stability:                          | <ul style="list-style-type: none"> <li>— Evidence of financial stability and ability of the tenderer to raise and maintain funding to supply the product, the spare parts and the associated services for the entire duration of the contract.</li> </ul>  |  |  |  |
| f. | Human Resources allocation:                   | <ul style="list-style-type: none"> <li>— Overview of the tenderer's staff allocated to the project, during the tendering phases and for on-/off-track support for the duration of the contract.</li> </ul>   |  |  |  |

## 15. PROJECT TIMELINE

|    |  |   | COMPLIANCE | EVIDENCE | NOTES |
|----|--|---|------------|----------|-------|
| a. | Publication of ITT:                              | 31 May 2023   |            |          |       |
| b. | Tender submission date:                          | 31 August 2023  |            |          |       |
| c. | FIA final selection:                             | 19 October 2023   |            |          |       |
| d. | Manufacturer registration:                       | Q1 2024   |            |          |       |
| e. | <b>Valuable Technical Data to Manufacturers:</b> | <b>According to Art. 1213 of this tender document (TBC by the tenderer)</b> |            |          |       |
| f. | <b>Purchase order (for test car):</b>            | <b>TBC by the tenderer</b>  |            |          |       |
| g. | Tenderer Crash tests:                            | October 2024  |            |          |       |
| h. | <b>Purchase order (for race car):</b>            | <b>TBC by the tenderer</b>  |            |          |       |
| i. | Test mule car:                                   | January 2025  |            |          |       |
| j. | Manufacturer cars delivery:                      | 1 <sup>st</sup> July 2025*  |            |          |       |
| k. | Race cars delivery:                              | 1 <sup>st</sup> September 2026  |            |          |       |
| l. | Manufacturer Homologation:                       | September 2026  |            |          |       |
| m. | Collective pre-season test:                      | [October] 2026 (tbc by the FIA)   |            |          |       |
| n. | First race season 13:                            | [November] 2026 (tbc by the FIA)  |            |          |       |

*\*Concerning j., the tenderer and the FIA will agree on the exact quantities in line with the product development and required validation.*

The tenderer must submit a detailed timeline, with reference to all key milestones listed in this document, in any other related ITTs, as well as all other key activities to ensure program deliverables are achieved and completed on time. The FIA reserves the right to request further information.

## **APPENDIX III A**

### **REFERENCE TIMETABLES**

A complete season will be as defined in Art. 86.1 of this tender document. Reference timetables are made available by the FIA upon request.

## APPENDIX IV

### COMMITMENT TO SUSTAINABILITY

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

As a minimum requirement, the tenderer must comply with any legal requirements related to environmental and social responsibility in force in countries where the organisation operates and be able to provide evidence of compliance, if requested. Tenders include sustainability selection criteria that reflect practices and solutions that go beyond the minimum requirements. They aim to value the proposal of suppliers who provide the most sustainable solutions. We focus our requirements for suppliers in four priority areas. Some of these apply directly to products, others to production methods and overall organisation's policy and operations. The tenderer's offer and organisation will be assessed according to the following criteria:

| PRIORITY AREA   | CLARIFICATION   | EVIDENCE OF COMPLIANCE | COMMENTS |
|---|---|------------------------|----------|
| <b>CRITERIA APPLICABLE TO THE ORGANISATION</b>  |   |                        |          |
| <b>a) Sustainability in the organisation</b>  |   |                        |          |
|   | Sustainable development is integrated into the tenderer organisation's system: certified environmental management e.g. ISO 14001 (efficient use of resources, reduction of waste, transport and travel policy, etc.), environmental/ESG policy, sustainable procurement policy, carbon footprint calculation, carbon neutrality commitment, reduction targets, etc. |                        |          |
| <b>b) Social responsibility.</b>  |   |                        |          |
| The tenderer ensures that its products/services are delivered ethically. Notably, the tenderer guarantees the respect of:   | Working conditions and social protection  |                        |          |
|   | Health and safety of employees, consumers, and users  |                        |          |
|   | Ethics and anticorruption   |                        |          |
|   | Equal opportunities and diversity   |                        |          |
|   | Social due diligence in the supply chain: human rights, prevention of discrimination, etc.  |                        |          |
| <b>CRITERIA APPLICABLE TO THE PRODUCTS - SUBJECT MATTER OF THE TENDER</b>   |   |                        |          |
| <b>c) Environmental and carbon footprint.</b>   |   |                        |          |
| The tenderer is aware of the environmental impact generated by the <b>products</b> and adopts solutions to minimise impact: | Local supply of raw materials and transport by sustainable means  |                        |          |
|   | Carbon emissions calculation and reduction plan, carbon compensation scheme for residual emissions  |                        |          |
|   | Sustainable energy sourcing and reduction of energy consumption   |                        |          |
|   | Measures to reduce negative impact on the   |                        |          |

| PRIORITY AREA   | CLARIFICATION   | EVIDENCE OF COMPLIANCE | COMMENTS |
|---|---|------------------------|----------|
|   | natural environment throughout the product/service lifecycle, e.g., prevention of pollution, limitation of use of synthetic materials, reduction of waste, etc.   |                        |          |
|   | Implementation of traceability of materials across the supply chain   |                        |          |
| <b>d) Circular Economy</b>  |   |                        |          |
| The tenderer takes into account the principles of circular economy in every stage of <b>products/goods</b> lifecycle: |   |                        |          |
| Design and manufacturing:   | Integration of renewable, recycled, or reused materials and provision of certificates/proofs (recycled carbon fibre, linen, etc.)   |                        |          |
|   | Integration of materials that are recyclable / suitable for reuse or other material recovery  |                        |          |
|   | Design for increased lifespan & recycling   |                        |          |
|   | Optimisation of quantities and elimination of surplus materials   |                        |          |
| Use   | Solutions to increase duration of use whilst maintaining the sporting performance   |                        |          |
| Distribution  | Propose initiatives to reduce the CO <sub>2</sub> emissions related to logistics: <ul style="list-style-type: none"> <li>• Reduction in freight mass and/or volume</li> <li>• Prioritising sea-freight over airfreight</li> <li>• Reduction in number of people travelling</li> </ul> |                        |          |
| End of life:  | Propose sustainable end-of-life solutions (take back scheme, recycling/reuse options, return product to the recycling plant by sea freight or viable options for suitable treatment by recovery facilities in the country of product use, to reduce transport)                        |                        |          |

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

**APPENDIX V**

**FIA STANDARDS OF CONDUCT FOR SUPPLIERS**



## FIA STANDARDS OF CONDUCT FOR SUPPLIERS

### 1 – GENERAL

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

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

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

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

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

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

1.7 The FIA may conduct or to have conducted on its behalf inspections, audits and/or due diligence checks of facilities and business practices to monitor Suppliers' compliance with the Applicable Law and these Standards, and fulfilment by Suppliers and their employees, suppliers, sub-contractors, agents and related entities of their

undertakings. Suppliers shall provide any relevant information and documents, and give access to the representatives of the FIA to verify such compliance. Suppliers shall undertake to improve or correct any inadequacy. Suppliers shall keep sufficient authentic and accurate records to prove compliance. Failure to cooperate or to provide the information requested shall constitute a breach of these Standards.

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

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

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

### 2 - HEALTH AND SAFETY

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

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

### 3 - HUMAN RIGHTS AND EMPLOYMENT PRACTICES

#### **Dignity and Fundamental Rights**

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

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

3.3 Suppliers comply with, and maintain awareness of, the Applicable Law in the countries where they conduct business. Suppliers conduct business responsibly, with

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





## FIA STANDARDS OF CONDUCT FOR SUPPLIERS

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.

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

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

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

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

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

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

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

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

### **Wages and Working Hours**

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

### **Drugs**

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

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

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

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

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

## **5 - BUSINESS INTEGRITY**

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

### **Corruption and Bribery**

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

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

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



## FIA STANDARDS OF CONDUCT FOR SUPPLIERS

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

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

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

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

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

### Gifts and Entertainment

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

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

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

5.9 The giving or receipt of gifts by Suppliers in the fulfilment of their duties for the FIA is not prohibited if all of

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

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

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

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

## 6 - CONFLICTS OF INTEREST

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

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

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

6.3 Suppliers must disclose any perceived, apparent, potential and/or actual conflicts of interest to the FIA Ethics Committee and/or the FIA Compliance Officer. In case of



## FIA STANDARDS OF CONDUCT FOR SUPPLIERS

doubt concerning any conflicts of interest, disclosure or at least consultation should be favoured.

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

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

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

### **8 - TRADE COMPLIANCE**

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

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

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

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

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

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

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

### **11 - CONFIDENTIAL INFORMATION**

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

### **12 - DATA PRIVACY**

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX VI**

**QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE**



## QUESTIONNAIRE

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



Compliance – Due Diligence Policy

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



### High Risk Countries

- Syria
- Cuba
- Sudan
- Iran
- North Korea

### Offshore Financial Centers

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

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

## APPENDIX VII

### MINIMUM TERMS OF THE SUPPLY AGREEMENTS (FOR REFERENCE)

This list provides the minimum terms which will have to be addressed in the **SUPPLY AGREEMENTS** that the **PROVIDER** will enter into with **CAR MANUFACTURERS** and **COMPETITORS**.

|                                | <b>Car Manufacturers</b>   | <b>Competitors</b>   |
|--------------------------------|--|--|
| <b>Object (contract basis)</b> | Development as per tender  | Homologated car supplied from Manufacturer (or direct from supplier)                 |
|                                | Validation   | as per FIA Homologation  |
|                                | Manufacturer car & spare parts supply                                      | Competitor and spare supply (ex works and trackside)                                 |
|                                | Service  | Service  |
|                                | Manufacturer Test day Support  | Race and Official Test Support   |
| <b>Perimeter</b>               | As per Tenders and FIA and possible FIA update                             | As per Tenders and FIA and possible FIA update                                       |
| <b>Deliverable</b>             | <b>Data Package (all data's required for the car development) :</b>        | <b>Data Package (all data's required for the car development) :</b>                  |
|                                | Perimeter CAD and interface  |  |
|                                | Suspension geometry  | Suspension geometry  |
|                                | Spring and ARB range   | Spring and ARB range   |
|                                | Aero Map CFD and Wind tunnel f(RH)   | Aero Map CFD and Wind tunnel f(RH)   |
|                                | Air duct air speed   |  |
|                                | Brake system characteristic  | Brake system characteristic  |
|                                | Sensors and actuators details (Spec Looms & pinout)                        | Sensors and actuators details (Spec Looms & pinout)                                  |
|                                | <b>Users Manuals</b>   | <b>Users Manuals</b>   |
|                                | <b>initial car delivery price as per FIA form</b>                          | <b>initial car delivery price as per FIA form</b>                                    |
|                                | <b>parts catalogue &amp; Price</b>   | <b>parts catalogue &amp; Price</b>   |
|                                | <b>Service</b>   | <b>Service</b>   |
|                                | Technical support during dev period (including sub supplier when required) | Technical support at official tests and races (including sub supplier when required) |
|                                | Fault list management and reporting  | Fault list management and reporting  |
|                                | On track dev session Support   |  |
|                                | <b>Manufacturer Spare Parts stock as per Tender</b>                        | <b>Trackside spares support</b>  |
| <b>Schedule</b>                | Details schedule of the deliverable  | Details schedule of the deliverable  |
|                                | Purchasing order schedule  | Purchasing order schedule  |
| <b>IP</b>                      | Bidder ownership   | Licensed from Manufacturer   |



|                          |  |  |
|--------------------------|--|--|
|                          | outside surface Sub licensing to Manufacturers for Commercial & Marketing activation   | Outer surfaces required for livery development   |
|                          | No right to copy or reverse engineering  | Bidder perimeter sub licensing for all commercial and marketing purpose such as content production, model cas, merchandasing                               |
|                          | Bidder accept to sub license to manufacturer IP relative to any CAD files required for the car development   | No right to copy or reverse engineering  |
|                          | No extra cost to be charge to the Manufacturer on top of the NRE related to any extra work to meet tender target   |  |
| <b>Warranty</b>          | Bidder to update spec and replace parts under FIA instruction  | Bidder to update spec and replace parts under FIA instruction  |
|                          | Bidder to ensure parts quality as per FIA tender requirement   | Bidder to ensure parts quality as per FIA tender requirement   |
| <b>Liability</b>         | no bidder liability in case of loss, damage, defect, injury  | no bidder liability in case of loss, damage, defect, injury  |
|                          | Bidder and Manufacturer liability cap at 3* initial delivery car price in case of contract breach  | Competitor liability cap at 3* initial delivery car price in case of contract breach   |
|                          |  | No extra cost to be charge to the Competitorrelated to any extra work to meet tender target  |
| <b>White label</b>       | Yes including no marketing /commercial activation under Bidder brand ,except specific deals with all parties involve (FIA/FEO/Manufacturer and competitor) | Yes including no marketing /commercial activation under Bidder brand ,except specific deals with all parties involve (FIA/FEO/Manufacturer and competitor) |
|                          |  | to be compliant with FEO commercial agreement regarding Auto part  |
| <b>Fee and prices</b>    | Details of NRE payment Schedules attached to Data Package  | Fixed price to the competitor inclusive of any NRE charged   |
|                          | Dev car Payment schedule   | Race car Payment schedule  |
|                          | Manufacturer Service included in the NRE   | Competitor Service fee as per tender plus fixed price expenses for European and Fly-away races   |
| <b>Prices indexation</b> | as Per FIA definition in registration Form   | as Per FIA definition in registration Form   |

|  |                                     |   |
|--|-------------------------------------|---|
|  |                                     | Duel parts pricing; direct from supplier (1.2) / track side supply (1.35) |
| <b>Delivery (incoterms)</b>            | Exwork if UK or UE                  | Either via Manufacturer or direct from supplier                           |
| <b>Spare parts Delivery obligation</b> | ensure equity between Manufacturers | ensure equity between Competitors   |
|  | Stock management                    | Stock management  |
| <b>Data protection</b>                 | AS per UK GDPR law                  | AS per UK GDPR law  |
| <b>Applicable law</b>                  | England                             | England   |

**APPENDIX VIII**

**DRAFT SUPPLY AGREEMENTS (TO BE SUPPLIED BY THE PROVIDER)**

## **APPENDIX IX**

### **SPARE PARTS BASED ON GEN3 MODEL (FOR REFERENCE ONLY)**

|    | Assembly                    | Manuf. | Competitors | Provider |
|----|-----------------------------|--------|-------------|----------|
| 1  | Survival Cell               | 1      | 12          | 3        |
| 2  | Front Suspension            | 12     | 32          | 12       |
| 3  | Steering                    | 6      | 12          | 6        |
| 4  | Pedal Box                   | 12     | 12          | 6        |
| 5  | Rear Outboard Suspension    | 12     | 36          | 12       |
| 6  | Bodywork (Upper)            | 6      | 12          | 6        |
| 7  | Bodywork (Lower)            | 12     | 36          | 12       |
| 8  | Bodywork + FIAS             | 18     | 48          | 36       |
| 9  | RIAS                        | 12     | 36          | 12       |
| 10 | Damper car sets*            | 12     | 24          | 24       |
| 11 | Cooling                     | 12     | 24          | 24       |
| 12 | Rim car sets*               | 18     | 48          | 20       |
| 13 | Brake Material* (axle sets) | 36     | 240         | 40       |
| 14 | Electronics                 | 12     | 24          | 12       |

“Manufacturer” = purchased and retained as consistent stock among all manufacturers combined (for dev cars and any other non-race usage).

Based on assumption of 6 Manufacturers.

“Competitor” = purchased and retained as consistent stock among all competitors combined (for race cars). Based on assumption of 12 Competitors.

“Provider” = held by the Tenderer for fulfilment of damaged or failed items at short notice from within either the “Manufacturer” or “Competitor” stocks. Note it is unclear (to me at least) if SOME or NONE of these would be held at the race events.

The tenderer must verify the above quantities (provided as guiding reference only) with the FIA against likely sporting restrictions to be in place for 2026-27 season and beyond.