



INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT
TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS

The FIA's objective is to select an exclusive supplier for the main fuel system components (hereafter "the fuel system components") whose task shall be to ensure the production, delivery and maintenance of the fuel system components for the 2021, 2022, 2023 and 2024 seasons of the FIA Formula One World Championship (hereafter "the Championship").

All the tenderers are invited to provide all relevant technical and financial documents demonstrating that they are capable of supplying the fuel system components to the COMPETITORS under the conditions referred to in the draft contract.

The FIA reserves the right to request any additional information from, and to organise meetings with tenderers who have submitted the most interesting bids.

Should a tenderer be selected, it 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 products directly to the competitors (not to the FIA) under terms and conditions to be agreed.

For reasons related to the regulatory stability of the FIA Formula One World Championship, the FIA may decide at its absolute discretion that the exclusive supply contract will also include the 2025 season. Tenderers are therefore required to submit two different bids, a first one, which will cover the 2021, 2022, 2023 and 2024 seasons of the Championship and a second one, which will cover the 2021, 2022, 2023, 2024 and 2025 seasons of the Championship. The draft contract attached to this invitation to tender refers only to the first scenario, but the rights and obligations would be substantially the same in the event of a contract that would include the 2025 season.

Bids must be sent to the FIA Administration by e-mail to the following address:
tenderingprocedure@fia.com

Bids which do not comply with these supply conditions will not be taken into consideration.

The FIA reserves the right to make amendments to this invitation to tender at any time and to issue a new invitation to tender.

Publication of invitation to tender:	16 May 2019
Submission date:	15 June 2019
Notification of decision:	14 July 2019

ADDITIONAL REQUIREMENTS

TECHNICAL SUPPORT

Technical support for all COMPETITORS should cover technical support for system installation and for failure analysis. The tenderers must define the level of support included in the supply price.

Should a COMPETITOR wish to have additional dedicated support at their factory or at the track, a price for such support should be included in the tender.

FORM TO BE COMPLETED

BY TENDERER

All fuel systems manufacturers interested in supplying the Fuel System Components in the 2021, 2022, 2023 and 2024 FIA Formula One World Championship are required to complete Parts 1 and 3 of this form, and to provide all relevant documentation containing the information listed in part 2.

Part 1

We, the undersigned:

Name of tenderer:

.....
.....

Registered Office of tenderer:

.....
.....

Company Number of tenderer:

.....
.....

Contact Person responsible for tender and contact details:

.....
.....

are prepared to supply the Fuel System Components respecting all the conditions set out in the draft contract below in the 2021, 2022, 2023 and 2024 FIA Formula One World Championship.

Part 2

1. Description of the tenderer's experience.
2. Detailed technical description setting out all the relevant qualities and specifications of the Fuel System Components the tenderer proposes to supply, together with evidence that the product would be in compliance with the requirements.
3. List of the activities that the tenderer would intend to subcontract within the context of the supply of the Fuel System Components, and details and identities of the subcontractors it intends to commission for such activities.

4. Pricing form stating the prices at which the Fuel System Components will be supplied. The tenderers shall include to this form the pricing of pre-production parts, the anticipated maximum quantities available for each COMPETITOR and the corresponding earliest delivery dates. The tenderers shall also include the price of servicing of the PRODUCT and expected service intervals in their tender.

The documentation is to be sent to tenderingprocedure@fia.com with each page initialled.

Part 3

Provided that our tender is selected by the FIA, we undertake to enter into a contract with the FIA under, substantially, the terms and conditions stated in the present document, as well as to comply with all sporting, technical and any other regulations applicable to the Championship.

Name:

Title:

Company:

In:

On:

Signature:

DRAFT CONTRACT FOR SUPPLYING THE FUEL SYSTEM COMPONENTS

IN THE 2021, 2022, 2023 AND 2024

FIA FORMULA ONE WORLD CHAMPIONSHIP

BETWEEN

THE FEDERATION INTERNATIONALE DE L'AUTOMOBILE (FIA)

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,

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

PART 1 GENERAL CONDITIONS

RECITALS

- (A) 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.
- (B) 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.
- (C) The FIA is responsible for the publication of the GOVERNING RULES.
- (D) 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.
- (E) It is intended that the FIA and the PROVIDER will enter into this CONTRACT pursuant to which the PROVIDER will be appointed as the sole supplier of the PRODUCT to the CHAMPIONSHIP for the term set out herein.

1. APPOINTMENT AND SUPPLY

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

2. RELATIONS BETWEEN THE PROVIDER AND THE COMPETITORS

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

- 2.4 If requested by the FIA, the PROVIDER shall provide 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 that prevents the FIA from reviewing relevant agreements or carrying out its regulatory functions (including ensuring that the PRINCIPLES OF SPORTING EQUALITY are maintained).
- 2.5 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.
- 2.6 In the event of uncertainty regarding whether any action taken or proposed to be taken by the PROVIDER may breach the PRINCIPLES OF SPORTING EQUALITY, the PROVIDER shall request guidance from the FIA, which shall make a determination in this regard. Where such a determination is made by the FIA, the PROVIDER's actions in complying with that determination shall be deemed to be in compliance with the PROVIDER's obligation under GENERAL CONDITION 2.1 to treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.
- 2.7 Each SUPPLY AGREEMENT shall include a clause permitting the COMPETITOR and/or PROVIDER to terminate the SUPPLY AGREEMENT without a penalty of any kind in the event of expiry or earlier termination of the CONTRACT.

3. LIABILITY

- 3.1 Without prejudice to the other rights set out in the CONTRACT, the PROVIDER shall indemnify and hold harmless the INDEMNIFIED PERSONS from and against all reasonably foreseeable losses incurred by the INDEMNIFIED PERSONS 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 or type; and
 - (c) negligence 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, and hereby covenants for the benefit of each INDEMNIFIED PERSON 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 that enters into a CONTRACT will produce an attestation certifying that an insurance policy has been contracted in its name with a top-ranking international insurance company for covering its liability as PROVIDER for any and all action which might be taken to obtain compensation for prejudice caused by a manufacturing defect affecting the PRODUCT used pursuant to the CONTRACT.

4. WARRANTIES

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

5. TERMINATION

- 5.1 Notwithstanding any other provision hereof, either party may terminate the CONTRACT with immediate effect by written notice to the other if any of the following events occur:
- (a) the other party has committed a material breach of the CONTRACT which is not capable of remedy or, if remediable, has not remedied it within 30 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 the GENERAL CONDITIONS 1.2, 1.3, 2, 3, 4.1 and 8.3 and any of the SPECIAL CONDITIONS is acknowledged by the PARTIES to be a material breach);
 - (b) steps (including any steps analogous to those that follow) have been taken to wind up the other party, or to place the other party into administration, or to have a receiver appointed over any of its assets, other than as part of a scheme of solvent reconstruction or amalgamation; or
 - (c) the other party shall cease or threaten to cease carrying on business, or the other party shall make any composition or arrangement with its creditors, or become subject to any other insolvency process or proceeding (other than as part of a scheme of solvent reconstruction or amalgamation), or have all or any of its assets or undertakings seized by a government or governmental agency or authority (including any acts analogous to the above).

6. GOVERNING RULES

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

making of any changes to the PRODUCT to be supplied pursuant to the CONTRACT that may be necessitated by any amendment to the technical specifications or the GOVERNING RULES.

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

7. GOVERNING LAW AND LANGUAGE

- 7.1 The language that shall prevail for the interpretation of the CONTRACT shall be English and the CONTRACT and all documents connected with the CONTRACT shall be written in English. In the event of any conflict between the language of the CONTRACT and any translation thereof, the language of the CONTRACT shall prevail. In the event of any conflict between the language of any document connected with the CONTRACT and any translation thereof, the language of the document connected with the CONTRACT shall prevail.
- 7.2 The governing law of the CONTRACT shall be French law.
- 7.3 The Tribunal de Grande Instance de Paris, France, shall have sole jurisdiction to settle any dispute that may arise between the FIA and the PROVIDER in connection with the CONTRACT, subject at all times to the provisions of clause 6.4.
- 7.4 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.
- 7.5 Each party undertakes to the other party that in the exercise of its rights and performance of its obligations under this CONTRACT, it shall comply with all applicable laws, including without limitation all applicable laws relating to anti-corruption measures. In particular, and in accordance with such laws, each party undertakes to abstain (and to cause its directors, employees and officers to abstain) from corruptly, directly or indirectly, offering, promising, giving, paying or accepting any Public Official's request for a gift, or authorising anyone to give or pay, directly or indirectly, any sums, other benefits or advantages or anything of value to or for a Public Official.

For the purpose of this clause:

"Public Official" shall mean (i) anyone who performs public functions in a legislative, judicial or administrative capacity; (ii) anyone acting in an official capacity for or on behalf of a Public Body; (iii) anyone in charge of providing a public service; or (iv) any other person, individual or entity at the suggestion, request or instruction or for the benefit of any of the persons or entities referred to in (i) to (iii) above; and

"Public Body" shall mean (i) a supranational, national, regional or local government, (ii) an agency, department or instrumentality of a supranational, national, regional or government-participated company, and/or (iv) a public international organisation.

8. GENERAL

- 8.1 Nothing in the CONTRACT guarantees or shall be construed as guaranteeing the solvency of a COMPETITOR. The FIA is not responsible for ensuring that the COMPETITORS satisfy the terms of the SUPPLY AGREEMENTS and the FIA shall not be liable for a failure by any COMPETITOR to satisfy the terms of a SUPPLY AGREEMENT.
- 8.2 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof.
- 8.3 The CONTRACT shall be binding on and ensure to the benefit of the PARTIES and their respective successors and permitted assigns. The PROVIDER shall not be entitled to assign or subcontract its rights or obligations under the CONTRACT in whole or in part without the prior written consent of the FIA.
- 8.4 Any notice to be given under the CONTRACT shall be given in writing and 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 irrefutably be presumed to be the second local business day after posting.
- 8.5 Any variations of the CONTRACT shall be ineffective unless agreed in writing and signed by the PARTIES.
- 8.6 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.
- 8.7 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.
- 8.8 GENERAL CONDITIONS 3, 7 and 8 shall survive expiry or termination of the CONTRACT for any reason (but shall terminate at the time expressly provided in the relevant GENERAL CONDITION, if any).

PART 2 – SPECIAL CONDITIONS

[The clauses in this special part (some of which are more informative than binding in their current wording) may be subject to significant rewording in the supply contract with the selected supplier].

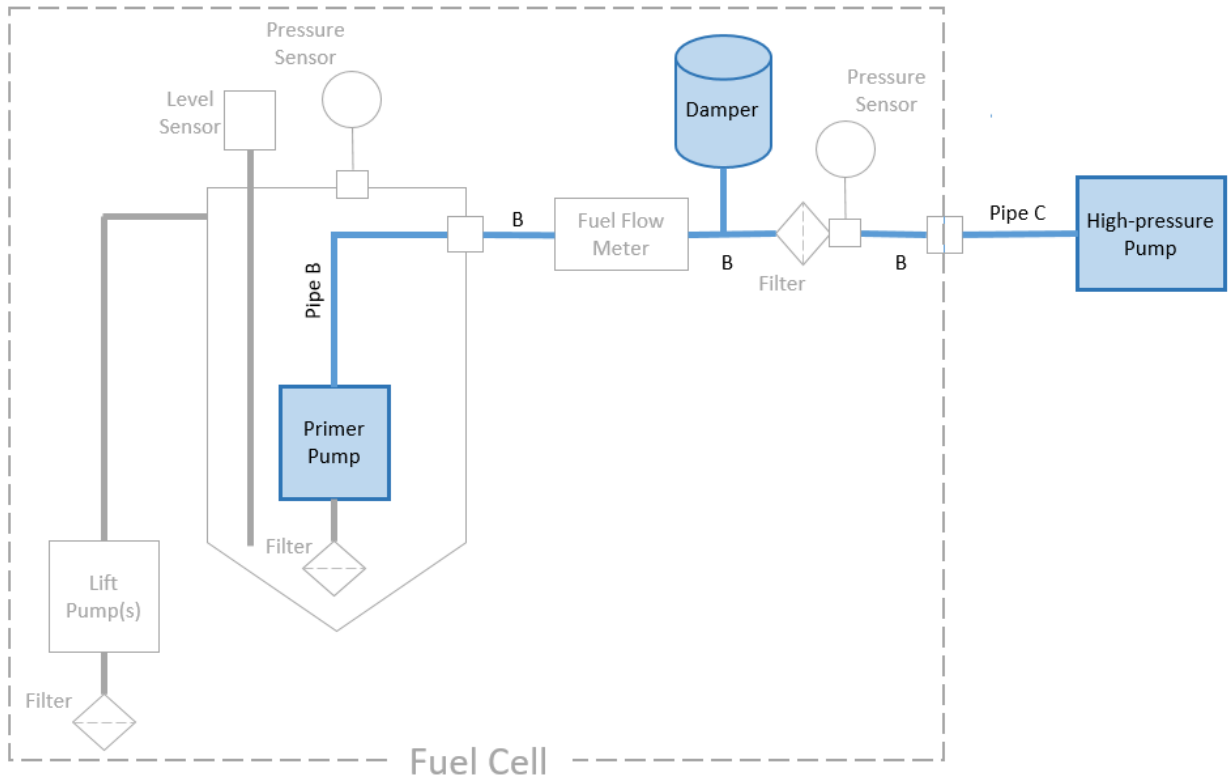
1. OBJECTIVES FOR THE SUPPLY OF COMMON FUEL SYSTEM COMPONENTS

- 1.1 The aim of single source supply is to retain current levels of Formula One fuel system performance for all cars at a reduced cost for the COMPETITORS whilst also removing the requirement for COMPETITORS to design or source their own fuel system components. The components can be carried over between seasons, which removes the need for costly continuous performance development.
- 1.2 Fuel flow limitation enforcement is key to the fairness of the COMPETITION, and common fuel system components shall contribute to a fair regulation of the COMPETITION by the FIA.

2. DELIVERABLES OVERVIEW

- 2.1 The Fuel System Components supplied by the PROVIDER consist of:
 - The primer fuel pump
 - The damper – if deemed necessary.
 - The HP fuel pump
 - The pipes from the primer fuel pump to the coupler located at the exit of the fuel cell
 - The pipes from the coupler located at the exit of the fuel cell and the HP fuel pump

A schematic diagram of the fuel system is shown below. The Fuel System Components covered by the supply contract are highlighted in blue.



- 2.2 Supply of the Fuel System Components must maintain equality of specification across all COMPETITORS. The PROVIDER must ensure that all the Fuel System Components are of equal size, weight and performance, irrespective of the supplied COMPETITORS.
- 2.3 A BASE QUANTITY for each of the components shall be supplied in accordance to **Appendix II**. This will cover quantities and delivery dates expected to be used for track testing and races. The PROVIDER will ensure that there are enough components to supply the minimum BASE QUANTITIES provided for in **Appendix II** to all COMPETITORS by the dates defined.
- 2.4 COMPETITORS may purchase additional quantities of any part of the Fuel System Components, but the PROVIDER may only supply additional quantities once the supply of BASE QUANTITIES within the defined delivery schedule is guaranteed for all COMPETITORS.
- 2.5 The PROVIDER will provide technical support to all COMPETITORS. Details of the support requirements are provided for in SPECIAL CONDITION 9.

3. SUPPLY AGREEMENTS

- 3.1 The PROVIDER will enter into a supply agreement with each COMPETITOR to supply the Fuel System Components and the required support.

- 3.2 The supply agreement shall include prices and conditions of supply for each of the components along with the technical support associated with the supply.

4. PRICING OF THE PRODUCT

- 4.1 The price of the PRODUCT supplied pursuant to the CONTRACT shall be in euros as further detailed on the PRICING FORM (**Appendix III**), which amount shall be inclusive of all taxes and charges and which amount shall not be increased for any reason.
- 4.2 VAT (value added tax) shall not be charged to those COMPETITORS that are exempt from VAT and that have supplied proof of such exemption to the PROVIDER.

5. DESIGN AND DEVELOPMENT OF THE FUEL SYSTEM COMPONENTS

- 5.1 The functional design of the fuel system components is the sole responsibility of the PROVIDER.
- 5.2 The PROVIDER should consult with the COMPETITORS on issues of packaging and interface with the car. The FIA will arbitrate should the PROVIDER feel any of the COMPETITORS' requests are either unreasonable or incompatible with the best overall operation of the fuel system, or incompatible with the objective of the supply agreement defined by this document.

6. SUPPLY OF UNITS

- 6.1 Components should be supplied as described in SPECIAL CONDITION 2.3. Dates and prices refer to ex-works availability from the PROVIDER. COMPETITORS will be responsible for transportation costs and any delays arising from their preferred method of delivery.
- 6.2 For components supplied as complete assemblies, testing should be carried out and documented as detailed in Section 3.8 of **Appendix I**.

7. UNIT LIFE

- 7.1 The target component life of the Fuel System Components located inside the fuel cell shall be one complete season of the CHAMPIONSHIP.
- 7.2 The target component life of the Fuel System Components located outside the fuel cell or mounted on the engine shall be one engine life (Based on 3 engines per season per driver).

8. EQUALITY OF TREATMENT AND PERFORMANCE

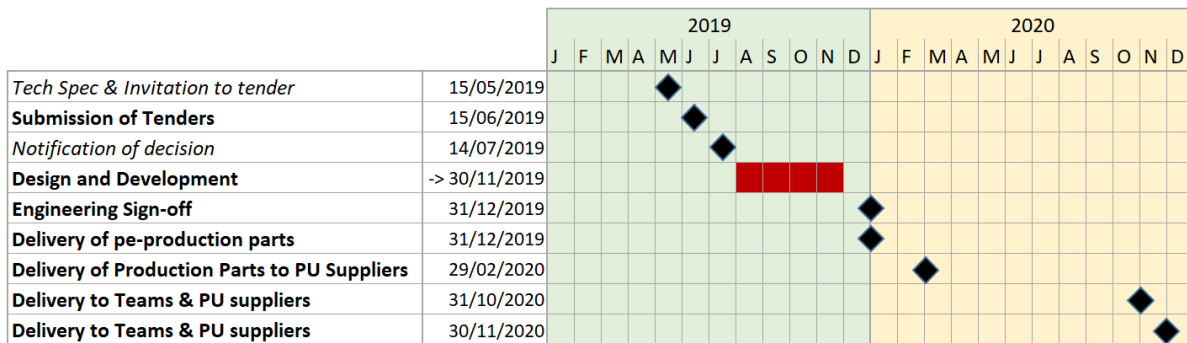
All COMPETITORS shall be equally treated in terms of supply and support and the PROVIDER shall ensure that all the Fuel System Components are as close to each other in terms of performance as practical. Individual unit pre-delivery sign-off test results, along with individual delivery weights, should be maintained and supplied to the FIA. Should the spread between units become

a concern for the FIA, it will register that concern and expect to work together with the PROVIDER to remedy the situation.

10. TREATMENT OF FAILURES

- 10.1 COMPETITORS and the PROVIDER will both be responsible for informing the FIA of any failures in any of the components or systems, whether this is on track or on a test rig. Information should be shared between the affected COMPETITOR and the PROVIDER with the aim of reaching a failure analysis agreed by both PARTIES. Should an agreement not be forthcoming, the FIA will arbitrate. The PROVIDER should subsequently produce a failure report agreed by the COMPETITOR and/or the FIA to include the most likely cause of the failure and a description of actions to take to avoid such failures from happening again.
- 10.2 Once a report is agreed, it should be modified to remove any COMPETITOR-specific data and then circulated to all other COMPETITORS.
- 10.3 Any parts scrapped as a result of proven manufacturing issues should be replaced free of charge as quickly as possible and fairly across all COMPETITORS. Furthermore, if the issue was one of manufacture, appropriate action should be taken to remedy the root cause of the issue to the satisfaction of the FIA.
- 10.4 Any modifications required, whether to the detailed specification of the components or new operating limits required, must be agreed with the FIA and communicated to all COMPETITORS, along with the plan to modify or replace parts as necessary.

11. OVERALL SCHEDULE TO END OF 2020



12. ASSOCIATION RIGHTS

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

PART 3 DEFINITIONS

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

- 1.1 **ASN** means a national automobile club or other national body recognised by the FIA as sole holder of sporting power in a country.
- 1.2 **CHAMPIONSHIP** means the 2021, 2022, 2023 and 2024 FIA Formula One World Championship.
- 1.3 **COMMERCIAL RIGHTS HOLDER** means the entity holding the commercial rights in the CHAMPIONSHIP, being Formula One World Championship Limited, a company incorporated under the laws of England with registered number 04174493.
- 1.4 **COMPETITION** (referred to as EVENT in the FIA Formula One World Championship Regulations) means any race forming part of the CHAMPIONSHIP and entered on the International Sporting Calendar of the FIA. A COMPETITION is deemed to commence at the scheduled time for scrutineering and sporting checks, and includes all practice, qualifying and the race itself, and ends at the expiry of the deadline for the lodging of a protest under the terms of the International Sporting Code.
- 1.5 **COMPETITORS** means the racing teams and the Power Unit Manufacturers that have been accepted by the FIA to take part in the CHAMPIONSHIP.
- 1.6 **CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS and the DEFINITIONS.
- 1.7 **DEFINITIONS** means the definitions set out in Part 3 of the CONTRACT.
- 1.8 **DRIVER** means a person driving a car in the CHAMPIONSHIP for a COMPETITOR.
- 1.9 **FIA** means the Fédération Internationale de l'Automobile.
- 1.10 **FIA ENGINEER** means the technician appointed by the FIA to carry out all technical checks and controls and to grant the necessary approval prior to the starting up of production.
- 1.11 **FINANCIAL REGULATIONS** means the Financial Regulations applicable to the CHAMPIONSHIP as published and amended by the FIA from time to time.
- 1.12 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.13 **GOVERNING RULES** means:
 - (a) the International Sporting Code and the Appendices thereto;
 - (b) the SPORTING REGULATIONS;
 - (c) the TECHNICAL REGULATIONS;
 - (d) Any FINANCIAL REGULATIONS;
 - (e) the Code of Ethics;
 - (f) The Judicial and Disciplinary Rules;

- (g) Any other regulations applicable to the CHAMPIONSHIP.
- 1.14 **INDEMNIFIED PERSONS** means the FIA, the COMMERCIAL RIGHTS HOLDER and each of its affiliates, each of the COMPETITORS, each of the DRIVERS, each of the PROMOTERS and each ASN together with, in each case, their respective directors, officers and employees.
- 1.15 **OFFICIAL TESTING** means tests as defined in and authorised by Article 22 of the SPORTING REGULATIONS.
- 1.16 **PRINCIPLES OF SPORTING EQUALITY** means the equal treatment by the PROVIDER of all COMPETITORS with respect to:
- (a) anything that may affect the performance of the PRODUCT;
 - (b) the terms on which the PRODUCT is supplied;
 - (c) the support, access and information made available to COMPETITORS in relation to the PRODUCT; and
 - (d) any other matter which affects or may have an effect, however minor, on sporting performance.
- 1.17 **PRODUCT** means Fuel System Components
- 1.18 **PROMOTER** means a person who has been appointed by the COMMERCIAL RIGHTS HOLDER to promote a COMPETITION.
- 1.19 **PROVIDER** means [•].
- 1.20 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.
- 1.21 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.
- 1.22 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIP as published and amended by the FIA from time to time.
- 1.23 **SUPPLY AGREEMENT** means any agreement, and all amendments thereto, between the PROVIDER and a COMPETITOR pursuant to which the PROVIDER shall supply the PRODUCT to the COMPETITOR.
- 1.24 **TECHNICAL REGULATIONS** means the Technical Regulations applicable to the CHAMPIONSHIP as published and amended by the FIA from time to time.

APPENDICES

I – TECHNICAL SPECIFICATIONS

II – DETAILS OF SUPPLY

III – PRICING FORM

APPENDIX I

TECHNICAL SPECIFICATIONS

1 REGULATIONS

The fuel system components must be compliant with any relevant technical and sporting regulations. It is anticipated that the PROVIDER will work alongside the FIA from the start of the project to ensure a common understanding of both the letter and the intent of the regulations and to ensure that any subsequent changes are consistent with the project as it progresses.

2 GENERAL

2.1 It is expected that the design of the fuel system components for 2021 will be developments of components currently in use, modified to take account of anticipated changes to the car and also taking into account the FIA's overall objectives to provide significant cost savings for the COMPETITORS and to help regulatory compliance.

2.2 Testing and development of the fuel system components will be the responsibility of the PROVIDER.

The Fuel System Components development testing will all be at the PROVIDER'S discretion but should target a full system test signoff before the end of December 2019.

2.3 COMPETITORS should not be supplied any components prior to final approval. Once final approval has been obtained, pre-production parts may be supplied to COMPETITORS for their own testing purposes providing that;

(a) all COMPETITORS are offered the same quantities and delivery dates of pre-production parts;

(b) it does not impact the ability to deliver production parts to the agreed schedule.

3 COMPONENT CONSTRAINTS

3.1 As described in Section 2.1 of this Appendix, it is expected that the design of the Fuel System Components for 2021 will consist of developing components currently in use and modifying them to take into account anticipated changes to the car, as well as the FIA's overall objectives to provide significant cost savings for the COMPETITORS with only minimal increases in weight.

3.2 The PROVIDER will be responsible for the correct functioning of the complete assembly, when assembled with FIA-mandated components not covered by this supply, such as the primer fuel pump, the high-pressure delivery and the outlet of the high-pressure pump.

- 3.3 Primer fuel pump: The primer fuel pump is the pump that takes fuel in the fuel collector (previously filled by “lift pumps” to a pressure between 1.5 and 2.0 barG) and supplies fuel to the high-pressure fuel pump to a pressure between 7.0 and 10.0 barG at a flow greater than 180 kg/h. It must be designed to cope with fuels complying with F1 Technical Regulations at a temperature between 0 and 70°C. The primer fuel pump will be immersed in fuel. It must be driven electrically by the F1 SECU using a standard control output controlled by standard software. The primer fuel pump must be sealed with anti-tamper seals before delivery. Optionally, the assembly may include the filter on the pump inlet.
- 3.4 Damper: Should the specification of the primer fuel pump, the pipes and the high-pressure pump so require, a passive damper will be authorised within the following specification limits: Maximum swept volume of 10 cc with a maximum compliance of 2 cc/bar. It must be located inside the fuel cell, possibly immersed in fuel. The damper must be sealed with anti-tamper seals before delivery. Optionally, the damper may include a filter and port for a pressure sensor shown in the schematic diagram shown in SPECIAL CONDITION 2.1.
- 3.5 High-pressure fuel pump: Mounted on the engine, outside the fuel cell. It must be able to be camshaft or crankshaft driven. It must be designed to cope with fuels complying with F1 Technical Regulations at a temperature between 0 and 80°C. It must be capable of supplying this fuel in these conditions to a minimum of 110 kg/h flow up to a pressure of 500 barG. It must be controlled by the F1 SECU using a standard control output and standard control software. The high-pressure fuel pump must be sealed with anti-tamper seals before delivery.
- 3.6 Pipes B: These pipes are the pipes situated inside the fuel cell. They ensure the links between the primer fuel pump up to the coupler situated at the exit of the fuel cell. They must be of #6 internal diameter. Several lengths must be available up to a maximum of 1000 mm. The linear compliance of the pipes must be lower than 0.01 cc/bar/m. Their fittings must be compatible with the primer fuel-pump fittings, the standard Fuel Flow Meter and the damper fittings. The fittings on the other ends must be standard, so that team’s designed parts can be adapted to them.
- 3.7 Pipes C: These pipes are the pipes situated outside the fuel cell. They ensure the links between the coupler situated at the exit of the fuel cell and the high-pressure fuel pump. They must be of #6 internal diameter. Several lengths must be available up to a maximum of 500 mm. The linear compliance of the pipes must be lower than 0.01 cc/bar/m. Their fittings must be compatible with the HP pump fitting. The fittings on the other ends must be standard, so that team’s designed parts can be adapted to them.
- 3.8 All components supplied as sub-assemblies should be tested, with results documented and supplied along with the components. The testing should be carried out to include any bedding-in necessary, full leak testing and performance characterisation where appropriate. Assembled and tested units must be supplied with appropriate blanking seals to maintain their cleanliness.

4 INDIVIDUAL PARTS IDENTIFICATION AND RECORD-KEEPING

- 4.1 All parts should be marked with part identification and a serial number. Material and manufacturing batch information should be maintained for all parts to aid in failure analysis and other part monitoring.
- 4.2 Only parts from the PROVIDER may be used on the cars. Parts must be unmodified and identifiable with part marking and serial numbering. From time to time, the PROVIDER may be asked to assist the FIA in ensuring parts are genuine and unmodified.

APPENDIX II

DETAILS OF SUPPLY

1. MINIMUM DELIVERIES AND LATEST DELIVERY DATES

1.1 Pre-production parts for COMPETITORS' rig testing/characterisation

It is proposed not to supply any components, even pre-production specification, until full system sign-off by 31 December 2019. Once signed off and the specification fixed, the PROVIDER may sell up to two sets of pre-production parts to COMPETITORS who want to carry out their own rig testing or characterisation testing. They may be similar or identical to production parts if that is practical, or may be close relatives of the production parts – whatever is practical for the PROVIDER. These parts cannot be used on cars.

1.2 Production Parts

The first two (six for Pipes C and HP fuel pump) sets of production parts should be produced for each COMPETITOR by the end of February 2020. Subsequent mandated delivery times for every COMPETITOR should be in line with the following table:

Minimum deliveries per PU Manufacturer

Latest Delivery Dates	Primer fuel pump	Pipes B	Damper	Pipes C	HP fuel pump
29/02/20	2	2	2	6	6
12 weeks before Test 1 2021	0	0	0	2 x No.T	2 x No.T
12 weeks before Race 1 2021	0	0	0	8 x No.T	8 x No.T

No.T = Number of teams supplied in 2021 as declared to FIA

Minimum deliveries per Team

Latest Delivery Dates	Primer fuel pump	Pipes B	Damper	Pipes C	HP fuel pump
31/08/20	2	2	2	2	2
12 weeks before Test 1 2021	2	2	2	0	0
12 weeks before Race 1 2021	4	4	4	0	0

Extra parts may be supplied to COMPETITORS, but only after the mandated latest delivery dates have been met for every COMPETITOR.

For whatever reason, a COMPETITOR can choose not to buy as many parts as shown in the table above. This should not create an issue with the PROVIDER being left with unusable stock at the end of the year because the contract is for a four-year period with no intended changes; hence parts will carry over to the following season.

If the minimum sets of assemblies as shown in the table above are supplied for the first season and then 4 new sets of Primer fuel pump/PipesB/Damper + 8 new sets of PipesC/HP Fuel pump are bought in each of the 2022, 2023 and 2024 seasons, the total quantity shall be:

Primer fuel pump/PipesB/Damper:		
2022 – 4 sets x 10 = 40 sets	}	
2023 – 4 sets x 10 = 40 sets	}	Total = 120 sets
2024 – 4 sets x 10 = 40 sets	}	

PipesC/HP Fuel pump:		
2022 – 8 sets x 10 = 80 sets	}	
2023 – 8 sets x 10 = 80 sets	}	Total = 240 sets
2024 – 8 sets x 10 = 80 sets	}	

In addition to this anticipated minimum, some COMPETITORS may choose to buy more, so the numbers may be higher than these minimums. However, regardless of the actual usage, carry over should protect against unusable stock and by the final year of the term of the CONTRACT, patterns of use shall be much clearer.

2 EQUITY OF SUPPLY

There should be insignificant differences between any of the parts supplied in order to ensure absolute equity of supply amongst COMPETITORS. As orders are processed, parts should be supplied sequentially in terms of batches, before being randomly assigned to each batch. The PROVIDER should provide details on the configuration of the shipping process to ensure this happens.

3 SERVICING

The servicing of the pumps and damper shall be carried out by the PROVIDER.

4 PRICING

4.1 The PROVIDER should include the following prices:

- A primer fuel pump
- A X mm pipe B: Price per available lengths are expected.
- A damper
- A X mm pipe C: Price per available lengths are expected.
- A High-pressure fuel pump

- Prices for the PROVIDER to carry out servicing on each of the parts by this supply contract – labour and parts (parts should be the same as the service kit prices above)
 - Prices for pre-production parts, where available (cf. Appendix I, Section 2.3)
 - The price of extra, dedicated, support requested by a COMPETITOR (on a per-day basis)
- 4.2 The PROVIDER should give a breakdown of non-recurring costs and how they are being dealt with in terms of pricing (separate payment or amortised into piece prices).
- 4.3 The PROVIDER should give a breakdown of payment terms and timing associated with all parts of the contract.

5. INTELLECTUAL PROPERTY

The FIA remains at all times the owner of the intellectual property rights contained in the technical specifications provided by the FIA to the selected provider.

Intellectual property rights over the final design of the PRODUCT will remain the property of the PROVIDER, but the latter will be required to provide detailed Computer Aided Design models (and drawings where appropriate) as required for installation purposes and to allow informed rebuilds to be carried out by the COMPETITORS.

The PROVIDER will also be required to provide detailed documentation to cover operation of the Fuel System Components and a specification of its operational envelope.

The PROVIDER shall grant a perpetual and unlimited licence to the COMPETITORS and to the FIA for the use of the models, drawings, documentation and other information referred to in this CONTRACT, including for the purpose of the applicable regulations. For the avoidance of doubt, proprietary processes and other manufacturing process information are not included in this disclosure.

1. Association rights

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

2. Additional agreements with COMPETITORS or suppliers

In addition to the standard supply agreements, the selected provider shall be free to enter into separate agreements with COMPETITORS, containing such commercial terms – including, in relation to advertising, publicity and other promotional arrangements – as those parties may agree. However, any such arrangements must not compromise the principles of sporting equality or be contrary to the supply agreement entered into with all COMPETITORS. In particular, the conclusion of any supplemental arrangement must in no way confer any sporting advantage upon one COMPETITOR over another.

3. Legacy running

Provision should be made to facilitate running of the 2021, 2022, 2023 and 2024 cars in the future as part of COMPETITORS' legacy programmes or future historic F1 car racing. This will entail providing sufficient documentation to allow third parties to operate cars with the Fuel System Components in a safe manner. The selected provider should agree to make best endeavours to provide such services and spare parts to allow these activities to continue either through their own company or through a supported sub-contractor.

4. Business Continuity Protection

By definition, the PROVIDER will be the only source of the Fuel System Components for the entire F1 grid. To protect the COMPETITORS from any supply failure or interruption (e.g., business failure or serious factory damage), all designs and production information necessary to transfer and continue the production elsewhere should be submitted to the FIA (and the PROVIDER and/or any liquidator, administrator or other insolvency practitioner acting on the PROVIDER's behalf, shall sign such documents and undertake all such actions as necessary to facilitate the transfer of this information to the FIA). This information will remain secret and confidential, and in the event it is no longer necessary, it shall be destroyed at the end of the CONTRACT.

5. Consultation and Approval

The PROVIDER shall regularly consult and cooperate with the FIA throughout the CONTRACT period. Furthermore, all designs, specifications and other deliverables developed by the PROVIDER in the context of the single supply must be approved in writing by the FIA.

APPENDIX III
PRICING FORM