



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 **battery system** whose task will be to ensure the production and delivery of the battery system 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 battery system of 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, in accordance with the FIA's "Invitation to tender for sole supply contract - tendering instructions" available on the FIA's website: www.fia.com, apart from article 1.1.8 and article 3 which will not apply to the present invitation to tender.

Bids 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 battery technology developments between competition vehicles and ordinary vehicles;
- Proposal relating to innovative design of the battery 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. 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. 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:

Matt Scammell
mjs@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

Phone number: +41 78 698 76 89

5. 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. 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. ADMINISTRATIVE FEES

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 BATTERY SYSTEM
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 compliant with 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 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, then the FIA may either (subject to GENERAL CONDITION 7.3):

(a) terminate the CONTRACT on written notice to the PROVIDER; or

(b) amend the CONTRACT unilaterally on written notice to the PROVIDER (including by modifying or removing the existing provisions of the CONTRACT and/or adding new provisions to the CONTRACT), with such amendments being deemed to be incorporated into the CONTRACT and binding on the PROVIDER effective upon its receipt of the relevant notice from the FIA (or such later date as the FIA may specify in such notice).

7.3 The FIA shall consult with the PROVIDER prior to terminating the CONTRACT pursuant to GENERAL CONDITION 7.2(a) above or making any unilateral amendment to the CONTRACT pursuant to GENERAL CONDITION 7.2(b) above and shall use reasonable endeavours to apply the principle of proportionality in relation to any such termination or amendment (with a view to reasonably maintaining the economic balance of the CONTRACT and reducing the impact of the termination or the amendment (as applicable) on the PROVIDER, the FIA and other relevant third parties while achieving the relevant objectives of the termination or the amendment).

7.4 The PROVIDER shall have no right to (and shall not purport to) terminate the CONTRACT as a result of the cancellation or postponement of the CHAMPIONSHIP or any COMPETITION(s) in any season, or to claim or receive any compensation from the FIA for any damages, loss or other consequences arising in connection with the cancellation or postponement of the CHAMPIONSHIP or any COMPETITION(s) in any season.

7.5 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 Judiciaire 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 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 1st 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 1st October 2024 at the latest.

- 2.3 The PROVIDER shall make available one full PRODUCT package to each CAR MANUFACTURER by 1st 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 1st 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 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). Each party hereby

grants to the other party a non-exclusive, non assignable, non-transferrable, fully paid-up, 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 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-transferrable, fully paid-up, 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:

- (e) to a subcontractor of the FIA;
- (f) to the extent such Developments are necessary for the performance of that subcontract;
- (g) pursuant to the same terms of this SPECIAL CONDITION 7.2; and
- (h) 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.

DATA

7.3 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 COMPETITOR any right to access, develop, enhance, modify or reverse engineer source code or source code materials owned or controlled by the PROVIDER.

- 7.4 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.

THIRD PARTY INTELLECTUAL PROPRETY

- 7.5 The PROVIDER warrants that to its knowledge the PRODUCT does 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.

8. SUSTAINABILITY

- 8.1 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>).
- 8.2 The PROVIDER shall comply with its commitments to sustainability as set out in the APPENDICES.
- 8.3 The PROVIDER shall provide a report on ethical and sustainable mining for any rare or mined materials or provide proof of re-used recycled mining materials (not man mined) prior to the commencement of supply under this CONTRACT.
- 8.4 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.
- 8.5 The PROVIDER shall provide evidence of purchase of Reusable Energy Certificates (RECs) for Scope 1 and 2 emissions at the manufacturing sites.
- 8.6 The PROVIDER shall provide evidence that the battery coolant is recognised as environmentally friendly i.e. non-toxic and not harmful to the environment, and that all fluids will be recovered, separated and recycled in an appropriate manner.
- 8.7 The PROVIDER shall be responsible for the management and cost of end of life and second life batteries, and shall provide an evidence-based refurbishment strategy (including 100% battery and cells recycling solutions) encouraging the re-introduction of recycled materials into subsequent seasons. Evidence shall be provided prior to commencement of supply and during the term of this CONTRACT.
- 8.8 The PROVIDER shall use at least 20% of recycled material in the battery and cells notably

for lithium and other minerals (in accordance with technical regulations).

- 8.9 The PROVIDER shall provide a list of potential recycling partners vetted by the FIA and the Promoter of the CHAMPIONSHIP, able to process components with best recovery ratio and minimum input energy required prior to the commencement of supply under this CONTRACT.
- 8.10 The PROVIDER shall identify innovative projects for second life batteries in race destination linked to charity or university projects.
- 8.11 The PROVIDER is responsible for the cost of carrying out a life cycle assessment (LCA), for batteries supplied in the CHAMPIONSHIP. The supplier and method chosen shall comply with the models of previous generations, be functional (financial method is not acceptable) and be approved in advance by the FIA and the Promoter of the CHAMPIONSHIP.

9. COMMERCIAL RIGHTS

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

- 9.1 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.
- 9.2 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.
- 9.3 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 **CAR MANUFACTURER(S)** means the car suppliers registered by the FIA to supply the homologated cars in the CHAMPIONSHIP.
- 1.3 **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.
- 1.4 **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.
- 1.5 **COMPETITOR(S)** means the teams that have been accepted to take part in the CHAMPIONSHIP.
- 1.6 **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.
- 1.7 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.8 **FIA** means the Fédération Internationale de l'Automobile (FIA).
- 1.9 **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.
- 1.10 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.11 **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 Code of Ethics of the FIA;
 - (f) the FIA Standards of Conduct for Suppliers (APPENDIX V);
 - (g) the Judicial and Disciplinary Rules of the FIA;
 - (h) any other regulations applicable to the CHAMPIONSHIP.
- 1.12 **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.
- 1.13 **OFFICIAL TESTING** means tests as defined in and authorised in the SPORTING REGULATIONS.
- 1.14 **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.
- 1.15 **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.
- 1.16 **PRODUCT** means the battery system as such term is described in the SPORTING REGULATIONS, the TECHNICAL REGULATIONS, the TECHNICAL SPECIFICATIONS and any other regulations applicable to the CHAMPIONSHIP.
- 1.17 **PROVIDER** means [•].
- 1.18 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.
- 1.19 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.
- 1.20 **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.
- 1.21 **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.

- 1.22 **TECHNICAL REGULATIONS** means the Technical Regulations applicable to the CHAMPIONSHIP, as published and amended by the FIA from time to time. The Technical Regulations are available on the FIA website: www.fia.com.
- 1.23 **TECHNICAL SPECIFICATIONS** means the technical requirements applicable to the PRODUCT as provided in APPENDIX III and as subsequently amended by agreement between the parties.
- 1.24 **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
 - III B – EXAMPLE OF TYPICAL ELECTRICAL LAYOUT OF THE BATTERY SYSTEM
 - III C – TECHNOLOGY READINESS LEVEL (TRL) MATRIX
- 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 AGREEMENT (TO BE SUPPLIED BY THE PROVIDER)

APPENDIX I

PRICING FORM

PRODUCT/SERVICE	PRICE IN EUROS WITHOUT VAT / EX- WORK	SERVICE PRICE IN EUROS WITHOUT VAT	SUPPLY LEAD TIME

APPENDIX II

INDEXATION FORMULA

Concerning the season 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 **battery system** 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 season 2026-2027 of the ABB FIA Formula E World Championship.

As part of the supply of a common battery system, the tenderer must place a focus on safety and reliability, while ensuring the achievement of the set performance targets and allow Formula E to continue to success in its endeavour of demonstrating the potential of electric technologies. To this extent, a detailed analysis should be carried out to assess the specified conditions of use.

Fairness, transparency, and equity of performance across the whole battery fleet will be of outmost importance and must be guaranteed throughout the lifecycle and according to the set conditions of use. Additionally, in order to keep positioning the Formula E World Championship as the laboratory of cutting-edge technologies for electric cars, fast charging capabilities may be addressed according to the conditions set out in this tender and other documents available upon request.

The FIA will launch other ITTs in parallel, in particular an **Invitation to Tender (ITT)** to select an exclusive supplier of a **chassis**, 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 (published later in time).

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**.

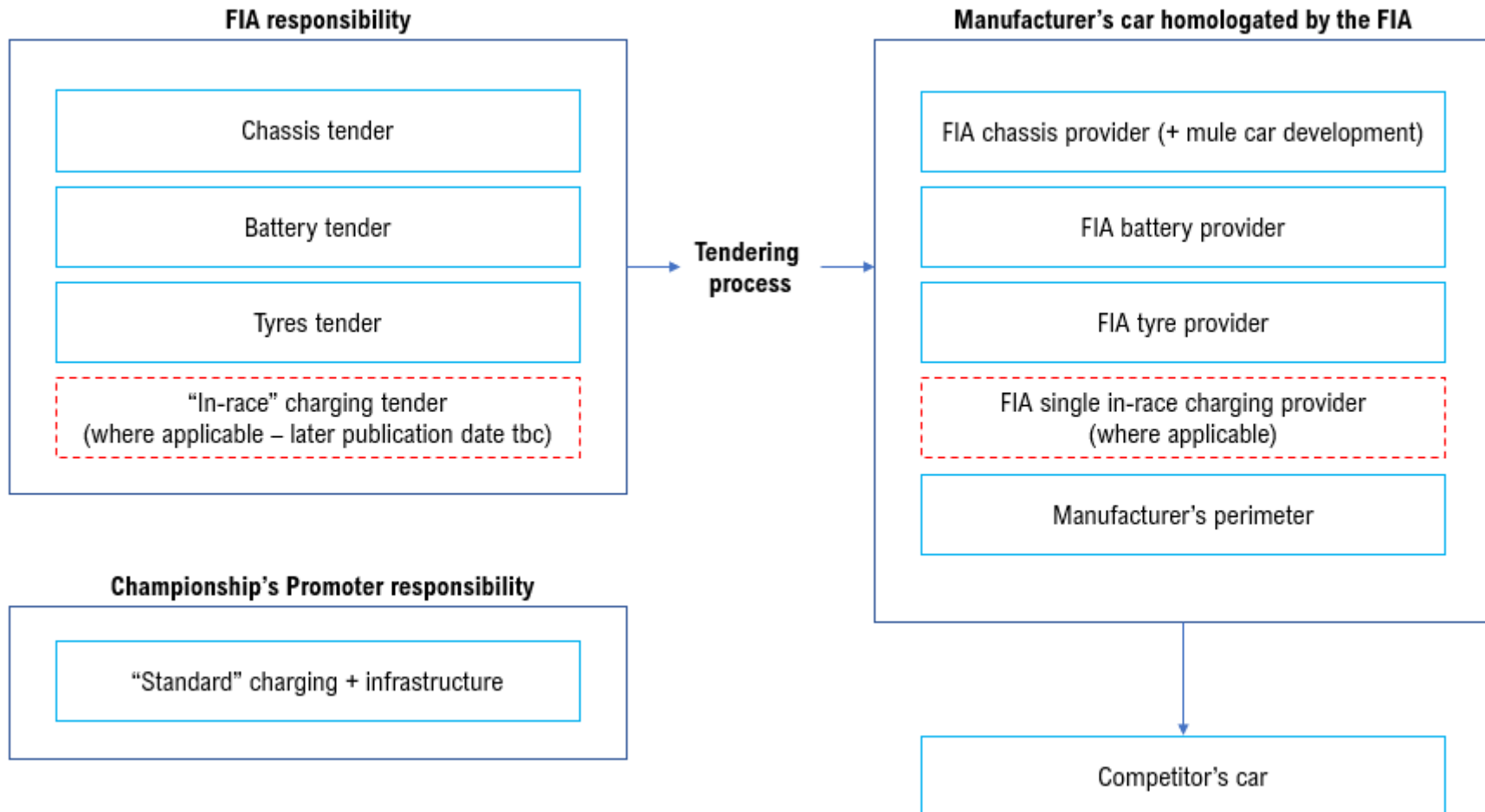
The battery forming the core of the vehicle, the selected tenderer will have to work alongside the selected chassis provided, as well as the charging and infrastructure provider(s), from early stages following the single suppliers' appointment, under constant supervision of the FIA, to enable specific system design and 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 battery system proposed by the tenderer will have to comply with the draft 2026-27 Technical Regulations, as well as applicable testing 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 fia_fetechnical@fia.com.

1.1. TENDER STRUCTURE



2. CURRENT FE SEASON 9 (GEN3) CAR GENERAL INFORMATION

The tenderer shall consult the FIA FE 2023-24 Technical Regulations and the FIA FE 2023-24 Sporting Regulations in the FIA website (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.

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.

Potential suppliers are encouraged to provide any additional information regarding the product, the associated production and development processes and the related services that may assist the FIA’s evaluation of the tender.

4. TENDER PERIMETER

The following list describes all the parts/services included in the perimeter of design responsibility for this tender:

- Battery system, including structural housing and all connecting interfaces (HV, LV, cooling, etc.)
- Battery Management System (BMS), including fuses, contactors and FIA sensors
- Cooling circuit, including lines, pump unit (incl. dielectric fluid), tri-way valve (where applicable), etc.
- Battery transportation casing
- Thermal pre-conditioning unit
- Discharge conditioning unit
- Pit equipment (trolley, etc.)
- Supply management of the complete battery and the associated spare parts
- On-site clear room during official test day and race events, as well as related equipment / personnel
- Spare management, Support plan and valuable technical data delivery
- Any specific air-freight equipment (i.e., battery transportation box)

5. CAR CONCEPT AND GENERAL CHARACTERISTICS

			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.	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.			
c.	Target car weight (incl. driver):	930 kg			
d.	Indicative weight balance front (w/out driver):	[47-49] % (Front)			
e.	Maximum car width:	1800 mm			
f.	Maximum car length:	5000 mm			
g.	Maximum car height:	1250 mm			

6. MAIN SYSTEM REQUIREMENTS AND CONDITIONS OF USE

			COMPLIANCE	EVIDENCE	NOTES
a.	Max voltage (at any time):	1000 V			
b.	Min voltage (at any time):	450 V			
c.	Low voltage requirements (at anytime):	All electric devices, ancillaries on the car must operate between 9V to 16V.			

d.	Battery life (it requires the initial battery usable energy w/out any power derating):	1 season (see Art. 6.1.)			
e.	Indicative season time:	8 months (TBC by the FIA, in line with project timeline)			
f.	Season mileage:	10.000 km			
g.	Nr of Charge/Discharge cycles:	160 cycles			
h.	Nr of Fast Charging cycles:	160 cycles			
i.	Ambient temperature:	5°C to 45°C			
j.	Relative Humidity (%RH):	up to 98%			
k.	Ambient pressure:	from 760mb to 1050mb			

6.1. CHAMPIONSHIP AND OFFICIAL TEST DAYS AND RACE EVENT INFORMATION

			COMPLIANCE	EVIDENCE	NOTES
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 TEST DAYS (RELEVANT FOR MANUFACTURERS' DEV BATTERIES)

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

7. PERFORMANCE TARGETS

The tenderer must ensure complete parity in the performance amongst all batteries in the fleet according to the specific criteria outlined below. Those targets are to be achieved until the end of life of the battery system. The battery system shall be to withstand high levels of vibrations and shocks, which are specific of the intended championship within urban environments.

7.1. POWER REQUIREMENTS

The tenderer must succeed in achieving the max power targets (Race, Qualy, AM, Regen, Charging) as outlined here below, until 0% available FIA race energy (defined in Art. 7.1 h) of this tender document), at end of life, while respecting all other safety and reliability criteria.

		SCENARIO A	COMPLIANCE	EVIDENCE	NOTES
a.	Max. Power release Race:	600kW, depending on duty cycle, as per Art. 7.1.1			
b.	Max. Power release Qualy:	600kW, depending on duty cycle, as per Art. 7.1.1			
c.	Max. Power Attack Mode:	600kW, depending on duty cycle, as per Art. 7.1.1			
d.	Max. Power Regen:	700 kW			
e.	Max. Power Regen (Front/Rear)	350 kW			
f.	Max Power Discharge (Front/Rear)	350 kW			
g.	Battery useable energy EoL ((Integration of the discharge power) – (0.85*Integration of the regen power) – (added “net” usable energy with “fast” charging)), excluding the 1.4kW constant power dedicated to auxiliary loads (DCDC, power steering, ...), when charged to an initial state of charge	55 kWh			

	that allows the minimum required discharged and regeneration power requirements outlined in this tender document to be met.				
h.	“Standard” Charging Power (TBC with charger and infrastructure provider):	Min. 100 kW			
i.	“In-race” Charging Power:	[700] kW			
j.	“In-race” Charging Time:	[up to 30] seconds			
k.	Added “net” usable energy through In-race Charging:	[up to 5] kWh			

7.1.1. REFERENCE SEASON DUTY-CYCLE

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. 7.1.2 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.	600kW Race - no energy save (high-downforce aero config)	xls. file available by the FIA upon request.			

The season cycle definition used for validation testing based on info provided in this tender must be submitted by the tenderer to the FIA Technical Department for consultation and validation.

7.1.2. REFERENCE TIMETABLES

See Appendix III A of this tender document.

7.2. BATTERY ARCHITECTURE, WEIGHT AND VOLUME REQUIREMENTS

A pack can be composed by a single cell electrochemistry and be compliant with the requirements of this tender document. Alternatively, it can be composed by two cell electrochemistries: 1- used to realize a high-energy sub module and 2- to realize a power sub-module, that jointly comply with the requirement of this tender document.

			COMPLIANCE	EVIDENCE	NOTES
a.	Cell selection:	The tenderer is required to explain the process of cell selection, by elaborating on aspects such as: <ul style="list-style-type: none"> – Manufacturing consistency, maturity across large batch builds. – Cooling requirements. – Cell form factor vs. volume requirements. 			
b.	Target cell(s) weight:	227 kg			
c.	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			
d.	Target battery pack(s) volume:	265 L			

A detailed weight and volume breakdown considering each of the core components of the battery pack shall be provided as part of the tender response. Because of the chassis and battery integration, the final volume will vary depending on what architecture and assembly concept is chosen in conjunction with the chassis supplier and under direct supervision and responsibility by the FIA.

7.3. THERMAL REQUIREMENTS

			COMPLIANCE	EVIDENCE	NOTES
a.	Battery thermal pre-conditioning:	The battery system may be pre-conditioned using off-board equipment. The tenderer shall provide the equipment and inform about the pre-conditioning procedure. The thermal pre-conditioning equipment may be provided as part of this tender according to Art. 14 of this tender document (TBC with the charging and infrastructure providers).			
b.	Battery temperature management during charging:	The battery system may be designed to be conditioned during each standard and fast charging sessions to avoid heat losses. The tenderer shall work in conjunction with the charging equipment provider to define the cooling demands and support with the definition of the charging equipment.			
c.	Battery temperature management during race:	The battery system may be designed to operate at its optimum temperature, to maximize the power extraction in race conditions. The tenderer shall work in conjunction with chassis provider to define the cooling requirements from the early stages of the project definition.			
d.	Battery thermal management after race:	The battery system has to be designed to reach its optimum storage temperature within 1h after the			

		race, to avoid uncontrolled and additional calendar ageing.			
e.	Balancing requirements:	The balancing of the battery system must be accomplished within 6 hours maximum.			

8. VALIDATION TESTING

8.1.1. CELL-LEVEL TESTING

The tenderer is required to provide evidence of validation testing of the proposed battery system, according to the duty cycles outlined in Art. 7.1.1. In particular, in order to define the overhead battery capacity required to achieve the performance targets, the tenderer must provide at least the following elements at cell level.

- A model of the calendar ageing expressed in terms of cell's capacity reduction at different discharge rates (C/5 and 1C) as a function of time and temperature.
- Power cycling ageing model expressed in terms of cell's capacity fading at different discharge rates (C/5 and 1C) as a function of the reference race cycles and for a complete race season.
- Hybrid Pulse Power Characterization (HPPC) characterization of the cell as a function of the reference race cycles and for a complete race season.
- Mapping of the cell energy round trip efficiency for a complete charge-discharge cycle at different discharge rates (at least C/5 and 1C) and temperature, as a function of the reference race cycles and for a complete race season.
- Mapping of the cell high-frequency resistance at different State-of-Charge (SOC) and temperatures as a function of the reference race cycles and for a complete race season. Such a resistance may be measured with an AC excitation at high frequency (e.g. 1kHz).

For all the above points, the season end has to be considered as the battery end-of-life.

8.1.2. FULL-SCALE BATTERY SYSTEM LEVEL VALIDATION TESTING

The tenderer undertakes to perform pack-level dyno testing against reference season duty cycle and submit results to the FIA, to ensure performance and reliability can be achieved over the complete race season.

From January 2025, the tenderer undertakes to provide a battery system corresponding to the exact final specification and the necessary resources to support/perform track validation (mule car testing). The exact plan of testing will be defined by the FIA Technical Department.

8.1.3. END-OF-LINE BATTERY SYSTEM LEVEL TESTING

The battery systems supplied as part of tender shall be built using cells having matched capacities. In order to minimize the mismatch, the cells within the batteries shall be selected from one production batch and/or have close to identical capacities.

The tenderer shall provide evidence of range of dispersion of cells capacity < 3% (in reference to the minimum specified cell capacity).

Additionally, the tenderer shall provide full details about the end-of-line testing to which all production battery systems shall be subjected to prior to delivery, to demonstrate the quality and production control at module-level and/or battery-level.

9. MECHANICAL REQUIREMENTS OF THE BATTERY SYSTEM (ACCORDING TO ART. 253 APPENDIX J TO THE FIA ISC)

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept and packaging considerations:	The battery system should be merged with the survival cell to form a unique safety cell. Therefore, the tenderer shall work in close collaboration with the chassis supplier from the early design stages, in order to allow for the best module arrangements and integration of the battery system within the car structure and arrive at the best possible vehicle layout. Iterative optimizations may be required to continue evolving the package and support the chassis supplier in achieving the targets set by the FIA for the overall vehicle concept.			
b.	Battery housing functionalities:	The battery housing shall meet the following requirements as a minimum: <ul style="list-style-type: none"> — Mechanical protection — IP55 protection level against dust and water from any direction as a minimum (according to ISO 20653). — Electric protection (incl. equipotential bonding, isolation level) — Fire-retardant (UL94 V0 certification) 			

c.	Battery housing structural requirements:	<p>The structure (i.e. baseplate) to which the battery pack is fixed shall be structural. It shall be defined in conjunction with the chassis provider, under the supervision of the FIA.</p> <p>The battery system, including all internal and external components, must pass the tests required in the “Formula E Safety Test Requirements”.</p>			
d.	Battery pack environmental requirements:	<p>The battery system shall exhibit no degradation in performance when exposed to extreme environmental conditions, such as high shock and vibrations, while the car is in motion.</p>			
e.	Battery pack replacement:	<p>The battery shall be repleacable in the car by the trackside support team within 45 minutes (pit in/out time). To achieve the replacement within the given time, the battery tenderer shall consider this requirement when working on the architecture with the chassis supplier and supply the neccessary equipment (i.e. trolley, etc.) to enable teams to replace battery packs within / under the 45 minutes maximum time.</p>			
f.	Cooling system:	<p>Cell cooling is important to ensure the life and safe operation of the battery during the expected conditions of use. Any kind of cooling system may be proposed. If a liquid cooling system is used, it is mandatory to use a dielectric fluid without water. The tenderer shall specify the type of dielectric fluid to be supplied as part of this tender.</p> <p>The specifications shall be according to applicable normatives and adapted to motorsport use. The tenderer shall supply the cooling circuit, including</p>			

		lines, pump unit (incl. dielectric fluid), tri-way valve (where applicable), whereas the rest of the cooling system will be designed by the chassis provider. The tenderer shall work in conjunction with the chassis provider to support the definition of the cooling system (including but not limited to sharing valuable information from the design concept phase), under supervision of the FIA.			
g.	HV DC link connectors:	Snatch-free type connectors, with HVIL wire included, shall be used for every connection, including for the rear and front e-powertrains. Each connector shall accept at least 500 disconnections/connections, be minimum IP55 connected and IP2X disconnected.			
h.	HV connector(s) for “Standard” and “In-race” charging (where applicable):	The connector(s) specifications shall be defined in conjunction between the tenderer and the charger system provider, according to Art. 13 of this tender document. The charging port must have specific fuse and contactors on both poles.			
i.	FIA HV sensors:	The mandatory FIA HV sensors shall be fitted within the battery pack, one for each e-motor. The sensors must be fitted such that they are replaceable by the trackside support team in case of failure. Each sensor shall be linked via CAN to the FIA logger.			
j.	Fuses:	Fuse must protect the battery in case of short circuiting on one of the DC buses. The tenderer is responsible of computing the maximum and minimum I_{cc} and select the fuses that guarantee the safe			

		isolation of the battery after a short circuit. The fuses must be fitted such that they are replaceable by the trackside support team in case of failure.			
k.	Flooding system:	Depending on the selected cell chemistry, the battery shall incorporate a system to enable the battery to be flooded from outside the car in case of internal fire (dry coupling such as STAUBLI N00916298 Male Dash 12). This system shall allow water to circulate through the cells, covering all the cells with the injected water. Waste water shall exit through the bottom of the battery. The tenderer may propose different ways to achieve this functionality. The battery housing shall be capable of withstanding the pressure generated by the flooding system. The tenderer shall define the minimum quantity, flow rate and pressure of the water.			
l.	MSD:	It shall be easily accessible from outside the car (no tools required).			
m.	Interfaces:	HV connections must be easily accessible while ensuring satisfactory level of crash protection at all times.			
n.	Common test measurement interface:	The tenderer shall make provision of a common test measurement interface to be able to have easily access to HV connectors and carry out HV measurements.			
o.	Example of a typical electrical layout:	A typical electrical layout of a battery system is provided in the Appendix III-B of this tender document for reference. The tenderer may propose different layouts as part of this tender.			

10. SAFETY

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The battery system design shall prevent any hazards that can result in an unsafe failure mode, and mitigate the risks associated with events of force majeure, such as crashes or exposure to extreme environment.			
b.	Over-pressure control:	The battery shall incorporate a system to act in the event of over-pressure. If cells generate excessive pressure inside the battery housing, this system shall release the over pressure outside the battery. An unobstructed escape path at the bottom of the battery housing shall be provided, with appropriate mechanical protection.			
c.	Thermal runaway:	In the case of thermal runaway, the battery shall disconnect from the power circuit automatically and it must be ensured that fire cannot spread from the ignited cell and that gases are released in a controlled manner through the over-pressure control system. The tenderer shall define the Temp threshold to declare the thermal runaway, as well as criteria to decide the flooding.			
d.	Short-circuiting:	The battery shall be designed to prevent short circuiting of the battery poles and of the conductive parts.			
e.	Emergency line:	Depending on the selected cell chemistry, the battery housing shall incorporate an emergency line (i.e. extinguisher nozzle) in case of internal fire.			

f.	General electrical safety:	The battery system shall be designed according to the specifications given in Appendix J Art. 253, as well as the 2026-27 FIA FE Draft Technical Regulations.			
g.	FMEA:	A FMEA shall be completed by the tenderer as part of the design process and discussed with the FIA and Manufacturers from early stages of the development, in order to demonstrate that failure responses linked to the battery system's operations have been addressed. The tenderer must work closely with the charging and infrastructure providers to identify any risks linked to the charging equipment design and procedures too.			
h.	Cell-housing	It must impede the creation of micro-mechanical damages to the cell envelope, thus leading to electrolyte leakage. It must be able to absorb potential cell swelling during its cycles according to the duty cycles provided as part of this tender and throughout the entire season.			
i.	Vibration testing	Unless otherwise requested by the FIA, LV124 shall be used as reference for vibration testing at module as well as pack level.			
j.	Isolation resistance	The tenderer must guarantee that in any operational and storage condition the battery system should guarantee an isolation impedance of the cells with respect to the chassis of minimum [10] Mohm.			
k.	Humidity control	The tenderer must consider contamination and humidity inside the battery system, as both influence the creepage and clearance requirements.			

11. BATTERY MANAGEMENT SYSTEM (BMS)

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	<p>The Battery Management System (BMS) shall be an integral part of the battery system and monitor the state of the battery by controlling all safety and performance aspects linked with the battery operation, either while the car is in motion and during any charging session (including standard and fast charging).</p> <p>To ensure accurate indication of the battery State-of-Health (SOH), the BMS shall monitor the cell temperatures and the voltage of each cell at a sampling rate below 1s. It shall be capable of cell balancing of the pack when the car is stationary.</p>			
b.	Thermal management:	<p>In order to guarantee fairness between competitors, the BMS shall include a thermal model, which makes all batteries behave the same way to the same stimuli. The thermal model of the battery shall be made available by the tenderer to the competitors and the FIA, according to Art. 19 of this tender document.</p>			
c.	CAN lines:	<p>At least 3 CAN lines (1Mbits) shall be provided in order to share data with the manufacturer's ECU (2 CAN lines, one main and one back-up) and the FIA logger (1 CAN line).</p>			
d.	Data and diagnostic:	<p>Measurements on cell voltages and temperatures as well as detailed diagnostics must be reported on CAN. The tenderer must specify the level of data monitoring as part of the tender, for review and approval by the FIA.</p>			

		For real-time monitoring during official race and test events, the tenderer must use the common telemetry system as provided by the FIA datalogger supplier. Therefore, the tenderer undertakes to liaise with the FIA datalogger supplier to set the conditions for this service.			
e.	Software and calibration / Upload FIA tool:	In order to guaranty fairness across all competitors, the tenderer must ensure that all BMS are running with the same software and calibration during an event. A tool to check the conformity of the BMS software and calibration versions shall be provided to the FIA.			
f.	Internal logging capacity / downloading tool:	The internal logger shall have sufficient capacity to retain the data history of at least 3 events. All data must be encrypted. A downloading tool must be made available to all competitors (without access credentials), in order to allow the competitors to send data to the provider for diagnosis purposes.			
g.	Isolation control:	The battery shall exhibit a system to monitor the isolation resistance both on the upstream and downstream side of the battery. In particular, a control impedance between HV poles and chassis (after main relay) shall be fitted inside the battery (i.e. Bender A-Isometer iso-F1). A second one (before main relay) shall be connected to the battery casing.			
h.	Main relays:	They shall cut both poles of the HV battery and be able to open at least 1 time under a full load case. The relay specifications should be matched with the fuse specs to ensure overlapping.			

i.	Secondary relays:	In order to prevent unsafe operation, there shall be at least 1 relay per HV output at the battery. The relay must be able to open under the full load at least thousands of times. The relay specifications should be matched with the fuse specs to ensure overlapping.			
j.	Sporting equity model	The BMS should run based on a model to ensure equal performance across the all battery fleet at all times, in terms of %SoC and thermal behaviour. An identical model to the one BMS run based on must be made available to Manufacturers and Competitors.			
k.	RESS lights:	RESS status lights (GREEN and RED lights) shall be controlled via the BMS, as specified in the 2022/23 FIA FE Draft Technical Regulations. These lights shall remain switched on up to 15 minutes when 12 V supply is switched off. The relevant hardware kit will be provided by the chassis provider.			
l.	RESS buzzer	Should beep when the battery status is red and shall remain switched on up to 15 minutes when 12 V supply is switched off. It should be integrated inside the battery system enclosure.			
m.	BMS sensors:	All sensors used by the BMS shall be properly fitted within the battery, while ensuring ease of access for maintenance (if trackside replaceable). All sensors are to be homologated by the FIA.			
n.	GPS chipset:	A GPS chipset shall be fitted within the BMS to provide information on the exact location and usage of the batteries.			

o.	Crash event detection:	A 3-axis accelerometer shall be fitted within the BMS to detect a crash event (with a range adequate for crash detection +/- 250g).			
p.	Humidity control	The tenderer must consider contamination and humidity inside the battery system, as both influence the creepage and clearance requirements.			

12. TRANSPORTATION REQUIREMENTS

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	<p>The battery system shall be capable of being transported by road, sea, or air freight, in accordance with all the applicable regulations specific of the countries where official test and race events will be held.</p> <p>It is the responsibility of the tenderer to keep informed with any changes to those regulations, and to possibly adapt the product to the new requirements. The tenderer may propose a system that reduces the maximum potential voltage during transportation (module-level), for review and approval by the FIA.</p>			
b.	UN Certification:	The battery system must be appropriately certified according to UN38.3 as a minimum, to allow prototype battery to be shipped around the world to support verification testing, in accordance with the timeline specified in Art. 23 of this tender document. UN 38.3 completed certification must be forwarded to the FIA Technical Department at least [1 year] prior to battery delivery to Manufacturers. For this purpose, the			

		tenderer undertakes to liaise with the Promoter of the Championship to ensure compliance with the appropriate requirements and applicable shipping regulations. Similarly, the battery transportation casing shall be appropriately certified according to UN certification, to ensure the complete package will be in compliance with the applicable shipping regulations. All the required documentation shall be provided to all the Competitors in due time.			
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13. CHARGING INTERFACE REQUIREMENTS

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	Bespoke standard and “in-race” charging equipment will be designed for the purpose of charging the cars at two different charging rates (for “standard” and “fast” charging). The charging provider(s) will be selected and contracted by the Promoter of the Championship and the FIA respectively. The tenderer shall work closely with both the charger and the infrastructure provider(s) from early stages of the project, under constant supervision of the FIA, to provide the necessary technical support for the correct definition of the charging system, interface and equipment.			
b.	Charging equipment:	The charging equipment shall be robust and well adapted for outdoor use and trackside environment.			

c.	Charging power requirements:	Standard charging shall be performed at 100 kW (to be agreed with the charging and infrastructure providers). Fast charging shall be performed at [700] kW.			
d.	Charging times:	Charging times shall be in accordance with thereference season timetables as defined in the Art.7.1.2. of this tender document.			
e.	Max Output Voltage / Current	— Max. Voltage shall not exceed 1000 V — Max. Current @700kW: 1300 Amps			
f.	Charging connector(s)	The charging connector(s) shall be designed in conjunction between the tenderer and the charging system provider(s), under supervision of the FIA.			
g.	Communication protocol(s)	The charger shall communicate with the battery BMS during any charging session. The communication protocol shall be defined in conjunction between the tenderer and the charging system provider, under constant supervision of the FIA.			
h.	Cooling interface(s)	The cooling interface requirements shall be defined in conjunction between the tenderer and the charging system provider, under constant supervision of the FIA.			

14. THERMAL CONDITIONING UNIT

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The tenderer shall supply a thermal conditioning unit as part of this tender, to control the temperature of the battery system. If delivered as part of the perimeter of this tender, it shall be developed and manufactured for			

		use in a trackside environment.			
b.	Physical hardware requirements:	<ul style="list-style-type: none"> — Target weight: 40 kg. — IP protection level: IP55 as a minimum. 			
c.	Conditioning requirements:	Max 1h time from lowest ambient temperature as specified in the tender document (Art. 6 i)) up to the required temperature for the cell to enable full discharge and regeneration power availability.			
d.	Safety:	A FMEA shall be completed by the tenderer as part of the design process.			
e.	Trackside spares and support:	Two (2) units per team should be provided, plus a sufficient number of spares as agreed within the scope of the spare parts management plan. Additionally, the tenderer should inform about the pre-conditioning procedure, and provide trackside support.			

15. DISCHARGE CONDITIONING UNIT

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The tenderer shall supply a discharge conditioning unit to enable batteries to be discharged to an % SOC that is compatible with air freight regulations. If delivered as part of this tender, it should be developed and manufactured for use in a trackside environment. Alternatively, the discharge conditioning unit may be integrated into the thermal conditioning unit.			
b.	Physical hardware requirements:	<ul style="list-style-type: none"> — Target weight: 30 kg. — IP protection level: IP 55 as a minimum. 			

c.	Safety:	A FMEA shall be completed by the tenderer as part of the design process.			
d.	Trackside spares and support:	Two (2) units should be provided to cover the demand of the whole grid, plus a sufficient number of spares as agreed within the scope of the spare parts management plan.			

16. SAFETY TEST REQUIREMENTS

The battery system integrated into the car structure shall remain fully operational when exposed to the safety tests as required in “Formula E Safety Test Requirements”. The FIA reserves the right to request that the battery system fulfils any additional tests depending on the proposed solution. Additionally, the tenderer may be required to perform pack-level fire testing, according to specifications available by the FIA upon request.

17. SUPPLY OF THE PRODUCT AND THE SPARE PARTS

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The tenderer is to provide the batteries and the associated spare batteries according to the numbers defined in Art. 17.1 and 17.2. of this tender document.			
b.	Logistics associated with the supplying of the product / spare parts included in the perimeter of this tender:	The tenderer must liaise with the Promoter of the Championship to arrange for on-site paddock space allocation, pit equipment availability, accreditation(s) and access(es) to the Promoter’s freight services, necessary for supplying the product and the spare parts, as well as for providing associated services.			

17.1. PRODUCT SUPPLY

	YEAR / SEASON	TEST CAR	RACE CAR	COMPLIANCE	EVIDENCE	NOTES
a.	1 st July 2025	Up to 10 – exact needs to be confirmed with the FIA	-			
b.	2026 / - To be agreed with the FIA	Up to 10 (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			

17.2. SPARE BATTERIES

	YEAR / SEASON	MANUFACTURERS	PROVIDER	COMPLIANCE	EVIDENCE	NOTES
a.	2026 / -	2 new for Manufacturer Dev cars	2 new			
b.	2026-2027	8 new for Competitors at Competitions, 2 refreshed for Manufacturer Dev cars	4 new			
c.	2027-2028	8 new for Competitors at Competitions, 2 refreshed for Manufacturer Dev cars	4 refreshed			

d.	2028-2029	6 new for Competitors at Competitions, 1 refreshed for Manufacturer Dev cars	3 refreshed			
e.	2029-2030	5 new for Competitors at Competitions, 1 refreshed for Manufacturer Dev cars	2 refreshed			

The tenderer agrees to discuss with the FIA and key stakeholders on a ramp-down of quantity as seasons progress may be dependent upon product reliability.

17.3. SPARE PARTS MANAGEMENT

			COMPLIANCE	EVIDENCE	NOTES
a.	Spare batteries:	Spare batteries shall be made available for use during private testing (manufacturers' tests and collective tests), official test and race events to cover up in the event of battery failures.			
b.	Serviceable spare components:	The following spare components shall be serviceable and made available to repair any damaged battery, including but not limited to: AUX fuses, RESS logger, sensors, temperature pre-conditioning unit, discharge conditioner unit, as well as any other serviceable item of the battery.			
c.	Spare safety equipment:	Spare safety equipment shall be made available by the tenderer in case of battery failures which request the battery to be inspected during official events.			
d.	Trackside support equipment:	The tenderer shall make provision of the pit equipment			

		required to manage the spares on-track (incl. trolleys, etc.).			
e.	Update on spare parts “pool”:	A regular update shall be provided by the tenderer to all parties involved on the status of the spare parts “pool”.			

18. 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) with the mule car:	The tenderer shall provide support for the introduction and validation of the product (including but not limited to sharing technical valuable data, provide trackside support and personnel, etc.) for the first track running of the product and during testing with the mule car from January 2025 onwards. For this purpose, the tenderer agrees to liaise with the chassis supplier to set specific targets for track development.			
b.	Trackside and remote support during Manufacturers’ development testing:	On-track/remote support shall be provided by the tenderer throughout the Manufacturers’ development testing phase, starting from July 2025 (date to be confirmed with the FIA), including but not limited to sharing technical valuable data, provide technical support, personnel, etc., at the request of the Manufacturers themselves (at their own expenses).			
	Trackside support during official testing and race events:	On-track support shall be provided by the tenderer throughout the entire season, and available at all times			

		to support the FIA in the event of any issues concerning all the parts/services delivered as part of the perimeter of this tender. It shall liaise with the FIA e-safety delegate during track intervention and provide support concerning the status of batteries (live telemetry intervention).			
c.	Clean Room for on-track repairs:	A dedicated “clean room” shall be installed on site by the tenderer, as a purpose-built area for inspecting the faulty batteries in case of possible failures during official events.			
d.	Trackside personnel during official test days and race events:	<p>The following personnel shall be made available, as a minimum, for the purpose of providing trackside support during official events:</p> <ul style="list-style-type: none"> — 1 technical project leader — 2 HV experts — 1 track-side engineer per 2 Competitors — 1/2 clean room operators — 2/3 technicians (minimum) <p>All staff shall have adequate high-voltage safety qualification training according to their task. At least 1 staff shall have top level of high-voltage safety qualification (proof of compliance to be submitted to the FIA).</p>			
e.	Trackside event reporting:	<p>After each day during an official test day or race event, a battery report must be made available by the tenderer. The information to be included in the report must be discussed and agreed with the FIA.</p> <p>At the end of each official test day or race event, a complete report must be issued by no later than the end of the following week.</p>			

f.	Off-track support:	The tenderer shall propose a framework for off-track support to all competitors. Additionally, the tenderer shall provide the necessary support in the case a battery shall be shipped to the relevant workshop for off-track repair, at the conditions set between the competitors and the tenderer.			
g.	Additional services:	If the discharge conditioning unit is supplied as part of this tender, the tenderer shall provide discharging services according to the applicable air freight regulations, at the conditions set between the competitors and the tenderer.			

19. DATA RELATED TO THE PRODUCT (*DATE TBC BETWEEN THE TENDERER AND THE FIA)

			COMPLIANCE	EVIDENCE	NOTES
a.	Key data sharing among all the selected tenderers and the FIA:	The tenderer undertakes to work closely with the selected tenderers (for the supply of the common chassis and the tyres) as well as the charging system and infrastructure providers, under supervision of the FIA, to provide the necessary support (including but not limited to sharing key information as detailed in Art. 19 b), c), d), e), f) and g) below) from the early stages of the project following the final single suppliers' selection of the FIA.			
b.	Technical specifications related to the battery system:	The following documentation shall be delivered by 1 st May 2024 to car manufacturers (subject to manufacturer registration), including:			

		<ul style="list-style-type: none"> — CAD model (for mechanical and electrical powertrain interface): — Electrical characteristics (including but not limited to,...VH block diagram, HVIL schematic, fuses and connector specs, etc.) — MGU/MCU isolation resistance requirements <p>The FIA reserves the right to request any additional documentation as required.</p>			
c.	LV schematic	<p>The LV schematic shall be provided to car manufacturers by 1st May 2024, including:</p> <ul style="list-style-type: none"> — P0/P1/P2 Logic — CAN layout, Interlock layout 			
d.	Software specifications:	<p>The main software specs shall be made available to car manufacturers by 1st July 2024 – September 2024, including:</p> <ul style="list-style-type: none"> — BMS state machine — CAN DBC for Battery and LV — Logger capability details — Software implementation guide 			
e.	Additional documentation:	<p>User manuales shall be provided to the car manufacturers by 1st April 2025₁, including:</p> <ul style="list-style-type: none"> — First use check-up list — Cooling requirements and pump control details — Safety guidelines — Transportation, storage and packaging guidelines. 			
f.	Battery model:	<p>The battery model shall be made available to car manufacturers by 1st July 2025₁, including:</p> <ul style="list-style-type: none"> — BMS emulation with derating 			

		<ul style="list-style-type: none"> — Thermal model — OCV DCR — Efficiency 			
g.	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.			

20. 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.

21. ADDITIONAL INFORMATION TO BE INCLUDED TO THE TENDER

			COMPLIANCE	EVIDENCE	NOTES
a.	General:	<ul style="list-style-type: none"> — Company presentation (including but not limited to technical expertise, organisation ability, resources, etc.). — Information related to any sub-contractors (including but not limited to company information, technical expertise, contacts, etc.), in particular regarding the cells supplier. — Evidence of industry expertise in managing contracts of similar size and nature within the motorsport / automotive industries. 			
b.	Project description:	<ul style="list-style-type: none"> — Technical product review (including cell type, battery system requirements, cooling system, mechanical (structural), electrical, safety 			

		specifications, etc.). — Global performance targets and technical solutions (incl. weight, volume, power, etc.). — Description of the validation programme, equipment, resources and associated timeline.			
c.	Manufacturing capability / Supply chain management:	— Definition of the supply chain (including detailed information on third-party suppliers and/or partners). — Manufacturing capabilities, quality standards, management systems and certifications. — Evidence of manufacturing capabilities and procedures through on-site visit by the FIA.			
d.	Testing facilities:	— Evidence of testing capabilities, and procedures to perform tests / quality checks / inspections at component, sub-assembly and full-scale level.			
e.	Financial stability:	— 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.			
f.	Human Resources allocation:	— Overview of the tenderer's staff allocated to the project during the tendering phases and to provide on-track and off-track support.			

22. TECHNOLOGY READINESS LEVEL (TRL) STATEMENT

The tenderer must provide a breakdown analysis of each of the core components of the battery system and corresponsable TRL and expected evolution throughout the various stages of the product development.

The TRL Matrix is included in the Appendix III C of this tender document. The breakdown must include but not limited to cell, module, battery syem, module and battery pack thermal solution, BMS. Evidence of the corresponding assigned TRL must be provided as part of the tender response.

23. 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 (valid for S13, S14, S15 & S16)			
e.	Valuable Technical Data to Manufacturers:	According to Art. 19 of this tender document (TBC by the tenderer)			
f.	Purchase order (for test car)	TBC by the tenderer			
g.	Tenderer Crash tests	October 2024			
h.	Purchase order (for race car):	TBC by the tenderer			
i.	Test mule cars:	January 2025			
j.	Manufacturer cars delivery:	1 st July 2025*			
k.	Race cars delivery:	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.

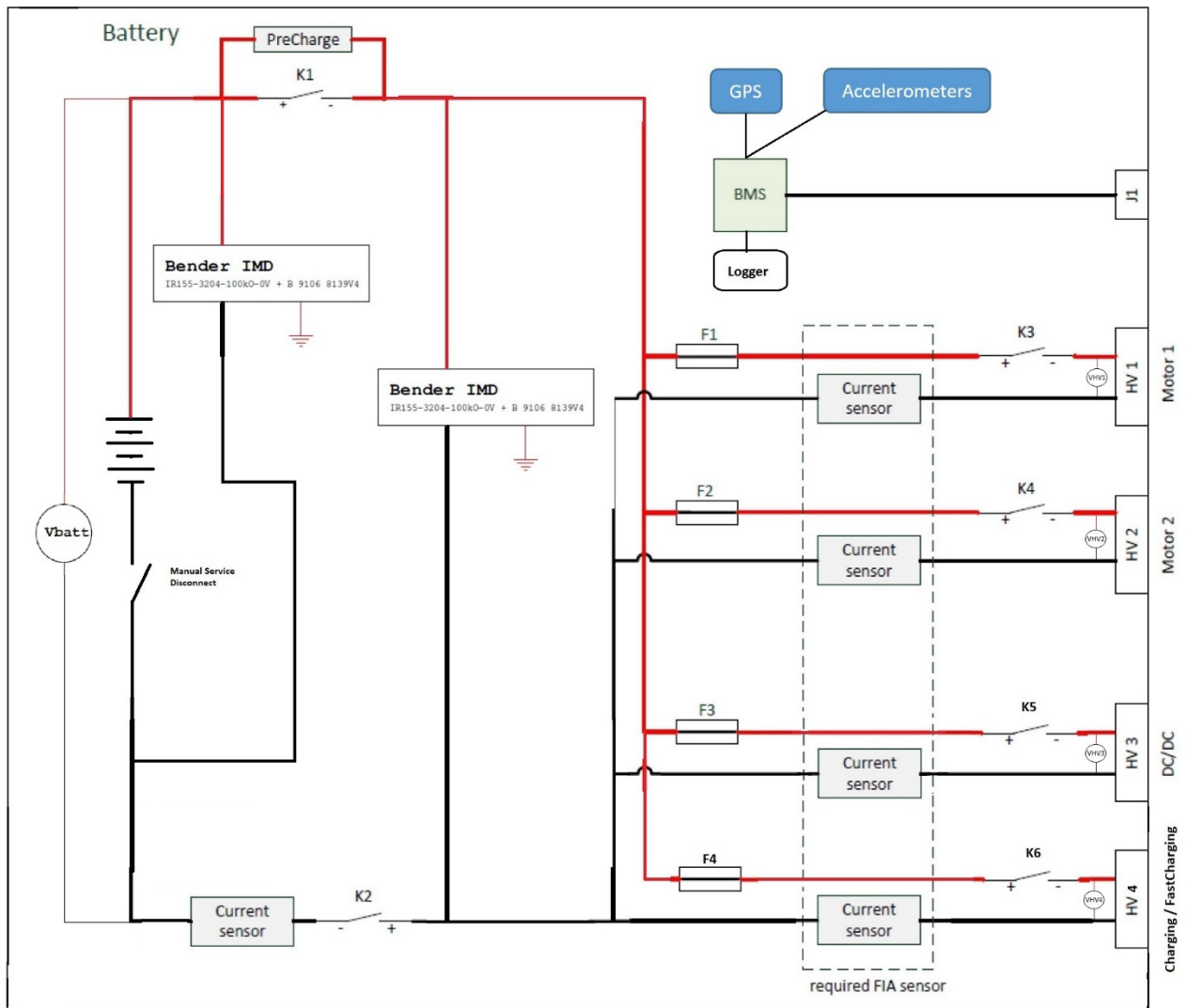
APPENDIX III A

REFERENCE TIMETABLES

A complete season will be as defined in Art. 6.1 of this tender document. Reference timetables are made available by the FIA upon request.

APPENDIX III B

EXAMPLE OF ELECTRICAL LAYOUT OF THE BATTERY SYSTEM



APPENDIX III C

TECHNOLOGY READINESS LEVEL (TRL) MATRIX

TRL ID	Description (ISO 16290)	Battery R&D state
TRL 1	Basic principles observed and reported	<ul style="list-style-type: none"> — Study of technology requirements — Comparison of key metrics
TRL 2	Technology concept and/or application formulated	<ul style="list-style-type: none"> — Initial concept design — Half-coin cell — Evaluation of basic materials e.g. cathode/anode powder
TRL 3	Analytical and experimental critical function and/or characteristic proof-of-concept	<ul style="list-style-type: none"> — Initial key metrics tested — Full coin cell or single layer pouch cell — Verification of initial assumptions
TRL 4	Component and/or breadboard functional verification in laboratory environment	<ul style="list-style-type: none"> — Component level validation of materials e.g. capacity, rate capability — Small pouch cell — Full scale cell characteristics forecasted — Initial manufacturing assessment — First order cost analysis of cell
TRL 5	Component and/or breadboard critical function verification in relevant environment	<ul style="list-style-type: none"> — Key verification testing conducted e.g. cycle life, abuse tolerance — Full scale prototype cell — Supply chain analysis of materials and components
TRL 6	Model demonstrating the critical functions of the element in a relevant environment	<ul style="list-style-type: none"> — Subsystem key functions verified — Battery module or small-scale battery — Manufacturing volume production feasibility study and risk analysis — Identify tolerance sensitivity — Breakdown of actual production cost of cell
TRL 7	Model demonstrating the element performance for the operational environment	<ul style="list-style-type: none"> — Critical functions of system verified e.g. BMS, mechanical robustness — Prototype battery pack — Bench or 'flight' testing of key performance e.g. power cycle life — Manufacturing process control defined
TRL 8	Actual system completed and accepted for flight ('flight qualified')	<ul style="list-style-type: none"> — 'Fleet testing' completed — (Pre-)Production battery pack — Manufacturing process control verified — UN DOT qualification
TRL 9	Actual system 'flight proven' through successful mission operations	<ul style="list-style-type: none"> — Successful operation of mission with acceptable performance and reliability — Production battery pack

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 laws and 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
CRITERIA APPLICABLE TO THE ORGANISATION			
a) Sustainability in the organisation			
	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) Social responsibility.			
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.		
CRITERIA APPLICABLE TO THE PRODUCTS - SUBJECT MATTER OF THE TENDER			
c) Environmental and carbon footprint.			
The tenderer is aware of the environmental impact generated by the products 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, waste reduction and recycling, etc.		
	Implementation of traceability of materials across the supply chain		
d) Circular Economy			
The tenderer takes into account the principles of circular economy in every stage of products/goods 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 ₂ emissions related to logistics: <ul style="list-style-type: none"> • Reduction in freight mass and/or volume • Prioritising sea-freight over airfreight • Reduction in number of people travelling 		
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; if possible eliminate energy recovery)		

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

1 – GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

¹ ethics-committee@fia.com

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. 182² on the worst forms of child labour and the 1973 ILO Convention No. 138³ on the minimum age for admission to employment and work.

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

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

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

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

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

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

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

Wages and Working Hours

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

Drugs

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

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.

² Available at: http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C182

³ Available at: https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

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

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



Compliance – Due Diligence Policy

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



High Risk Countries

- Syria
- Cuba
- Sudan
- Iran
- North Korea

Offshore Financial Centers

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

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

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**.

	Car Manufacturers	Competitors
Object (contract basis)	Development as per tender	Homologated battery including UN certification
	Validation	Confirmation of battery performance over the racing season
	Manufacturer battery & spare supply	Competitor and spare supply (ex works and trackside)
	Service	Service
	Manufacturer Test day Support	Race and Official Test Support
Perimeter	As per Tenders and FIA and possible FIA update	As per Tenders and FIA and possible FIA update
	any specific air freight equipment	any specific air freight equipment
Deliverable	Data Package (all data's required for the car development) :	Data Package (all data's required for the car development) :
	CAD and Pinout & CAN architecture	
	Internal electrical schematics including fuse characteristic / HVIL	
	FMEA & BMS logic	
	Vmin Vmax internal resistance	
	Voltage / Current ripple	
	Capacitance	
	Battery model (SOC, Thermal, Derating) for RT sim	Battery model (SOC, Thermal, Derating) for RT sim
	Users Manuals	Users Manuals
	initial Battery delivery price as per FIA form	initial Battery delivery price as per FIA form
	parts catalogue & Price	parts catalogue & Price
	Service	Service
	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	
	Manufacturer Spare Battery & Parts stock as per Tender	Competitor Spare Battery & Parts stock as per Tender; from Race 1
Schedule	Details schedule of the deliverable	Details schedule of the deliverable
	Purchasing order schedule	Purchasing order schedule

IP	Bidder ownership	Bidder ownership
	No right to copy or reverse engineering	No right to copy or reverse engineering
	Bidder accept to sub license to manufacturer IP relative to any CAD files / Electrical details required for the car development	
	No extra cost to be charge to the Manufacturer on top of the NRE related to any extra work to meet tender target	
Warranty	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
	Battery warranty in line with tender Lifing	Battery warranty in line with tender Lifing
		Rebuild schedule and costs provided to Competitor
Liability	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 Battery price in case of contract breach	Bidder and competitor liability cap at 3* initial delivery Battery price in case of contract breach
		No extra cost to be charge to the Competitor related to any extra work to meet tender target
White label	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
Fee and prices	Details of NRE payment Schedules attached to Data Package	
	Dev battery Lease	Race battery Lease
	Battery Refurb	Battery Refurb
	Manufacturer Service included in the NRE	Competitor Service fee as per tender plus fixed price expenses for European and Fly-away races
Prices indexation	as Per FIA definition in registration Form	as Per FIA definition in registration Form

Delivery (incoterms)	Exwork if UK or UE	Exwork if UK or UE
Returns	same place as delivery	same place as delivery
Spare parts Delivery obligation	ensure equity between Manufacturers	ensure equity between Competitors
	Spare battery management	Spare battery management
Data protection	AS per UK GDPR law	AS per UK GDPR law
Applicable law	England	England

APPENDIX VIII

DRAFT SUPPLY AGREEMENTS (TO BE SUPPLIED BY THE PROVIDER)