



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

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

The FIA's objective is to select an exclusive supplier of **fuel** whose task it will be to ensure the production and delivery of the fuel for the 2020 season of the WTCR – FIA World Touring Car Cup (the "Championship").

Interested parties are hereby invited to tender to become the exclusive supplier of fuel for the 2020 season 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 products directly to the teams (not to the FIA) under terms and conditions to be agreed.

**Bids must be submitted to the FIA Administration by e-mail to the following address: [tenderingprocedure@fia.com](mailto:tenderingprocedure@fia.com), in accordance with the FIA's "Invitation to tender for sole supply contract - tendering instructions" available on the FIA's website: [www.fia.com](http://www.fia.com), apart from article 1.1.8 and article 3 which will not apply to the present invitation to tender.**

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

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.

Publication of invitation to tender:

2 December 2019

**Tender submission date:**

**30 December 2019**

Notification of decision:

10 January 2020

## **ADDITIONAL REQUIREMENTS**

### **1. CRITERIA**

Among other elements mentioned in these “Additional Requirements”, bids will be evaluated on the basis of their compliance with the technical specifications and other applicable regulations, sporting equity, safety and cost reduction.

### **2. TECHNICAL INFORMATION**

Tenderers are invited to fill in the technical information table (Appendix III).

Tenderers shall provide the following details relating to the fuel that they propose:

- List of constituents (for each: reference, origin, calorific value per unit of mass (net LHV), bio certificate (if relevant). Please note that first generation bio-components are not preferable and must be clearly identified;
- Impact of the fuel on engine efficiency compared to commercial fuels;
- Stoichiometric Air to fuel ratio of the fuel.

### **3. MARKETING**

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

Tenderers will be 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 will be available from the Promoter on request.

The result of the discussions between the tenderers and the Promoter will be taken into account by the FIA when selecting the exclusive tyre supplier of the Championship.

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.

#### **b) OPTIONAL CSR CONTRIBUTION**

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

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

The person to contact is :

**James HOUGH**

Email: [jhough@fia.com](mailto:jhough@fia.com)

Phone number: +41 78 698 76 89

#### **4. PRICING OF THE FUEL**

The price per litre at the site of the Competition and at the site of Official testing (**inclusive of VAT, all other taxes and charges**) may not exceed **€3.00**.

#### **5. STANDARD DUE DILIGENCE**

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

DRAFT CONTRACT FOR SUPPLYING FUEL  
IN THE 2020 WTCR – FIA WORLD TOURING CAR CUP

BETWEEN

**The FEDERATION INTERNATIONALE DE L'AUTOMOBILE (FIA)**

Place de la Concorde 8

75008 Paris

France

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

ON THE ONE HAND,

AND

[...]

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

ON THE OTHER HAND.

## **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 continue the annual publication of the GOVERNING RULES.
- (E) The FIA has determined that the interests of the CHAMPIONSHIP require that a single supplier of the PRODUCT should be appointed for a limited term.
- (F) It is intended that the FIA and the PROVIDER will enter into this CONTRACT pursuant to which the PROVIDER will be appointed as the sole supplier of the PRODUCT to the CHAMPIONSHIP for the term set out herein.

### **1. APPOINTMENT AND SUPPLY**

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

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

- 2.1 The PROVIDER shall treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.
- 2.2 The PROVIDER shall supply the PRODUCT to all COMPETITORS on equivalent terms. It shall enter into a standard SUPPLY AGREEMENT with each COMPETITOR.
- 2.3 All SUPPLY AGREEMENTS shall be fully compliant with the PRINCIPLES OF SPORTING EQUALITY, the CONTRACT, the SPORTING REGULATIONS and the TECHNICAL REGULATIONS.
- 2.4 Each SUPPLY AGREEMENT requiring a COMPETITOR to purchase the PRODUCT for use at more than one COMPETITION shall include a clause permitting the COMPETITOR and/or PROVIDER to terminate the SUPPLY AGREEMENT without a penalty of any kind in the event of expiry or earlier termination of the CONTRACT.

- 2.5 If requested by the FIA, the PROVIDER shall supply a copy of each SUPPLY AGREEMENT in order to demonstrate that the PRINCIPLES OF SPORTING EQUALITY are maintained. With respect to the FIA, the PROVIDER hereby waives and confirms that it shall not assert or seek to rely on any confidentiality provision in any SUPPLY AGREEMENT or other agreement relevant to the supply of the PRODUCT to prevent the FIA from reviewing relevant agreements or carrying out its regulatory functions (including ensuring that the PRINCIPLES OF SPORTING EQUALITY are maintained).
- 2.6 The FIA may request amendments to a SUPPLY AGREEMENT if it considers that the SUPPLY AGREEMENT is not consistent or compatible with, or is otherwise contrary to the PRINCIPLES OF SPORTING EQUALITY. For the avoidance of doubt, the PROVIDER's obligation to abide by the PRINCIPLES OF SPORTING EQUALITY shall not be limited or otherwise affected by the FIA's review of a SUPPLY AGREEMENT and/or a request for an amendment to be made.
- 2.7 In the event of uncertainty regarding whether any action taken or proposed to be taken by the PROVIDER may breach the PRINCIPLES OF SPORTING EQUALITY, the PROVIDER shall request guidance from the FIA, which shall make a determination in this regard. Where such a determination is made by the FIA, the PROVIDER's actions in complying with that determination shall be deemed to be in compliance with the PROVIDER's obligation in GENERAL CONDITION 2.1 to treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.

### **3. LIABILITY**

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

### **4. WARRANTIES**

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

## **5. TERMINATION**

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, 4.1 and any of SPECIAL CONDITIONS is acknowledged by the parties to be a material breach);
- (b) steps (including any steps analogous to those following) have been taken to wind up the other party or to place the other party into administration or to have a receiver appointed over any of its assets, other than as part of a scheme of solvent reconstruction or amalgamation; or
- (c) the other party shall cease or threaten to cease carrying on business or the other party shall make any composition or arrangement with its creditors or become subject to any other insolvency process or proceeding (other than as part of a scheme of solvent reconstruction or amalgamation) or have all or any of its assets or undertakings seized by a government or governmental agency or authority (including any acts analogous to the above).

## **6. GOVERNING RULES**

- 6.1 The GOVERNING RULES constitute the legal, administrative and technical framework of the CHAMPIONSHIP and the conditions set forth therein shall have binding force and prevail among the parties to the CONTRACT.
- 6.2 The CONTRACT shall in principle be interpreted in a manner that gives effect to the provisions of the GOVERNING RULES, the intention of the parties being to construe the provisions of the CONTRACT in the context of the more general framework of the GOVERNING RULES.
- 6.3 The PROVIDER acknowledges that the TECHNICAL SPECIFICATIONS and GOVERNING RULES are subject to amendment from time to time. The PROVIDER will be responsible (at its own cost) for all research and development associated with the manufacture of the PRODUCT, including the making of any changes to the PRODUCT to be supplied pursuant to the CONTRACT that may be necessitated by any amendment to the TECHNICAL SPECIFICATIONS or the GOVERNING RULES.
- 6.4 The PROVIDER acknowledges that the FIA may take decisions regarding the supply of the PRODUCT, this CONTRACT and any obligations accruing from the GOVERNING RULES through whatever structure it deems appropriate, including through its disciplinary structures. The PROVIDER shall not challenge the competence of an FIA disciplinary body acting in accordance with the GOVERNING RULES.

## **7. GOVERNING LAW AND LANGUAGE**

- 7.1 The language that shall prevail for the interpretation of the CONTRACT shall be English and the CONTRACT and all documents connected with the CONTRACT shall be written in English. In the event of any conflict between the language of the CONTRACT and any translation thereof, the language of the CONTRACT shall prevail. In the event of any conflict between the language of any document connected with the CONTRACT and any translation thereof, the language of the document connected with the CONTRACT shall prevail.
- 7.2 The governing law of the CONTRACT shall be French law.
- 7.3 The Tribunal de Grande Instance de Paris, France, shall have sole jurisdiction to settle any dispute that may arise between the FIA and the PROVIDER in connection with the CONTRACT, subject at all times to

the provisions of GENERAL CONDITION 6.4.

7.4 Without any prejudice to GENERAL CONDITION 7.3 above, the PROVIDER undertakes to strictly respect the Statutes and Code of Ethics of the FIA as well as the GOVERNING RULES. The PROVIDER hereby agrees to be subject to the internal judicial and disciplinary bodies of the FIA.

## **8. GENERAL**

8.1 Nothing in the CONTRACT guarantees or shall be construed as guaranteeing the solvency of a COMPETITOR. The FIA is not responsible for ensuring that the COMPETITORS satisfy the terms of the SUPPLY AGREEMENTS and the FIA shall not be liable for a failure by any COMPETITOR to satisfy the terms of a SUPPLY AGREEMENT.

8.2 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof.

8.3 The CONTRACT shall be binding on and enure to the benefit of the parties and their respective successors and permitted assigns. The PROVIDER shall not be entitled to assign or sub-contract its rights or obligations under the CONTRACT in whole or in part without the prior written consent of the FIA.

8.4 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.

8.5 Any variations of the CONTRACT shall be ineffective unless agreed in writing and signed by the parties.

8.6 If any term, provision or condition of the CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, such invalidity, voidness or unenforceability shall not invalidate the remainder of the CONTRACT, all of which shall remain in full force and effect.

8.7 The CONTRACT may be executed in any number of counterparts (whether original or facsimile counterparts) and upon due execution of all such counterparts by all parties, each counterpart shall be deemed to be an original hereof.

8.8 GENERAL CONDITIONS 3, 4, 7 and 8 shall survive expiry or termination of the CONTRACT for any reason (but shall terminate at the time expressly provided in the relevant GENERAL CONDITION, if any).



## **PART 2 - SPECIAL CONDITIONS**

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

- 1.1 The PROVIDER shall supply such quantity of the PRODUCT as is required for each COMPETITOR:
- at the COMPETITION (the calendar of each season of the CHAMPIONSHIP will be available on the FIA website: [www.fia.com](http://www.fia.com));
  - for OFFICIAL TESTING;
  - for private testing;
  - for dynamometric test bench.
- 1.2 The PRODUCT supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP's season and shall be produced as a single unit of production. For the avoidance of doubt, only PRODUCT from such single unit of production shall be distributed to the COMPETITORS except that, in the event that a change to the PRODUCT supplied pursuant to the CONTRACT is required as a result of an amendment to the TECHNICAL SPECIFICATIONS or the TECHNICAL REGULATIONS, only PRODUCT from a single unit of production of the PRODUCT as modified to comply with such amendment shall be distributed to the COMPETITORS.
- 1.4 The FIA does not guarantee the PROVIDER a minimum quantity of the PRODUCT to be supplied.

### **2. DELIVERY OF THE PRODUCT**

- 2.1 The PROVIDER shall ensure the transportation and delivery of the PRODUCT from the PRODUCTION SITE to the site of the COMPETITION and, when required, OFFICIAL TESTING at its own expense and shall provide all necessary personnel and equipment at each COMPETITION and OFFICIAL TESTING to distribute such PRODUCT to the COMPETITORS.
- 2.2 The PROVIDER shall take care of all administrative tasks related to the transport of the PRODUCT on the site of the COMPETITION, including the custom obligations.
- 2.3 The PROVIDER shall provide a detailed programme and timetable of the transport of the PRODUCT from the PRODUCTION SITE to the site of the COMPETITION.
- 2.4 The PROVIDER shall install one PRODUCT distribution centre within the precincts of the circuit at the COMPETITION. The PROVIDER shall ensure that each COMPETITOR shall have access to such distribution centre (at the broadest possible timetable as agreed with the FIA ENGINEER) in accordance with the SPORTING REGULATIONS, the TECHNICAL REGULATIONS and the PRINCIPLES OF SPORTING EQUALITY.
- 2.5 The PROVIDER undertakes to distribute the PRODUCT to the tanks in conformity with the safety regulations applicable in the country in which the COMPETITION is taking place and to have obtained all the necessary authorisations.
- 2.6 The PROVIDER must be present and ready at the COMPETITION by 9 a.m. local time on the day before scrutineering.
- 2.7 The PRODUCT shall be distributed in 50-litre drums. The PRODUCT not distributed during the COMPETITION will return to the PRODUCTION SITE and the PROVIDER undertakes to pick up the left drums at its own expense.

- 2.8 The PROVIDER shall ensure that representatives of the PROVIDER are present on-site throughout the duration of the COMPETITION and, in addition, shall ensure that there shall be at least one appropriately qualified and senior representative of the PROVIDER available on-site throughout the duration of the COMPETITION.
- 2.9 The PRODUCT supplied by the PROVIDER shall be made available to the FIA no later than 15 January 2020 for approval.
- 2.10 The batch of the PRODUCT shall be made available to each COMPETITOR no later than 15 January 2020 for private testing. The PRODUCT shall not be made available to anyone other than the FIA before that date. The PROVIDER shall make such arrangements for the delivery of the PRODUCT to a COMPETITOR performing private testing as may be reasonably requested, or otherwise agreed, by the PROVIDER and such COMPETITOR.

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

- 3.1 Under no circumstances may the cost of the PRODUCT analyses carried out by the PROVIDER be charged to the FIA or the COMPETITORS. Before starting production of the PRODUCT to be supplied pursuant to the CONTRACT, the PROVIDER shall provide to the FIA a detailed technical study and a 20-litre sample of such PRODUCT, 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 and a 20-litre sample of the amended PRODUCT to be supplied pursuant to the CONTRACT to take account of such amendment.

The PROVIDER shall make (at its own cost) such modifications to the PRODUCT to be supplied pursuant to the CONTRACT as the FIA ENGINEER may require.

- 3.2 Technical checks will take place to verify whether the PRODUCT used by the COMPETITORS during the COMPETITION is in conformity with the TECHNICAL REGULATIONS. The PROVIDER undertakes to provide the necessary equipment and carry out, at his own cost, this technical analysis on the site of the COMPETITION under the authority of the FIA ENGINEER.
- 3.3 The PROVIDER shall, under no circumstances, communicate the results of the samples checks directly to the COMPETITORS and shall supply the conformity reports to the FIA within the deadline set by the FIA.
- 3.4 The PROVIDER undertakes to carry out, at its own cost, the transportation of any PRODUCT samples to an FIA-approved laboratory.
- 3.5 Technical checks will take place **on the site of every COMPETITION** to verify whether the PRODUCT used by the COMPETITORS during the COMPETITION is in conformity with the TECHNICAL SPECIFICATIONS AND THE TECHNICAL REGULATIONS. The PROVIDER undertakes to carry out, at his own cost, this technical analysis on the site of the different COMPETITIONS in the form of gas chromatography fingerprinting under the authority of the FIA ENGINEER.

### **4. PRICING OF THE PRODUCT**

- 4.1 The price of the PRODUCT supplied pursuant to the CONTRACT at the site of the COMPETITION and at the site of each OFFICIAL TESTING shall be [•] Euros per litre (as further detailed on the PRICING FORM), which amount shall be inclusive of all taxes and charges and which amount shall not be increased for any reason, except in accordance with SPECIAL CONDITION 4.4.
- 4.2 The price of the PRODUCT supplied pursuant to the CONTRACT for private testing shall be an amount equal to the price of the PRODUCT for the COMPETITION: (i) less an amount equal to the cost of delivery of the PRODUCT supplied pursuant to the CONTRACT to the COMPETITIONS; and (ii) plus an amount

equal to the cost of delivery of the PRODUCT supplied pursuant to the CONTRACT to the COMPETITOR at the location agreed by the PROVIDER and the COMPETITOR.

4.3 VAT (value added tax) shall not be charged to those COMPETITORS that are exempt from VAT and that have supplied proof of such exemption to the PROVIDER.

**5. COMMERCIAL RIGHTS**

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

### **PART 3 DEFINITIONS**

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

- 1.1 **CHAMPIONSHIP** means the 2020 season of the WTCR - FIA World Touring Car Cup.
- 1.2 **COMPETITORS** means the racing teams that have been accepted by the FIA to take part in the COMPETITION of the CHAMPIONSHIP.
- 1.3 **COMPETITION** means any race forming part of the CHAMPIONSHIP and entered on the International Sporting Calendar of the FIA. A COMPETITION is deemed to commence at the scheduled time for scrutineering and 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 under the terms of the International Sporting Code.
- 1.4 **CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS, the DEFINITIONS and the appendices.
- 1.5 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.6 **FIA ENGINEER** means the technician appointed by the FIA to carry out all technical checks and controls.
- 1.7 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.8 **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;
  - (e) The FIA Standards of Conduct for Suppliers (Appendix IV);
  - (f) The Judicial and Disciplinary Rules of the FIA;
  - (g) Any other regulations applicable to the CHAMPIONSHIP, to the extent disclosed in writing to the PROVIDER.
- 1.9 **OFFICIAL TESTING** means tests as defined in and authorised in the SPORTING REGULATIONS.
- 1.10 **PRICING FORM** means the pricing form provided in Appendix I, stating the prices at which the PRODUCT will be supplied at the PRODUCTION SITE and at the sites of the COMPETITION and each OFFICIAL TESTING.
- 1.11 **PRINCIPLES OF SPORTING EQUALITY** means the equal treatment by the PROVIDER of all COMPETITORS with respect to:
  - (a) anything which may affect the performance of the PRODUCT;
  - (b) the terms on which the PRODUCT is supplied;
  - (c) the support, access and information made available to COMPETITORS in relation to the

PRODUCT; and

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

1.12 **PRODUCT** means fuel, as such word is described in the SPORTING REGULATIONS and TECHNICAL REGULATIONS.

1.13 **PROVIDER** means [•].

1.14 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.

1.15 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.

1.16 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIP as published and amended by the FIA from time to time. The Sporting Regulations are available via the FIA website: [www.fia.com](http://www.fia.com).

1.17 **SUPPLY AGREEMENT** means any agreement, and all amendments thereto, between the PROVIDER and a COMPETITOR pursuant to which the PROVIDER shall supply the PRODUCT to the COMPETITOR.

1.18 **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 via the FIA website: [www.fia.com](http://www.fia.com).

1.19 **TECHNICAL SPECIFICATIONS** means the technical requirements applicable to the PRODUCT as provided at Appendix II and amended by the FIA from time to time.

**APPENDIX**

I- PRICING FORM

II – TECHNICAL SPECIFICATIONS

III – TECHNICAL INFORMATION

IV - FIA STANDARDS OF CONDUCT FOR SUPPLIERS

V - QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE

**APPENDIX I**

**Pricing form**

	PRICE BEFORE TAX	PRICE INCLUSIVE OF ALL TAXES AND CHARGES
Price per litre at the Production Site	€	€
Price per litre at the site of the Competition and at the site of each Official Testing	€	€

## APPENDIX II

### Technical Specifications

Property	Units	Min.	Max.	Test Methods
RON		95.0	99.0	ISO 5164/ ASTM D2699
MON		85.0	90.0	ISO 5163/ ASTM D2700
Density (at 15°C)	kg/m <sup>3</sup>	720	785	ISO 12185 ASTM D4052
Oxygen	% m/m		3.7	EN ISO 22854 / EN 13132 <sup>(1)</sup> /Elemental Analysis/ ASTM D5622
Nitrogen	mg/kg		2000 <sup>(2)</sup>	ASTM D4629 ASTM D5762
Sulphur	mg/kg		10.0	ISO 20846 <sup>(1)</sup> ASTM D5453
Lead	mg/l		5.0	EN 237/ ASTM D 3237 Or ICP-OES
Manganese	mg/l		2.0	ASTM D3831 or (ICP-OES) EN16136
Benzene	% v/v		1.00	ISO 12177/ ASTM D5580 ISO 22854 <sup>(1)</sup> / ASTM D6839 EN 238
Olefins	% v/v/		18.0	ISO 22854 ASTM D6839
Aromatics	% v/v		35.0	ISO 22854 ASTM D6839
Total di-olefins	% m/m		1.0	GC-MS or HPLC
Total styrene and alkyl derivatives	% m/m		1.0	GC-MS
Oxidation Stability	minutes	360		ISO 7536/ ASTM D525
DVPE	kPa		80	ISO 13016-1 <sup>(1)</sup> / ASTM D4953 ASTM D5191 <sup>(1)</sup>
Distillation Characteristics:				
At E70°C	% v/v	20.0	52.0	ISO 3405/ ASTM D86
At E100°C	% v/v	46.0	72.0	ISO 3405/ ASTM D86
At E150°C	% v/v	75.0		ISO 3405/ ASTM D86
Final Boiling Point	°C		210	ISO 3405/ ASTM D86
Residue	% v/v		2.0	ISO 3405/ ASTM D86
<sup>(1)</sup> Preferred method				
<sup>(2)</sup> Octane boosting nitro compounds are not permitted				

The fuel will be accepted or rejected according to ASTM D3244 with a confidence limit of 95%

The only oxygenates permitted are paraffinic mono-alcohols and paraffinic mono-ethers (of 5 or more carbon atoms per molecule) with a final boiling point below 210°C.



**APPENDIX III**

**Technical Information**

Property	Units	Applicant Information	
		Test Methods	Results
RON			
MON			
Density (at 15°C)	kg/m <sup>3</sup>		
Oxygen	% m/m		
Nitrogen	mg/kg		
Sulphur	mg/kg		
Lead	mg/l		
Manganese	mg/l		
Benzene	% v/v		
Olefins	% v/v/		
Aromatics	% v/v		
Total di-olefins	% m/m		
Total styrene and alkyl derivatives	% m/m		
Oxidation Stability	minutes		
DVPE	kPa		
Distillation Characteristics:			
At E70°C	% v/v		
At E100°C	% v/v		

At E150°C	% v/v		
Final Boiling Point	°C		
Residue	% v/v		

<b>Sustainability</b>	
Bio elements	
Origin of bio elements including generation	
Certificates of the bio components proving origin and generation	
<b>Fuel analysis</b>	
Type of fuel analysis method	
Limitations of the method (if any)	
Number of competitions where fuel analysis is available at competition site	
<b>Delivery</b>	
Description of fuel delivery equipment	
Number of refuelling points per competition	
Safety procedure and equipment put in place	
<b>General</b>	
General comments	

## APPENDIX IV

### FIA Standards of Conduct for Suppliers

#### 1 – GENERAL

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

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

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

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

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

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

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

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

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

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

## **2 - HEALTH AND SAFETY**

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

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

## **3 - HUMAN RIGHTS AND EMPLOYMENT PRACTICES**

### **Dignity and Fundamental Rights**

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

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

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

### **Discrimination, Harassment**

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

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

### **Child Labor**

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

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

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

---

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

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

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

### **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.

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 V**

**Questionnaire Compliance – Due Diligence**



## QUESTIONNAIRE

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



Compliance – Due Diligence Policy

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



### High Risk Countries

- Syria
- Cuba
- Sudan
- Iran
- North Korea

### Offshore Financial Centers

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

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