



**STATUTES AND BY-LAWS  
FINANCIAL REGULATIONS  
SPORTING CODE  
DISCIPLINARY CODE**

**2025**

*STATUTS ET RÈGLEMENT INTÉRIEUR  
RÈGLEMENT FINANCIER  
CODE SPORTIF  
CODE DISCIPLINAIRE*

**Statutes and By-Laws**

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**Financial Regulations**

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**Sporting Code**

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**Disciplinary Code**

**EDITION 2025**

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**Articles amended as from 6.12.2024 are in bold type**

# Statutes



EDITION 2025



***FEDERATION INTERNATIONALE  
DE MOTOCYCLISME***

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Any references to the male gender in this document are made solely for the purpose of simplicity, and refer also to the female gender except when the context requires otherwise.

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## TERMS, ABBREVIATIONS AND DEFINITIONS

In interpreting these Statutes, the following terms and abbreviations are used:

<b>ADM</b>	Administration of the FIM
<b>BD</b>	Board of Directors
<b>CAI</b>	<b>International Court of Appeal</b>
<b>CEO</b>	Chief Executive Officer
<b>Commission</b>	<p>A group of experts from FMNs and external stakeholders responsible for carrying out the responsibilities outlined in their Terms of Reference, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Developing, implementing, monitoring and evaluating a Work Plan;</li> <li>• Developing and recommending rules, regulations, policies and procedures related to their area of responsibility;</li> <li>• Ensuring the ongoing operational efficiency of their area of responsibility;</li> <li>• Tracking trends, recommending innovations that will establish the FIM as a respected leader within the area.</li> </ul>
<b>CONU(s)</b>	CONUs are recognised geographic subdivisions of, and are accountable to, the FIM.
<b>EB</b>	Executive Board
<b>FIM</b>	Fédération Internationale de Motocyclisme - International Motorcycling Federation
<b>FMN(s)</b>	Fédération(s) Motocycliste(s) Nationale(s) - National Motorcycle Federation(s)
<b>GA</b>	General Assembly
<b>Motorcycling</b>	Applies to all activities relating to the use of motorised land vehicles regardless of their propulsion mode (eg. thermal, electrical) having less than four wheels, but also including, without limitation, quads, SSVs and/or vehicles fitted with caterpillar tracks or skis, as determined by the GA.

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<b>Officials</b>	Holders of an international official's licence issued by the FIM.
<b>Terms of Reference</b>	<p>Describe the work of a Commission, Committee or Working Group as a whole. Terms of Reference are unique for each body. They define:</p> <ul style="list-style-type: none"><li>• What the body has oversight of;</li><li>• What the body is responsible for ensuring is accomplished with respect to their area of responsibility;</li><li>• What decisions the body may make;</li><li>• What decisions the body must have ratified or approved by another body before the decision can be implemented;</li><li>• What the body will be held responsible for;</li><li>• How a body's success will be measured.</li></ul>
<b>Working Group</b>	A group of people with expertise in a particular area formed to undertake a specific, time limited task as outlined in the Terms of Reference approved by the appointing body. When the assigned task is complete, the group is dissolved.

## STATUTES

### 1. HISTORY

<sup>1</sup> Founded in 1904 under the name of Fédération Internationale des Clubs Motocyclistes, the Fédération Internationale de Motocyclisme is an international organisation which was created to control and develop the sporting and touring aspects of motorcycling and to assist motorcycle users in those fields.

<sup>2</sup> On 25 September 1904, an international race was organised in Dourdan (France) with participation from Austria, Denmark, France, Germany, and Great Britain. The race was won by France, but disputes arose over the racing conditions.

<sup>3</sup> As a result, the sports authorities of the five countries represented, as well as those from Belgium, joined together and put forward the idea of creating the Fédération Internationale des Clubs Motocyclistes (FICM). The birth of this Federation on 22 December 1904 in Paris was, however, premature. On 8 July 1906, at a meeting in Pacov (Bohemia) on the occasion of the International Cup, the delegates of the participating countries - Austria, France, Germany and Great Britain - unanimously decided to dissolve the FICM.

<sup>4</sup> Five years later, the Auto-Cycle Union of Great Britain took the initiative of calling a meeting which was held at Olympia in London on 28 November 1912. The Marquis de Mouzilly St-Mars was elected Patron and the Honourable Sir Arthur Stanley MP President.

At the meeting, delegates from Belgium, Canada, Denmark, France, Great Britain, Italy, the Netherlands and the United States were present. As a result of the meeting, the FICM was re-established in order to control and develop the sporting and touring aspects of motorcycling and to assist motorcycle users in those fields.

<sup>5</sup> In 1929, the FICM was registered on a list published by the League of Nations as one of the international organisations dedicated to sport and tourism.

<sup>6</sup> In 1937, an agreement was drawn up by the FICM and the AIACR (the International Association of Recognised Automobile Clubs) defining their relationship and ensuring very close collaboration between both organisations.

<sup>7</sup> In 1949, the FICM became the Fédération Internationale Motocycliste (FIM) and in January 1959, the headquarters of the FIM were transferred from England, where the FIM had been located since its re-founding in 1912, to Switzerland.

<sup>8</sup> In 1951, the FIM was recognised by the Union of International Associations as a non-governmental international organisation. Since 1959, the FIM has been a member of the Federation of Semi-Official and Private International Institutions based in Geneva (FIIG).

<sup>9</sup> In 1967, the FIM became a founding member of the General Association of International Sports Federations (GAISF).

<sup>10</sup> In 1984, the FIM became a member of the International Council of Sport Science and Physical Education (ICSSPE).

<sup>11</sup> In 1994, the FIM became a member of the European Transport Safety Council (ETSC).

<sup>12</sup> In January 1998, the FIM was granted, on a provisional basis, the status of Recognised Federation by the IOC.

<sup>13</sup> In May 1998, it became a member of the Association of the IOC Recognised International Sports Federations (ARISF).

<sup>14</sup> In 1998, it was renamed Fédération Internationale de Motocyclisme and the CONUs were created.

<sup>15</sup> In September 2000 during Olympic Games in Sydney, the FIM was granted the official status of a Recognised Federation by the IOC.

<sup>16</sup> In 2001, the FIM became an Affiliate Member of the World Tourism Organization (UNWTO).

<sup>17</sup> In October 2003 the FIM approved the Anti-Doping Code in accordance with the World Anti-Doping Code of the World Anti-Doping Agency (WADA).

<sup>18</sup> In 2006, the FIM signed the Declaration of Brighton on women and sport.

<sup>19</sup> In December 2006 a Memorandum of Cooperation between the FIM and the United Nations Environmental Programme (UNEP) was signed.

## 2. EMBLEM AND MOTTO

<sup>1</sup> The blue monochrome FIM emblem consists of a dynamic slanted three-letters acronym in bold (i.e. the three initials “FIM”), with the initial “F” crossed by three horizontal lines. These lines end on the left side with a curved silhouette, which recalls the shape of a wing. These three wing-shaped lines, also called “speed lines”, suggest a feeling of speed, but also a clear graphic heritage with the classic FIM emblems of the past. The FIM emblems can exist with or without the descriptor “Fédération Internationale de Motocyclisme” underneath. Information related to the use of the FIM emblem and its variations is available in the FIM graphic charter.

<sup>2</sup> The motto of the FIM in Latin is “Pro Virtute et Scientia” which refers on the one hand to human courage and talent and on the other hand to scientific and technological progress, the alliance of which has forged motorcycling.

<sup>3</sup> The FIM emblem, the FIM motto and the emblem of each CONU are the property of the FIM. All intellectual property rights in the FIM emblem, FIM logo and the emblem of each CONU vest in the FIM.

<sup>4</sup> The FIM emblem and FIM motto may not be used by any party including but not only any Member without the prior written approval of the BD. The BD may grant or withhold its approval in its absolute discretion and may impose conditions on any approval granted as it considers appropriate or necessary. Any approved use must also be in accordance with such guidelines as may be developed and prescribed by the BD from time to time. The emblem of each CONU may only be used by the relevant CONU unless otherwise approved by the BD. Any approved use (including by the CONUs) must be in accordance with such guidelines as may be developed and prescribed by the BD from time to time.

## 3. AUTHORITY

<sup>1</sup> The FIM is an international organisation acting in all matters connected with motorcycling activities and, as such, is active in domains as varied as sport, touring, the environment, mobility, road safety, legal affairs, and the protection and defence of the rights and interests of motorcycle users.

<sup>2</sup> As far as motorcycle sports are concerned, the FIM is the supreme and sole international authority empowered to control international motorcycling events organised under its jurisdiction throughout the world, and as such acts as the court for the settlement of disputes which may arise from the organisation of such activities.

<sup>3</sup> The official titles of World Championships, Intercontinental Championships, Continental Championships - except those organised under the authority of the CONUs that have been recognised by the FIM - and FIM Prize Events are the exclusive property of the FIM in all disciplines of motorcycling sport. Consequently, the FIM can adopt whatever rules it deems necessary for the organisation of events in connection with these titles.

<sup>4</sup> The FIM is the sole owner of all television, radio, video cassette, sponsoring, marketing, advertising, merchandising, promotion, licensing and any other rights for the World Championships, Continental Championships and FIM Prize Events.

#### **4. HEADQUARTERS AND LEGAL STATUS**

<sup>1</sup> The FIM is incorporated in Switzerland and has established its headquarters in Mies (canton of Vaud), Switzerland. The FIM is an association as defined in Article 60 (and following) of the Swiss Civil Code and is registered in the Swiss Trade Register. The legal status of the FIM is subject to Swiss law which is the only applicable law.

<sup>2</sup> The FIM is politically, economically and administratively independent. It shall allow no political, religious, sexual or racial discrimination.

#### **5. CHALLENGES**

<sup>1</sup> **Subject to exhausting the internal remedies provided in the FIM codes and regulations, all challenges against the FIM shall be exclusively submitted to the CAI.**

<sup>2</sup> **All challenges against decisions of the GA shall be exclusively submitted before the CAI and shall be limited to the control of the application of procedures set out by the FIM Statutes and applicable regulations. In any case, the CAI cannot substitute the authority of the GA.**

<sup>3</sup> **All challenges against decisions of the CAI shall be exclusively submitted before the competent Tribunal of the Canton of Vaud.**



<sup>4</sup> **All challenges against first instance anti-doping decisions shall be exclusively submitted before the Court of Arbitration for Sport (CAS).**

## **6. MISSION**

The FIM is the governing body for Motorcycle sport and the global advocate for Motorcycling.

## **7. AIMS**

The aims of the FIM are in particular:

- a) To encourage motorcycling in all its forms by supporting any project or initiative which may contribute towards its development, to preserve the unity of the world motorcycling movement and to safeguard the material and moral interests of its members;
- b) To defend the interests of the members of the FIM by encouraging collaboration and friendship between them and all organisations involved in motorcycling;
- c) To oversee the organisation of the events carrying its name, and to ensure that they are run in a safe and environmentally-sensitive manner;
- d) To promote responsible motorcycle sports and recreation, as well as safe road riding and mobility in a manner that is respectful of the environment;
- e) To defend, protect and represent the rights and interests of motorcyclists in all dealings with governmental authorities as well as with public and private bodies;
- f) To obtain a wide range of benefits for motorcycle users;
- g) To promote and maintain cordial relations with motorcyclists throughout the world;
- h) To promote the participation of women and youth in motorcycling activities and in the associative bodies of the FIM;
- i) To ensure that participants in motorcycling activities and particularly riders have the opportunity to provide direct input to the FIM on its activities.
- j) To oversee the organisation of education and training programmes bearing its name and to encourage and sustain formation activities which support the development of motorcycling.

## 8. OFFICIAL LANGUAGES

<sup>1</sup> The official languages of the FIM are English and French. All official documents shall be drawn up in both languages. All other FIM publications shall, whenever possible, be drawn up in both languages.

<sup>2</sup> At meetings of the GA and the BD, simultaneous interpretation into the official languages is provided. The BD may decide to provide simultaneous translation into a maximum of three additional working languages. All costs thus incurred shall be borne by the FIM. However, upon request, the FIM may provide consecutive or simultaneous interpretation for one or several non-official languages in other meetings. The cost incurred will be borne by the parties requiring these additional services.

<sup>3</sup> If disputes arise regarding the interpretation of the FIM documents and publications, or if there are any discrepancies between the two official texts, the English text shall prevail, unless it is specifically stated that for certain documents the French text prevails.

## 9. FINANCIAL RESOURCES

The financial resources of the FIM are primarily:

- a) Income derived from activities carried out in accordance with the decisions of the GA and/or the BD;
- b) Income derived from the investment of its capital;
- c) Grants or subsidies from public or private parties;
- d) Admission fees and membership fees paid by Affiliated Members (FMNs) or Associated Members and any institutions connected with, or recognised by, the FIM;
- e) Fees for sanctioning events and registering events in the FIM calendar;
- f) Fees for issuing and granting licences;
- g) Royalties derived from the sale or licensing of television and radio broadcasting rights, electronic and interactive gaming rights, new media rights and social media (whether current or future) including but not only internet rights, video cassettes and all other recordings (by whatever medium) of FIM sanctioned or controlled Motorcycling activities, sponsoring, marketing, advertising, merchandising, promotion, licensing, betting and any other rights owned by the FIM including but not only rights linked to intellectual property and homologation rights.

## **10. FINANCES**

- <sup>1</sup> The financial year of the FIM shall be the same as the calendar year.
- <sup>2</sup> The BD shall draw up rules governing the management of the FIM finances, as well as the financial procedures and regulations.
- <sup>3</sup> Three internal auditors, elected by the GA and assisted by an external firm of chartered accountants appointed by the BD, shall be responsible for the annual audit of the FIM accounts. They shall present their annual reports to the GA.

## **11. MEMBERSHIP**

The FIM is composed of:

- a) Affiliated Members (FMNs);
- b) Associated Members;
- c) Honorary Members;
- d) Members of Honour.

### **11.1 Affiliated Members (FMNs)**

#### **11.1.1 Definition**

- <sup>1</sup> National federations which, in the opinion of the FIM, are representative of and exercise effective control over motorcycling activities in their own countries (including motorcycling sport and acting as the national advocate for motorcycling in their countries) may be accepted as Affiliated Members of the FIM.
- <sup>2</sup> All nations that have recognition from the United Nations (UN) and/ or the International Olympic Committee (IOC) may be a member of and/or represented in the FIM, but each by only one FMN.
- <sup>3</sup> Each Affiliated Member of the FIM automatically becomes a member of the CONU corresponding to the geographical region of the country.

#### **11.1.2 Powers of FMNs**

Every FMN accepted as an Affiliated Member of the FIM shall be the sole organisation in its own country entitled to exercise the powers of the FIM as defined in the Statutes, the By-Laws, the Sporting Code and the regulations of the FIM. Every FMN has the right to exercise these powers as long as it has not resigned or been suspended, expelled or dissolved. Subject to these Statutes every FMN has the right to participate in the meetings of the GA with the right to vote in accordance with Art. 12.

### **11.1.2 bis Duties and roles of a FMN**

- <sup>1</sup> The duties and roles of a FMN include the following:
  - a) be the “local” representative of the FIM and be accountable to the FIM while advancing the goals of the FIM at the national level;
  - b) encourage and promote new opportunities for sport, tourism, leisure, road safety and mobility in motorcycling at the national level;
  - c) promote motorcycling, both as regards sport and motorcycling in general;
  - d) help its members to improve their skills and develop economically at the national level;
  - e) cooperate with the FIM in all matters relating to the organisation of international events and motorcycling in general;
  - f) provide the FIM, upon request, with reports and detailed information on its activities.

### **11.1.2 ter Rights and obligations of a FMN**

- <sup>1</sup> In accordance with the FIM Statutes, the FMN works within its attribution towards the fulfilment of the following rights and obligations, inter alia:
  - a) commit to the FIM mission, vision and values and ensure its activities are compatible with the FIM mission, vision and values;
  - b) comply and enforce compliance by its members and licence holders, with the FIM Statutes, By-Laws and decisions (as regularly amended even after admission as a member);
  - c) exercise any other right that may be conferred on it by a decision of the BD or by the GA of the FIM. Any such decision shall spell out in detail the manner in which such a right shall be exercised and in particular the duration for which the right has been granted. A FMN has the right to exercise the rights delegated by the FIM as long as it is recognised by the FIM.
- <sup>2</sup> The FIM can exclude a FMN that does not fulfil its obligations according to the FIM Statutes and By-Laws.

<sup>3</sup> The FIM may interrupt the administrative services (e.g. issuing of licences) provided by the FIM and/or cancel and demand reimbursement of up to the three last amounts paid as subventions and/or contributions as set out in Article 5 of the Financial Regulations to a FMN that does not fulfil its obligations according to the FIM Statutes and By-Laws.

### **11.1.3 Procedure for the affiliation of FMNs**

<sup>1</sup> The procedure for the consideration of applicants for Affiliated Member of the FIM and of the relevant CONU will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **11.1.4 Admission fees and membership fees**

<sup>1</sup> To become an Affiliated Member of the FIM and of the relevant CONU, a FMN must pay a unique admission fee, the amount of which shall be set by the GA on a proposal from the BD.

<sup>2</sup> All FMNs shall pay the FIM annual membership fees decided by the GA on a proposal from the BD. Annual membership fees are payable on 1 January of the year for which they are due.

<sup>3</sup> The FIM membership fees include the fees allocated for membership of a CONU.

<sup>4</sup> The admission fee is payable at the same time as the payment of the first annual membership fees.

### **11.1.5 Loss of membership**

#### **11.1.5.1 Resignation**

The resignation of an FMN shall be accepted and effective as of the end of the calendar year, if it is notified to the FIM by registered letter with six months' notice.

#### **11.1.5.2 Suspension**

<sup>1</sup> Non-payment of membership fees and/or FIM service charges by the required date as laid down in Article 4.3 of the Financial Regulations (FR) shall lead to immediate suspension of the rights to all FIM and/or CONU services until full settlement of the outstanding amount has been received.

<sup>2</sup> FIM and CONU services are considered in particular the delivery of FIM licences, the registration of National Meetings open to Foreign Participation, FIM World Championships and Prize Events and the allocation and payment of grants and contributions.

<sup>3</sup> If an FIM World Championship or Prize Event or a National Meeting open to Foreign Participation crosses the territory of a suspended FMN, the FMNR must obtain the prior written authorisation from the BD at least two months before the start of the Event.

#### **11.1.5.2 bis Withdrawal and delegation of an FMN's sporting power**

<sup>1</sup> In case of urgency and as a protective measure, after giving the FMN concerned the opportunity to communicate its justifications in writing and/or orally if it so wishes, the BD may withdraw the sporting power of an FMN which, in the BD's opinion, is no longer able to exercise its prerogatives as explicitly described in Article 11.1.5.3 paragraph 1 a). Such withdrawal may only be decided upon provisionally until the next GA.

<sup>2</sup> If an FMN's sporting power is withdrawn, the BD may temporarily delegate this sporting power to another entity until the next GA.

#### **11.1.5.3 Expulsion**

<sup>1</sup> An FMN may be expelled following a resolution adopted by the GA on a proposal from the BD or an FMN:

- a) If it either fails in its duty as a member or if it acts contrary to the aims of the FIM or contrary to its membership rights and obligations expressly referred to by or in these Statutes, the By-Laws or any other FIM regulations or the rights of another FMN or if it does not represent the interests of motorcycling in its own country efficiently;
- b) If it fails to pay its debts to the FIM and/or the relevant CONU within a maximum period of two years after receiving a demand for payment by registered letter;

<sup>2</sup> Any proposal to expel an FMN shall be examined first by the BD which can take the decision to initiate an expulsion procedure. After giving the FMN concerned the opportunity to communicate its observations in writing and/or orally if it so wishes, the BD may:

- a) Make local inquiries in the country of the FMN concerned;
- b) Make further inquiries about the documents at its disposal;
- c) Recommend that the GA expel the FMN if it is of the opinion that the latter does not meet the requirements for FIM membership.

#### **11.1.5.4 Dissolution**

Dissolution of a FMN entails loss of all its membership rights, whatever the cause of the dissolution.

#### **11.1.6 Effects of loss of membership**

<sup>1</sup> FMNs that have resigned or that have been expelled or dissolved lose their membership status.

<sup>2</sup> Loss of membership during the calendar year does not release an FMN from any possible commitments it may have towards the FIM until the end of the calendar year, nor from the full payment of the membership fees for the year in question. Loss of membership does not confer any rights to the assets of the FIM.

<sup>3</sup> A former FMN who has lost its membership of FIM for whatever reason under Art. 11.1.5:

- a) Must seek renewal or re-apply for membership in accordance with these Statutes, and
- b) May be re-admitted at the discretion of the GA upon recommendation of the BD.

The GA may accept or reject a re-application for, or renewal, of membership in its absolute discretion, and shall not be required or compelled to provide any reason for such acceptance or rejection.

## **11.2 Associated Members**

### **11.2.1 Definition**

An international or a national motorcycling organisation in a country which, in the opinion of the FIM is representative of and conducts motorcycling activities in its country, may be accepted as an Associated Member of the FIM. Approval of the relevant FMN is also required for national motorcycling organisations. Such organisations must be one of the following:

- a motorcycling industry body;
- an international rider and/or team organisation;
- a motorcycling event promoter;
- a media organisation or
- an international non-government organisation.

The terms of which may be further defined in the FIM By-Laws.

### **11.2.2 Terms and conditions of Associated Membership**

<sup>1</sup> The procedure for the consideration of applicants for Associated Membership will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

<sup>2</sup> The terms and conditions of Associated Membership including but not only fees and loss of membership will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

## **11.3 Honorary Members**

<sup>1</sup> On a proposal from the BD and in recognition of services rendered, the GA may award the title of honorary member to individuals who have occupied a position within the FIM. The title of honorary member must be connected with the position held in the FIM body in which those services were rendered.

<sup>2</sup> The holder of an honorary member title may attend the GA and the open meetings of the body for which they have received the title of honorary member, but they do not have the right to vote. However, they can be nominated by their respective FMN as voting delegates at the GA.

<sup>3</sup> The holder of an honorary member title may not be a candidate for a post within the same body in which he was a member before the honorary title was awarded to him.



## 11.4 Members of Honour

- <sup>1</sup> The GA may, on a proposal from the BD, award the title of Member of Honour upon an individual or corporate body outside the FIM in recognition for important services rendered to the FIM or to motorcycling activities in general.
- <sup>2</sup> Members of Honour may attend the GA, but without the right to vote.

## 12. THE BODIES OF THE FIM

The bodies of the FIM are the following:

- The General Assembly (GA);
- The Board of Directors (BD);
- The Executive Board (EB);
- The Internal Auditors;
- The Administration (ADM);
- The Continental Unions (CONUs);
- The Commissions;
- The Bodies established by contract between the FIM and its promoters;
- **The International Court of Appeal (CAI).**

### 12.1 The General Assembly (GA)

<sup>1</sup> The GA is the supreme authority of the FIM. It may approve, reject, alter or postpone any proposal submitted after taking into account the interests of the FIM and its own general policy. Deliberations and discussions take place in accordance with the procedures laid down in these Statutes.

Unless the GA decides otherwise, decisions enter into force immediately.

<sup>2</sup> The ordinary GA shall take place once a year at such date, time and location as will be determined by the BD upon recommendation of the ADM.

<sup>3</sup> The BD may convene an extraordinary GA if it deems this necessary.

<sup>4</sup> The BD must convene an extraordinary GA if at least one-fifth of the FMNs submit such a request with supporting arguments.

### **12.1.1 Participation**

Participants at the GA are:

- a) Voting delegates and other persons who have been designated by the FMNs to attend a particular GA, subject to a maximum of three per FMN;
- b) Honorary Members and Members of Honour appointed under Arts. 11.3 and 11.4;
- c) A maximum of two representatives from each Associated Member;
- d) Members of the BD;
- e) Any other person(s) authorised by the President of the FIM to attend the GA.

Only those persons in Arts. 12.1.1 a) are entitled to speak and debate at the GA as of right. Those persons in Arts. 12.1.1 d) and e) may only speak and debate with the leave of the President. No other persons are entitled to attend the GA unless invited by the President.

### **12.1.2 Voting rights**

- <sup>1</sup> Only FMNs have the right to vote.
- <sup>2</sup> Upon acceptance as a member of the FIM, each FMN has the right to one vote at the GA.
- <sup>3</sup> Votes may only be cast by a single delegate who shall be a member of the FMN and officially nominated as a voting delegate by a senior official of the FMN he represents. The registration form for the voting delegate may include a first deputy delegate and a second deputy delegate and must be duly signed and stamped by the president and a senior official of the FMN concerned. Legally recognized electronic signatures of the competent persons are accepted and replace the original signatures and the stamp of the FMN concerned.

Should the registered voting delegate be prevented from attending the General Assembly at a late stage for reasons of force majeure or illness, the first deputy delegate takes the place of the voting delegate. Should the first deputy delegate be unable to attend, the second deputy delegate would become the voting delegate.

<sup>4</sup> An FMN can only exercise its voting right(s), if all of its due debts to the FIM have been fully paid before the due date.

<sup>5</sup> Voting by proxy is not allowed.

<sup>6</sup> Any proposal which has been accepted in writing by all the FMNs shall be considered as equivalent to a decision of the GA. Such decisions shall be the subject of an immediate official communication from the ADM.

### **12.1.3 Notice of meetings**

A written notice to attend an ordinary GA shall be sent at least 90 days before the date of the GA. At least 30 days' notice must be given prior to an extraordinary GA.

### **12.1.4 Agenda**

<sup>1</sup> The Agenda of the ordinary GA shall notably include the following points:

- a) Verification of the composition of the GA;
- b) Approval, where appropriate, of the Minutes of the preceding GA;
- c) Approval of the budget for the following year, approval of the balance sheet and accounts for the preceding year, the acceptance of the audit report submitted by the internal auditors and the discharge of responsibility to be given to the decision-making bodies;
- d) Elections for vacant positions including the Internal Auditor(s);
- e) Recommendations and proposals from the BD;
- f) Proposals of the FMNs;
- g) The opposing views of FMNs, with the supporting arguments, to proposals made by the Commissions;
- h) Considering new member applications for approval as submitted by the BD;
- i) Considering proposal submitted by any FIM body as submitted by the BD;
- j) Appointment of independent tellers for GA elections;
- k) Considering any motion of censure proposed to the GA.

<sup>2</sup> Proposals which FMNs require to be discussed at an ordinary GA must reach the ADM in writing and with the indication of the reasons for doing so at least 60 days before the first day of the GA.

<sup>3</sup> If the proposal concerns a modification of the Statutes or By-Laws, it must include the entire text of the new or amended article.

<sup>4</sup> The Agenda and all relevant documentation must be sent to all members of the FIM 30 days before the GA.

<sup>5</sup> Items that are not on the Agenda shall not be considered unless approved by a majority of two-thirds of the votes cast. However, no amendments to the Statutes or the By-Laws may be put to a vote at the GA unless they are on the Agenda.

### **12.1.5 Quorum**

With the exception of Article 18.1 of these Statutes, the decisions of the GA shall only be deemed valid if at least 25 FMNs or one-third (rounded up to the next whole number) of the FMNs - whichever is the greater - with the right to vote are present. If the quorum is not reached, the FMNs present may decide to hold a meeting; however decisions taken during that session, to be valid as decisions of a GA, must be confirmed by the following GA.

### **12.1.6 Chair of the GA**

The GA shall be chaired by the President of the FIM.

### **12.1.7 Authority**

The GA shall have the following authority in particular:

- a) To determine, on a proposal from the BD, the strategic framework and general policy of the FIM in all its areas of activity;
- b) To approve, where necessary, the Minutes of the preceding meeting;
- c) To approve the annual report of the BD; to approve the audited annual accounts and the balance-sheet; to give discharge to the BD after having heard the report of the internal and external auditors of the accounts;
- d) To approve the annual budget presented by the BD;

- e) To affiliate new FMNs or expel existing FMNs;
- f) On a proposal from the BD, to grant recognition to a CONU or to withdraw recognition from a CONU;
- g) To adopt and amend the Statutes, the By-Laws and the Sporting Code of the FIM;
- h) To elect the President, the members of the BD and the Internal Auditor(s) of the FIM;
- i) To examine and, if appropriate, reach a decision on the proposals submitted by the CEO to the BD;
- j) To take decisions on the proposals received from the FMNs and on such other matters as are on the meeting agenda under Art. 12.1.4 but which are not expressly covered under this Art. 12.1.7;
- k) To examine, and, where necessary, reach a decision on a motion of censure and/or the removal of a person from office;
- l) To appoint Honorary Members;
- m) To create new bodies and/or dissolve Commissions of the FIM;
- n) To approve, on a proposal from the BD, the creation by the BD of commercial companies, private foundations, etc., or the participation of the FIM in such companies or foundations, etc., if this assists the FIM to better achieve its goals in certain specific areas of activity;
- o) To determine, on a proposal from the BD, the admission fee and membership fee, as well as the registration fees for the events and charges for the different licences;
- p) To appoint scrutineers to supervise a vote or to conduct the elections and to count the ballots at the GA;
- q) To confirm the appointments of members of the List of the International Judges (LJI);
- r) To dissolve the FIM.

### **12.1.8 Decisions of the General Assembly**

<sup>1</sup> Unless otherwise stated in these Statutes, voting shall take place by electronic means ensuring the confidentiality of the ballot. Voting shall be by a show of hands or by roll call if and only if a large-scale technical problem affecting the voting process makes electronic voting impossible. In case of vote by roll call, if requested by a voting delegate, voting shall take place by secret ballot.

<sup>2</sup> The following majorities are required in the GA:

- a) For the dissolution of the FIM three-quarters of the votes cast;
- b) For amendments to the Statutes, the expulsion of an FMN, the granting and withdrawal of recognition of a CONU, a motion of censure and removing a person from office: two-thirds of the votes cast;
- c) For all other decisions (including amendments to the By-Laws and the Sporting Code): an absolute majority, i.e. 50% of the votes cast + 1 vote.

<sup>3</sup> All majorities are rounded up to the next highest whole number.

<sup>4</sup> In case of a tie, a second round of voting shall be organised after which, if the tie is still not broken, the proposal shall be considered rejected.

<sup>5</sup> Blank or void ballot papers or any other form of abstention shall not be taken into account when counting the number of votes cast.

### **12.1.9 Minutes**

<sup>1</sup> The Minutes of every GA shall be drawn up by the ADM in the two official languages of the FIM and sent to all FMNs and delegates not later than 6 (six) weeks after the end of the GA.

<sup>2</sup> Any objections to the Minutes, together with supporting arguments, must be communicated in writing to the ADM. They must reach the ADM within two months following their publication. If no objections have been received within this time limit, the Minutes shall be deemed approved. If an objection is raised in due time, the Minutes must be approved at the next GA.

### **12.1.10 Elections**

Elections at the GA shall be held on a rotating basis at every GA held in an even year. There shall be no elections at the GA held in odd years, unless there are vacancies to be filled.

### **12.1.10.1 Criteria applicable to candidatures for the position of President, elected member of the BD and Internal Auditor of the FIM**

- <sup>1</sup> Each candidature must be put forward by one FMN and can be supported by one or several other FMNs.
- <sup>2</sup> Every candidature must be accompanied by a detailed curriculum vitae of the candidate.
- <sup>3</sup> A candidate who is put forward for the first time must be present at the relevant GA unless in case of justified impediment. The President decides on accepting or refusing the justification.
- <sup>4</sup> Prior to the casting of ballots, all candidates may introduce themselves and have the possibility to explain orally their programme and targets to the GA for a time period deemed reasonable by the President.
- <sup>5</sup> A person may not be a candidate for more than one position in the FIM at any one time.
- <sup>6</sup> A candidate who already holds a position in the FIM must resign from their current position following a successful election to the new post.
- <sup>7</sup> A candidate must be and remain accessible by email whenever possible.

### **12.1.10.2 Eligibility**

The following conditions for eligibility must be fulfilled:

- a) For the President, a member of the BD and an Internal Auditor of the FIM:  
Candidates must be able to express themselves in at least one of the two official languages of the FIM and/or must be able to provide their own interpreter;
- b) For the Internal Auditors:  
Candidates must be suitably qualified in financial and accounting matters.

### **12.1.10.3 Procedure applicable to candidatures for all elective positions**

The procedure for the nomination of candidates for elective positions will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **12.1.10.4 Procedure applicable to elections**

The procedure for elections will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **12.1.10.5 Incompatibilities with position**

<sup>1</sup> The President of the FIM may not hold any office or position in an FMN, CONU or in an industry or business connected with motorcycling. If such links exist at the time of the election, the President must terminate them within 4 months of the election.

<sup>2</sup> In the BD, the members must all be from different FMNs. This does not apply to the FIM President who may be from the same FMN as another BD member.

<sup>3</sup> In the BD, a President of a CONU cannot also be an elected member of the BD at the same time.

<sup>4</sup> Elected members of the BD may not hold any office within an executive body of a CONU.

<sup>5</sup> Promoters of international motorcycling events (e.g. FIM Championships and Prizes or regional championships) may not serve on the BD while exercising that activity in any executive or managerial capacity.

<sup>6</sup> Internal Auditors may not hold any other position in the FIM and must be from different FMNs.

<sup>7</sup> The members of each Commission Bureau, with the exception of the Director, must be from different FMNs.



## **12.2 The Board of Directors (BD)**

### **12.2.1 Composition**

<sup>1</sup> The members of the BD shall be:

- a) The President of the FIM;
- b) Six elected members, two of whom shall be proposed as Vice-Presidents by the President for approval of the BD. One of the Vice-Presidents shall also be appointed Deputy President by the President in his/her sole discretion;
- c) The Presidents of the recognised CONUs. A President of a CONU whose period of office in the CONU ends shall be replaced by his elected successor who shall immediately take up his duties in the BD; however, in the event that a CONU President is from the same FMN as an elected member of the BD (irrespective of whether the elected member joins the BD before or after the election of the CONU President at continental level), that CONU President will not be able to be a member of the BD. In that case, he will be replaced on the BD by a member of the CONU executive body duly designated as his substitute by the CONU. That substitute shall have the right to vote;
- d) The Chief Executive Officer and the Deputy Chief Executive Officer, but without the right to vote.

<sup>2</sup> In the interests of good governance, each CONU must be represented by the President of the CONU at all the meetings of the FIM Board of Directors.

<sup>3</sup> Except in case of exceptional circumstances (e.g. cases of force majeure) duly recognised as such by the FIM BD, a CONU President who is temporarily or permanently unable to perform his duties must be replaced in the FIM BD by a member of the CONU executive body duly designated as his substitute by the CONU; such substitute shall have the right to vote.

<sup>4</sup> Except in case of exceptional circumstances (e.g. cases of force majeure) duly recognised as such by the FIM BD and on pain of sanctions in case of non-representation, the CONU must be represented at each meeting of the FIM BD by its President or by the substitute for its President duly appointed by the CONU. The applicable aforementioned possible sanctions are:

- Interruption of the administrative services (e.g. issuing of licences) provided by the FIM (to be decided by the FIM BD)

- Cancellation and reimbursement by the CONU of up to the three last amounts maximum paid by the FIM in respect of any Administrative Subsidies and/or the Fund for the Promotion of Motorcyclists' Activities as set out in Article 5 of the Financial Regulations (to be decided by the FIM BD).
- Withdrawal of CONU recognition.

## **12.2.2 Authority**

<sup>1</sup> The BD has overall responsibility for the strategic direction and governance of the FIM. It is entrusted with all the powers which, according to the Statutes of the FIM, are not explicitly reserved for the GA.

<sup>2</sup> In particular, it has responsibility:

- a) To ensure that the decisions of the GA are implemented;
- b) To place a binding interpretation on provisions of the Statutes or Regulations of the FIM or on any other decision of the GA which may be a divergence of interpretation between the bodies called upon to apply it or between the FIM and one of its members;
- c) To govern the FIM including the preparation and monitoring of the FIM financial statements;
- d) To buy, sell, exchange, borrow, lease, rent or mortgage real estate and other assets;
- e) To negotiate all other rights of the FIM and conclude the relevant contracts, in particular in the domain of television rights, the media, sponsorship and marketing rights;
- f) To decide whether or not to accept any donations or gifts, open bank accounts and take decisions concerning the investment of funds or revenue;
- g) To create, with the approval of the GA, commercial companies, private foundations, trusts, etc. or to acquire financial interest in commercial companies, private foundations, etc. in order to further the aims of the FIM in specific areas of activity;

- h) To appoint, or authorise the appointment of Board committees, portfolios, experts, Working Groups or consultants to assist the BD and/or the CEO and/or the Commissions in their respective tasks as set out in the By-Laws (as regularly amended) and relevant Terms of Reference and/or Role documents;
- i) To represent the FIM in all legal proceedings in which it is involved, through its President or a Vice-President specially appointed by the BD for this purpose;
- j) To appoint the Chief Executive Officer and to review his performance and if necessary dismiss him; to appoint the Deputy Chief Executive Officer on a proposal from the CEO and to review his performance and if necessary dismiss him;
- k) To appoint and/or ratify all members of Commissions (including Directors who will chair and conduct the Commission) including those members whose candidatures have been put forward by the FMNs and after due consultation with relevant parties;
- l) In the case of force majeure to act for, and on behalf of, the GA when a decision cannot be held over until the next GA, and to set a date for the entry into force of such a decision which shall be submitted to the following GA for approval;
- m) Subject to a possible contractual concession, to adopt or amend the Codes (other than the Sporting Code), policies and other regulations including but not only regulations related to finance and human resources;
- n) Nominate any person authorised to sign together with the President or the Chief Executive Officer, all documents which commit the FIM or impose obligations upon it;
- o) Draw up and/or approve specific regulations or Terms of Reference for Commissions, committees and Working Groups, acting on a proposal by them or on its own initiative;
- p) To appoint the external auditing firm;

- q) To develop and implement the annual budget;
- r) To propose to the GA for consideration and approval the strategic framework and general policy of the FIM in all its areas of activity;
- s) To develop and implement the strategic objectives and key performance indicators by which the strategic framework and general policy of the FIM will be delivered;
- t) To ensure compliance with all relevant laws and other statutory requirements;
- u) To propose or appoint new members in the relevant category of FIM membership.

### **12.2.3 BD Meetings**

The procedure for the conduct of BD meetings will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **12.2.4 The President**

- <sup>1</sup> The duties of the President are to:
- a) chair meetings of the GA, BD and EB;
  - b) manage the activities of the BD, including ensuring the BD is organised properly, functions effectively and meets its obligations and responsibilities;
  - c) ensure the decisions of the GA, BD and EB are implemented and that the Statutes, Codes and all FIM regulations are respected;
  - d) facilitate effective communications and relations with CONUs, FMNs, volunteers, stakeholders and the general public;
  - e) collaborate with the CEO to form a strong, collaborative working team that is in regular contact to ensure that their individual and collective decisions and actions are consistent with the FIM Statutes, By-Laws, Regulations, policies and BD direction;
  - f) represent the FIM to the public, external organisations, governments and media;

- g) be an ex-officio member of all Commissions, Committees and Working Groups where he is not appointed as a full member. The President may attend any meeting of a Commission or any Working Group created by the FIM, but without the right to vote; and
- h) liaise with members of the FIM.

<sup>2</sup> In emergencies, the President can, after consultations with, and the agreement of the EB, take any decision that is deemed necessary in order to safeguard the interests of the FIM. In such cases, the BD must be informed immediately of the relevant decision. A decision of the President under this Article will be considered a decision of the EB under Art. 12.3.4.

<sup>3</sup> The President may sign, together with the Chief Executive Officer or any other person designated by the BD, all documents which commit the FIM or impose obligations upon it. Such documents must be signed by two of the persons authorised for that purpose.

#### **12.2.5 The Deputy President**

<sup>1</sup> The Deputy President appointed under Art. 12.2.1<sup>(b)</sup> shall replace the President if the latter is absent, ill or if s/he resigns from his/her position. In such an event his/her duties shall be those set out in Art. 12.2.4.

<sup>2</sup> The Deputy President may attend any meeting of a Commission or any Working Group created by the FIM, but without the right to vote.

#### **12.2.6 The members of the BD**

<sup>1</sup> The GA shall elect six members to the BD according to Arts. 12.1.10 and 12.2.1.

<sup>2</sup> Any member of the BD may be designated by a decision of the BD as contact persons between the BD and particular Commissions. If deemed necessary, the BD may appoint a member of the BD as Director of a Commission.

<sup>3</sup> With a view to furthering the development of the FIM's activities, members of the BD may be asked to carry out special assignments with authority to deal with FMNs or other organisations. In such cases, account shall be taken of their special skills or the existence of particular circumstances.

<sup>4</sup> A designated member of the BD may sign, together with the President or the Chief Executive Officer, all documents which commit the FIM or impose obligations upon it. Such documents must be signed by two of the persons authorised for that purpose.

<sup>5</sup> Any member of the BD may represent the FIM vis-à-vis official organisations if they are given a specific mandate to do so by the BD or on the authority of the FIM President.

<sup>6</sup> Any member of the BD may attend any meeting of an FIM Commission or any Working Group created by the FIM, but without the right to vote.

### **12.2.7 The Presidents of the CONUs**

<sup>1</sup> The Presidents of the CONUs are ex officio members of the BD, subject to art. 12.2.1 para. 1 let. c) of the FIM Statutes.

<sup>2</sup> With a view to furthering the development of the FIM's activities, the Presidents of the CONUs may be asked to carry out special assignments with authority to deal with FMNs or other organisations. In such cases, account shall be taken of their special skills or the existence of particular circumstances.

<sup>3</sup> They may attend any meeting of an FIM Commission or any Working Group created by the FIM, but without the right to vote.

## **12.3 The Executive Board (EB)**

### **12.3.1 Composition**

<sup>1</sup> The EB shall consist of the President of the FIM, the two Vice-Presidents, one CONU President (elected from and by the six CONU Presidents), the CEO and the DCEO.

<sup>2</sup> The Chief Executive Officer and the Deputy Chief Executive Officer are members of the EB but without the right to vote.

### **12.3.2 Authority**

The EB shall be empowered to deal with all questions of safety or those of extreme importance which require an urgent decision. It may set a date for the entry into force of such decisions. In urgent cases, it shall also be authorised to initiate legal or arbitration proceedings with the relevant court on behalf of the FIM.

### **12.3.3 Meetings**

The EB shall meet whenever convened by the President of the FIM. The EB may hold its meetings in the form of teleconferences or video-conferences.

### **12.3.4 Decisions**

<sup>1</sup> A decision shall only be considered valid if it is accepted by the majority of the voting members of the EB. In the case of a tie, the President shall have the casting vote.

<sup>2</sup> Decisions taken by the EB carry the same weight as those of the BD. Under no circumstances may decisions of the BD be changed by the EB.

<sup>3</sup> The reports of the EB must be submitted to the BD. The BD must be informed immediately of any decision taken by the EB. Where practicable, all decisions of the EB must be submitted to the BD for ratification at its next meeting.

## **12.4 The Internal Auditors and the External Auditing Firm**

<sup>1</sup> Three Internal Auditors guarantee the conformity and the reliability of the accounts, analyse the budget and the annual accounts prepared by the Chief Executive Officer.

<sup>2</sup> The external auditing firm audits the accounts in accordance with the legal provisions of the Swiss law and submits a report to the Internal Auditors as well as to the General Assembly. It is appointed for three years. Its mandate can be renewed.

<sup>3</sup> After having acknowledged the report of the external auditors, the Internal Auditors deliver their opinion on the accounts to the BD and to the GA for their approval.

## **12.5 The FIM Administration (ADM)**

<sup>1</sup> The ADM is the permanent administrative body of the FIM and is located at the headquarters of the FIM.

<sup>2</sup> The ADM is responsible to the BD for the management and administration of the FIM and is also responsible for co-ordinating the promotional activities of all the FIM bodies.

<sup>3</sup> The ADM shall be responsible in particular for the convocation of the ordinary and extraordinary meetings, as well as for drawing up the Minutes of all meetings of the FIM bodies. Minutes shall be prepared and published in the official languages no later than 6 weeks after the end of each meeting.

<sup>4</sup> All official FIM communications shall be channelled through the ADM.

<sup>5</sup> All official communications sent to the FIM must be addressed to the ADM and not to individuals.

<sup>6</sup> The CEO is responsible for the conduct of the ADM.

### **12.5.1 The Chief Executive Officer (CEO) and the Deputy Chief Executive Officer (DCEO)**

<sup>1</sup> The CEO is appointed by and accountable to the BD for providing overall management of the FIM. The CEO will support the BD and its mandate and will be accountable for ensuring the FIM operates within the policy and strategic framework established by the BD. The CEO will provide advice and counsel to the BD in all matters impacting the FIM and will provide effective operational leadership to the management, staff and volunteers of the organisation. Subject to these Statutes the CEO will have such roles and responsibilities as are determined by the BD and set out in the CEO's Job Description, Authority and Accountability.

<sup>2</sup> The DCEO is appointed by the BD on a proposal from the CEO.

<sup>3</sup> The CEO and the DCEO are members of the BD and the EB but without the right to vote.

<sup>4</sup> The CEO receives direction from and is responsible to the BD and the President. In the event the CEO is asked to implement a directive which the CEO believes is not consistent with the BD's direction, the CEO shall inform the members of the EB. Without limiting anything else in this Art. 12.5.1 the CEO shall:

- a) Lead and develop a highly motivated professional team dedicated to excellence and high performance with a commitment to achieving the FIM's strategic objectives;
- b) Develop and maintain business opportunities and strategic partnerships with governments, industry, promoters, corporate partners and the motorcycle community;



- c) Initiate, develop and implement sound administrative, human resource, commercial, financial and risk management practices for the long term benefit of the FIM and its entities;
- d) Provide leadership and strategic advice to the BD and senior management to ensure the development of a shared vision and clear strategic direction for the FIM;
- e) Ensure the vision and values are projected in all communications and actions; that the strategic framework is well understood throughout the FIM and used to guide all decision-making;
- f) Facilitate the development of a customer service culture throughout the FIM;
- g) Ensure the BD has the information necessary to make informed decisions and that all corporate governance obligations of the organisation are met;
- h) Develop, implement and monitor all action plans based on the FIM's strategic objectives;
- i) Develop, implement and monitor all decisions taken by the FIM bodies as well as for all the activities of the ADM;
- j) Ensure that all FIM bodies use their best endeavours to fulfil their respective key performance indicators;
- k) After consultation with relevant parties, recommend to the BD all appointments including Directors and replacement appointments of Commissions;
- l) Manage the roles and responsibilities of FIM Commissions;
- m) Recommend proposed new members to the BD for affiliation.

<sup>5</sup> The CEO must also ensure that the Minutes of the meetings of all FIM bodies are drawn up and published by the specified deadline.

<sup>6</sup> The CEO shall safeguard the interests and prestige of the FIM and draw the attention of the President, the BD or the EB to anything which, in his opinion, may be contrary or harmful to the interests of the FIM.

- 7 The CEO must be able to speak, and write in, the two official languages.
- 8 The CEO must ensure that the FIM rules are respected and that the administration and management of the FIM is in accordance with these Statutes and the directions of the BD.
- 9 The CEO can sign, together with the President or any other person designated by the BD, all documents which constitute a commitment or an obligation for the FIM. Such documents must be signed by two of the persons authorised for that purpose.
- 10 In all matters concerning the running of the FIM, the CEO shall follow the policy laid down by the BD. No executive staff member may be hired or dismissed without the approval of the EB. The CEO may otherwise hire or appoint and dismiss staff members and volunteers. In considering the hiring or appointment of any staff member or volunteer the CEO must consider the expertise of the relevant candidate against the requirements of the position. The CEO must respect relevant job descriptions and ensure that staff members and volunteers mutually respect and recognise the roles they each play for the FIM.
- 11 The CEO shall ensure that written notification of all BD and EB decisions is sent by the ADM to all FMNs at least 60 days before the date fixed for their entry into force.
- 12 The CEO shall ensure good co-ordination between the ADM and the Secretariats of the FMNs and the CONUs.
- 13 The CEO shall be responsible for all questions of protocol during FIM official ceremonies.
- 14 The CEO may attend any meeting of a body of the FIM or any Working Group created by the FIM, but without the right to vote.
- 15 The CEO may not hold any office or position in an FMN or within an industry or business connected with motorcycling.
- 16 The DCEO is under the direct authority of the CEO.

<sup>17</sup> Under the authority of the CEO, the DCEO has the same competencies as the CEO, except for those described under Articles 12.5.1 para. 4 letters k) and m) and paragraphs 9 and 10 of the same Article, which fall exclusively to the CEO.

<sup>18</sup> However, in case of impediment of the CEO, the DCEO shall temporarily take over all of the CEO's duties and powers for a time delimited by the EB which can be renewed by the BD.

## **12.6 The Continental Unions (CONUs)**

### **12.6.1 Definition**

<sup>1</sup> CONUs are recognised geographic subdivisions of, and are accountable to, the FIM. There are six CONUs each named according to the continent in which it is located; FIM Africa, FIM Asia, FIM Europe, FIM Latin America, FIM North America and FIM Oceania.

<sup>2</sup> The CONUs are bodies of the FIM separately incorporated, financially and administratively autonomous.

<sup>3</sup> The CONU applies itself to fulfil the goals of the FIM within its attributions laid down in the Statutes, By-Laws and other relative provisions and directives declared binding by the FIM.

<sup>4</sup> The FIM may interrupt the administrative services provided by the FIM and/or cancel and demand reimbursement of up to the three last amounts paid by the FIM in respect of any Administrative subsidies and/or the Fund for the Promotion of Motorcyclists' Activities as set out in Article 5 of the Financial Regulations and/or withdraw recognition (ultima ratio) from a CONU that does not fulfil its obligations according to the FIM Statutes and By-Laws.

<sup>5</sup> Subject to these Statutes, every FMN in the geographic area of a CONU shall by virtue of its membership of the FIM automatically be a member of that CONU.

<sup>6</sup> The Presidents of the CONUs are ex officio voting members of the BD, subject to art. 12.2.1 para. 1 let. c) of the FIM Statutes.

<sup>7</sup> The BD may, in exceptional circumstances, authorise a CONU to grant membership to an FMN that belongs geographically to another continent and is not affiliated to the CONU on that continent, provided that the latter has no objection.

## **12.6.2 Roles, duties and obligations of CONUs**

<sup>1</sup> The roles, duties, rights and obligations of a CONU will be regularly determined by the GA and set out in the FIM By-Laws (as regularly amended) or in the role documents proposed by the BD.

<sup>2</sup> Subject to Art. 12.6.1<sup>3</sup>, the CONU is not authorised to represent the FIM before third parties and acts in its own name when fulfilling its attributions and obligations. It must call the attention to third parties the fact that it does not make the FIM liable for the obligations entered into by the CONU.

## **12.7 The Commissions**

<sup>1</sup> The Commissions shall be consulted by the BD and the ADM in their particular field of activity. The Commissions are accountable to the BD.

<sup>2</sup> On a proposal from the BD, the GA may form other Commissions in addition to the Commissions listed below and may dissolve existing ones.

<sup>3</sup> All Commissions must seek to execute their relevant work plan(s) in the FIM strategic plan related to their respective areas of activity.

### **12.7.1 Composition**

<sup>1</sup> The size, role, duties, authority and responsibilities of each Commission will be regularly determined by the BD and set out in the By-Laws (as regularly amended) and/or the Commission's Terms of Reference.

<sup>2</sup> The procedures and conditions applicable to candidatures and to the appointment of Commission members will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **12.7.2 Authority**

<sup>1</sup> The Commissions shall carry out their activities within the limits of their Terms of Reference and respective budgets.

<sup>2</sup> The Commissions must act in the best interests of the FIM and motorcycle sport and must ensure that the FIM regulations are respected systematically, loyally, and in good faith. Amendments to their regulations may be proposed to the BD.

### **12.7.3 Commissions**

The Commissions of the FIM are:

- a) The Commission of Circuit Racing (CCR);
- b) The Motocross Commission (CMS);
- c) The Trial Commission (CTR);
- d) The Enduro Commission (CEN);
- e) The Cross Country Commission (CTT);
- f) The Track Racing Commission (CCP);
- g) The Touring and Leisure Commission (CTL);
- h) The Commission for Mobility (CPM);
- i) The International Sustainability Commission (CID);
- j) The Women's Commission (CFM);
- k) The International Medical Commission (CMI);
- l) The International Technical Commission (CTI);
- m) The E-Bike Commission (CEB);
- n) The Classic Motorcycles Commission (CMC).**

### **12.8 List of the International Judges (LJI)**

The definition and composition of the List of International Judges are provided for in the Disciplinary Code.

## **13. MISCELLANEOUS PROVISIONS**

### **13.1 Term of office**

Without prejudice to Art. 13.4 below the term of office for all elective positions is four years, renewable upon expiry. In this Article any period less than a four year term shall be regarded as a full term.

#### **FIM President**

Regardless of the number of elective terms served (whether consecutive or not), no one shall hold the office of FIM President for a period exceeding twelve years.

#### **Elected member of the Board of Directors**

Under this article, it is specified that the FIM President is not considered an elected member of the Board of Directors. Regardless of the number of elective terms served (whether consecutive or not), no one shall hold the position of elected member of the Board of Directors for a period exceeding twelve years.

## **Internal Auditor**

Regardless of the number of elective terms served (whether consecutive or not), no one shall hold the office of Internal Auditor for a period exceeding twelve years.

### **13.2 Taking office**

Delegates shall take office as soon as they have been elected or appointed, with the exception of the President of the FIM who shall take office only after the conclusion of the electoral session.

### **13.3 Removal from office**

<sup>1</sup> Any person elected who does not attend two consecutive meetings (including electronic meetings) of the body to which s/he is elected - unless the reason for such absence is accepted by the BD - shall be immediately removed from his/her office. Subject to these Statutes, such posts shall remain vacant until the next GA.

<sup>2</sup> If a Commission member is not, in the reasonable opinion of the Director of that Commission, contributing to the Commission, the Director may, after discussion with the member, recommend to the CEO that the non-contributing member be removed from the Commission.

### **13.4 Transitional provision**

From the approval of Art. 13.1, the term(s) already served by the current President of the FIM, all current members of the BD as well as all current Internal Auditors will be taken into account for the calculation of the maximum twelve-year term. (Ed. Note: in 2021).

### **13.5 Resignation or non-availability to perform his/her duties**

If the holder of an office resigns his position or is no longer able to perform his duties for whatever reason (illness, death, etc.), the following procedure shall apply until the office is reassigned at the next GA:

- a) The President of the FIM shall be automatically replaced by the Deputy President;
- b) The tasks performed by the Vice-Presidents, other BD members and the Presidents of the CONUs shall be replaced by a decision of the BD upon a proposal from the President of the FIM.

### **13.6 Procedure in case of a vacancy**

<sup>1</sup> FMNs shall be informed immediately if there is a vacancy due to the resignation, removal from office or non-availability of a person to fulfil his/her duties.

<sup>2</sup> Subject to these Statutes vacant elected posts shall remain vacant until the next GA. Vacant appointed posts shall remain vacant until the next BD meeting.

### **13.7 Voting rights in meetings of the BD, EB and Commissions**

The voting rights of all persons entitled to vote in meetings of the BD, EB and Commissions are set out in the FIM By-Laws (as regularly amended).

### **13.8 Conflicts of interest and/or loyalty**

Any member of the BD, EB or a Commission who has a conflict of interest and/or loyalty either financial or personal in any proposal that is put before the meeting of the relevant body must declare that conflict of interest and/ or loyalty and must leave the meeting, and not seek to influence debate on the proposal nor vote on the proposal. In the case of any challenge to a person being eligible to vote on any matter then the person chairing the relevant meeting will take a decision.

### **13.9 Quorum in meetings of the BD, EB, Commissions**

The quorum for meetings of the BD, EB and Commissions is set out in the FIM By-Laws (as regularly amended).

### **13.10 Motions of censure**

<sup>1</sup> Any FIM body which does not fulfil its duty can be the subject of a motion of censure by the GA.

<sup>2</sup> The procedure for motions of censure will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **13.11 Removal from office**

<sup>1</sup> Persons holding office who infringe the FIM rules in the course of their duties on behalf of the FIM may be removed from office by the BD. They may also be the subject of one of the sanctions provided for in the Disciplinary Code.

<sup>2</sup> The procedure for removal from office will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

### **13.12 Loss of status as FIM appointed person**

The procedures regarding loss of status as an FIM appointed person or rescinding the term of office of an appointed person will be regularly determined by the BD and set out in the FIM By-Laws (as regularly amended).

## **14. AMENDMENTS TO THE STATUTES**

Any amendment to the Statutes shall require a decision of the GA accepted by a majority of two-thirds of the votes cast. Adopted amendments shall enter into force immediately, unless the GA decides otherwise.

## **15. BY-LAWS**

The GA shall on the recommendation of the BD, determine and approve the By-Laws which may, subject to these Statutes, include the rules of procedure applicable to all FIM bodies and members of those bodies. The By-Laws will also set out the procedure for FIM Awards and the protocol to be followed at official ceremonies of the FIM.

## **16. CODES**

The GA approves the Sporting Code governing all the sporting activities under the authority of the FIM.

The BD approves the following Codes:

- a) the Code for Touristic Gatherings which governs activities connected with tourism;
- b) the Disciplinary Code which defines the FIM disciplinary **and appeal** bodies, punishable acts, the disciplinary procedure and the sanctions which may be imposed;
- c) the Medical Code which contains medical standards that apply to sporting activities and which must be enforced by the sporting Commissions;



- d) The Anti-Doping Code, which bans doping in accordance with the World Anti-Doping Code of the World Anti-Doping Agency (WADA), obliges riders to undergo anti-doping testing and, defines the procedures and sanctions for infringements to this Code;
- e) The Environmental Code which contains regulations and recommendations that apply to sporting activities and road users in order to protect the environment;
- f) The FIM Code of Ethics which sets out the ethical standards that shall govern the pursuit of the mission of the FIM and its activities.

## **17. DISCREPANCIES BETWEEN THE STATUTES AND ANY OTHER FIM RULE**

In the event of any discrepancy between a rule in these Statutes and another FIM rule other than at statutory level, the statutory rule shall prevail.

## **18. DISSOLUTION**

### **18.1 Dissolution procedure**

<sup>1</sup> The dissolution of the FIM may only be decided by an extraordinary GA convened for this specific purpose and attended by at least two-thirds of the FMNs. The decision must be approved by a majority of three-quarters of the votes cast.

<sup>2</sup> If the quorum of two-thirds is not reached, a second extraordinary GA for which no quorum is required, to be held 30 days after the first GA, must be convened immediately. At this second GA, the decision to dissolve the FIM must be approved by three-quarters of the votes cast.

### **18.2 Distribution of assets**

The GA that decides the dissolution of the FIM shall determine how the assets shall be distributed after liquidation.

## **19. STATUTES - ADOPTION AND DATE OF ENFORCEMENT**

These Statutes were adopted by the GA on **6 December 2024** and came into force immediately.

# By-Laws



EDITION 2025

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Any references to the male gender in this document are made solely for the purpose of simplicity, and refer also to the female gender except when the context requires otherwise.

## 2025 BY-LAWS

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## 2025 BY-LAWS

### I. INTRODUCTION

<sup>1</sup> These By-Laws have been adopted in accordance with Art. 15 of the FIM Statutes.

<sup>2</sup> Unless otherwise defined terms, abbreviations and definitions used in these By-Laws have the same meaning as set out in the FIM Statutes.

### II. MEMBERSHIP

#### 1) Process for the affiliation of FMNs

<sup>1</sup> To become an Affiliated Member of the FIM (and the relevant CONU), a candidate must send to the ADM an application for affiliation together with:

- a) One copy of its own statutes and By-Laws or any official document which must demonstrate that it is an incorporated entity or otherwise recognised by the law of its country;
- b) A summary of its past and present activities which must demonstrate that it is active in motorcycling activities in its country or an undertaking that it will become or is becoming active in motorcycling activities in its country;
- c) A list of the members of its managing or governing body;
- d) A letter from the official body governing sport in its country (whether a government body or otherwise), or other evidence certifying recognition of the authority of the candidate in question at the national level and providing information on the members of its management;
- e) A letter of intent to pay the admission fee and the annual membership fee;
- f) A statement in which it agrees to:
  - comply and to enforce compliance by its members and licence holders, with the FIM Statutes, FIM By-Laws and decisions (as regularly amended even after admission as a member);
  - commit to the FIM mission, vision and values and ensure its operations are compatible with the FIM mission, vision and values;

- submit to FIM every two years base line data on motorcycling participants, events and activities in its country;
  - respect these rules in all relations with third parties and in particular contracts signed by it;
  - not derogate from these rules except with the agreement of the BD, and
  - complete and provide, at the request of the FIM, an annual statement which demonstrates:
    - a) the level of activity within the candidate organisation, and
    - b) that it continues to be in compliance with FMN membership criteria.
- g) Copies of:
- minutes and financial statements from the past annual meeting(s) of members, and
  - minutes from the previous year's board (or other governing or managing body) meetings (if applicable).
- <sup>2</sup> All the above documents must be written in one of the official languages.
- <sup>3</sup> All applications for membership of the FIM shall first be examined by the BD which, before submitting the request to the GA for approval, may make any other inquiry it deems necessary to establish whether the candidate meets the requirements for FIM membership.
- <sup>4</sup> When any application for affiliation is submitted to the GA for approval, the BD has the possibility to formulate a recommendation to the GA.
- <sup>5</sup> Affiliation of an FMN shall be effective on 1 January of the year following its acceptance by the GA, but only after the FMN has paid the admission fee and the annual membership dues.
- <sup>6</sup> To remain an Affiliated Member of the FIM, an FMN must submit to the ADM, at such times as directed by the BD, a statement of compliance. Such statement will be in such form and requiring such information as is regularly prescribed by the BD but may include the following:



- a) Any changes made to the FMN's Statutes and By-Laws;
- b) A summary of its past year's activities;
- c) A list of the members of its managing council (if changed);
- d) The annual membership fee;
- e) A copy of its most recent set of financial statements established every year;
- f) A statement which demonstrates:
  - the level of activity within its FMN in that year, and
  - that it continues to be in compliance with FMN membership criteria.

<sup>7</sup> With a view to possible admission effective on 1 January of the following year, a complete application must in all cases be submitted to the ADM by 30 June of the current year at the latest. Unless this deadline and this condition (complete application) are respected, the candidate's application will not be taken into account by the ADM and the BD before the following year, unless the BD decides otherwise.

<sup>8</sup> No application for affiliation of a candidate will be submitted to the GA for approval as long as the FMN of the country of the candidate is not subject to an exclusion procedure within the meaning of Article 11.1.5.3 of the FIM Statutes.

## **2) Procedure for the consideration of Associated Members**

<sup>1</sup> To be considered for Associated Membership, an applicant organisation must send to the ADM an application together with:

- a) Two copies of its own statutes and By-Laws which must demonstrate that it is an incorporated entity or otherwise recognised by the law of its country;
- b) A summary of its past and present activities;
- c) A list of the members of its managing or governing body;
- d) A letter from the FMN in its country, certifying recognition by that FMN of the applicant organisation and providing information on the members of its management body;

- e) A letter of intent to pay the admission fee and the annual membership fee;
- f) A statement in which it agrees:
  - to comply and to enforce compliance by its members and licence holders, with the FIM Statutes, FIM By-Laws and decisions (as regularly amended even after admission as a member);
  - to commit to the FIM mission, vision and values and ensure its operations are compatible with the FIM mission, vision and values;
  - to respect these rules in all relations with third parties and in particular contracts signed by it; and
  - not to derogate from these rules except with the agreement of the BD.
- g) A copy of its most recent set of financial statements;
- h) Written evidence that it:
  - is national in scope if a motorcycling touring organisation;
  - is international in scope if an international non-government organisation, and
  - is a credible and respected advocate of motorcycle users with public authorities and media in its country.

<sup>2</sup> All the above documents must be written in one of the official languages.

<sup>3</sup> All applications for Associated Membership shall be considered by the BD. Where the applicant is merely a national organisation the approval of the relevant FMN is required. The BD may make any other inquiry it deems necessary to establish whether the applicant organisation meets the requirements for FIM Associated Membership. The BD will then determine to approve or reject an application.

<sup>4</sup> The BD may reject any application if it is of the opinion that the applicant organisation does not meet the requirements for FIM Associated Membership.

<sup>5</sup> Affiliation of an Associated Member shall be effective on 1 January of the year following its acceptance by the BD, but only after it has paid the admission fee and the annual membership dues.

### **3) Associated Members - Admission fees and membership dues**

<sup>1</sup> To become an Associated Member of the FIM, an applicant organisation must pay an admission fee, the amount of which shall be set by the BD.

<sup>2</sup> All Associated Members shall pay the FIM annual membership dues decided by the GA on a proposal from the BD. Annual membership dues are payable on 1 January of the year for which they are due.

<sup>3</sup> The admission fee is payable at the same time as the payment of the first annual membership dues.

### **4) Associated Members - Loss of membership**

<sup>1</sup> The resignation of an Associated Member shall be accepted and effective as of the end of the calendar year, if it is notified to the FIM by registered letter with three months' notice.

<sup>2</sup> Non-payment of membership dues and/or FIM service charges by the required date shall lead to immediate suspension of FIM membership and the temporary loss of all rights and obligations arising there from until full settlement of the outstanding amount has been received.

<sup>3</sup> An Associated Member may be expelled by resolution of the BD:

- a) If it either fails in its duty as a member, or if it does not represent the interests of motorcycling in its own country or otherwise efficiently, or
- b) If it fails to pay its debts to the FIM within a maximum period of two years after receiving a demand for payment by registered letter.

<sup>4</sup> Any proposal to expel an Associated Member shall be examined first by the BD which, after having heard the Associated Member concerned, may:

- a) Make local inquiries in the country of the Associated Member concerned and particularly of the relevant FMN;
- b) Make further inquiries about the documents at its disposal;
- c) Resolve to expel the Associated Member if it is of the opinion that the latter does not meet the requirements for FIM membership.

<sup>5</sup> Dissolution of an Associated Member will automatically result in the loss of all its membership rights, whatever the cause of the dissolution.

### **5) Associated Members - Effects of loss of membership**

<sup>1</sup> Associated Members that have resigned or that have been expelled or dissolved lose their membership status.

<sup>2</sup> Loss of membership during the calendar year does not release an Associated Member from any commitments it may have towards the FIM until the end of the calendar year, nor from the full payment of the membership dues for the year in question. Loss of membership does not confer any rights to the assets of the FIM.

## **III. ORGANISATION OF THE GENERAL ASSEMBLY (GA)**

<sup>1</sup> The GA shall take place, generally during the second half of the month of November.

<sup>2</sup> The GA shall, in principle be held every year in a different country at the invitation of an FMN.

<sup>3</sup> The GA shall be held over a period of 1-3 days. The programme of the GA is drawn up by the BD on the basis of Art. V. of these By-Laws, giving due consideration to the customs of the country which is hosting the GA.

#### **IV. PROGRAMME OF MEETINGS AT THE GA**

The programme of the GA shall be as follows:

1) Meetings of the GA will:

- Approve the annual report of the FIM as presented by the BD;
- Approve the balance sheet of the previous year;
- Study all proposals appearing in the minutes of the relevant meetings, urgent proposals from the Commissions as well as Any proposals received from FMNs;
- Ratify the calendar of FIM Championships and Prize Events for the following year;
- Approve, on a recommendation from the BD, the dates and venue for the GA of the following year;
- At the GA hold elections whenever necessary.

2) Meetings of the BD will:

- Be held in accordance with the BD's Terms of Reference;
- Deal with questions of general policy;
- Prepare the budget for the following year;
- Make all necessary appointments;
- Study any urgent proposals from the Directors of the Commissions;
- Consider, where appropriate, questions of general policy which may have an impact on the Commissions;
- Fix the dates of meetings for the following year;
- Study the written reports of the CEO, Executive Directors and Commission Directors.

## V. GA ORGANISATION

<sup>1</sup> The responsibility of organising a GA shall be shared by the host FMN and the FIM.

<sup>2</sup> The ADM shall be responsible for, and bear the expenses of:

- 1) Providing the interpreters for the official and working languages;
- 2) Preparing and sending out prior to the GA all the documentation required for the GA meetings;
- 3) Preparing and sending out during the GA all the documentation, press releases, etc. required;
- 4) If a ceremony is to be held, supplying the medals, diplomas, etc., for the awarding of prizes, and sending out invitations.

<sup>3</sup> The host FMN shall provide at its own expense:

- 1) Additional staff as may be required for the GA secretariat so as to be able to cover the proceedings in the two official languages of the FIM;
- 2) All the office equipment, including photocopying machines and computers, needed by the GA secretariat;
- 3) A conference room which is large enough to accommodate the GA and is equipped with simultaneous interpretation facilities;
- 4) Rooms for the meetings as for any other scheduled meeting equipped, if necessary, with simultaneous interpretation facilities;
- 5) An office for the GA secretariat;
- 6) A suite for the President of the FIM;
- 7) An office for the CEO of the FIM.

<sup>4</sup> The host FMN may organise a special social programme during the GA provided that it fits in with the schedule of meetings.

<sup>5</sup> During a GA, the host FMN shall deal with all matters concerning visas, appropriate letters of invitation and documentation and the accommodation of the FMN delegations, but the latter shall bear their own costs. Six months before the date set for the GA, the host FMN shall make available to the FMNs and interested parties all useful information regarding the venue of the meetings, details about the hotels, etc. Three months before the beginning of the GA, the FMNs and the FIM delegates must inform the host FMN of their hotel accommodation requirements. A copy of this correspondence shall be sent to the ADM. Two months before the beginning of the GA, the host FMN shall send to the FMNs and FIM delegates a confirmation of the hotel bookings.

## **VI. PROCEDURE DURING A GA**

During a GA, the following procedure shall apply:

- a) In order to simplify the discussions, members may appoint a spokesperson to present their views on the different issues;
- b) As a rule, the GA can only be attended by members and delegates. However, the President of the FIM may, with the prior approval of the BD, grant access to the GA to representatives of the press or other information media or to persons who are particularly interested in a specific question;
- c) All members or bodies who submit a proposal must have the possibility of presenting it to the GA;
- d) Independent tellers shall be appointed prior to any vote by secret ballot. The meeting shall not be adjourned before the results of the vote have been announced.

## **VII. PROCEDURE APPLICABLE TO ORDINARY MEETINGS**

<sup>1</sup> The following procedure is drawn up in order to facilitate the organisation of meetings of all the FIM bodies.

<sup>2</sup> A meeting shall be deemed to have started after the President or Director of the body concerned or his substitute has declared the meeting open. It shall be deemed closed after the President or Director or his substitute has declared the meeting closed or if he leaves without asking to be replaced.

- 3 The following procedure shall apply:
- a) The authority of the President or Director shall be respected by all persons present and the President or Director may request any person whose behaviour is judged to be improper to leave the room;
  - b) The President or Director shall give the floor to anyone who requests it. He may exercise discretion in determining whether to impose a time limit on individual speakers;
  - c) Meetings shall be conducted either in the official languages or in the working language specified for the meeting in question. All items on the Agenda must be discussed. However, delegates who do not speak one of the official languages may express themselves through personal interpreters or, if it is a closed session or a meeting of the BD, through FIM approved interpreters;
  - d) If there is no simultaneous interpretation, sufficient time must be provided for consecutive interpretation;
  - e) Whenever necessary, the President or Director may impose a time limit for the discussion of items on the Agenda. In such cases, after the time allotted has elapsed, the President or Director shall put an end to the discussion;
  - f) Voting shall be by secret ballot if so requested by a voting member. If this is not the case, voting shall be by a show of hands or by roll call. This provision under f) does not apply to the GA for which specific provisions are laid down in this regard (see in particular Article 12.1.8 para. 1 of the Statutes);
  - g) It is the duty of every member to draw the attention of the President or Director immediately to any infringement of the rules laid down in the Statutes or these By-Laws;
  - h) All decisions taken by the bodies of the FIM represent the opinion of the FIM. Therefore, all members of the bodies of the FIM, including those who are outvoted on a decision, shall be duty-bound to support and defend the opinion of the majority of the members and shall refrain from criticising it (principle of solidarity).



## **VIII. EXTRAORDINARY MEETINGS**

<sup>1</sup> Extraordinary meetings of the BD may be held in an emergency or at the request of the EB. In such cases, the financial arrangements must be approved by the EB. Such meetings shall be subject to the same procedure as apply to ordinary meetings, only the deadline for convening and sending out the documents shall not apply. Furthermore, the only subjects that may be discussed are those which prompted the extraordinary meeting to be convened.

<sup>2</sup> The request for an extraordinary meeting shall be sent together with supporting arguments in writing to the CEO who shall set a date within 30 days of the date the request was dispatched.

## **IX. DOCUMENTS TO ACCOMPANY AGENDAS**

All documents relating to a question to be discussed by one of the FIM bodies must be written in one of the official languages of the FIM and sent to the ADM by the deadline fixed in the Statutes. The ADM shall be responsible for their translation into the other official language.

## **X. THE BOARD OF DIRECTORS (BD)**

### **1) Procedure applicable to candidatures for all elective positions (President, elected BD members and Internal Auditors)**

<sup>1</sup> Sixty days before the date of the GA the ADM shall advise FMNs of all vacant elective positions.

<sup>2</sup> Each FMN may present only one candidate for each vacant elective position. In the case of election of members of the Board of Directors, each FMN may present only one candidate irrespective of the number of vacant elective positions.

<sup>3</sup> Candidatures must be sent by registered letter, facsimile or electronic message signed by and/or emanating from the President or the secretary general of the FMN. The list of candidates shall be closed 30 days prior to the beginning of the GA.

<sup>4</sup> The list of candidates shall be sent to the FMNs shortly after this closing date.

<sup>5</sup> Each application will be examined by the FIM Ethical Chamber. The composition of the FIM Ethical Chamber and the scope of its missions in the context of the examination of candidatures are provided for in the FIM Code of Ethics.

## **2) Procedure applicable to elections**

<sup>1</sup> Independent tellers shall be appointed by the GA to supervise the running of the elections and to count the ballot papers.

<sup>2</sup> In all elections voting shall take place by secret ballot.

<sup>3</sup> Ballot papers shall only be deemed valid if they do not contain more names than there are positions to be filled, nor any names other than those of the official candidates.

<sup>4</sup> Blank or void ballot papers or any other form of abstention shall not be taken into account when counting the total number of votes cast.

<sup>5</sup> To be elected President of the FIM, an absolute majority of the votes cast (50% of the votes cast + 1 vote, rounded up to the next highest whole number) must be obtained.

Single candidate for the Presidential election: when a single candidate is standing for the FIM Presidency, the nominal vote cannot be applied. In this specific case, each voting delegate shall have the choice to vote yes/no or blank. If the position of President has not been filled after the first round of voting, there shall be no second round of voting. A new Presidential election shall be held within the six following months. During this period, the Deputy President of the FIM shall be the acting FIM President. Should the Deputy President be unable to fulfil this role, the Vice-President shall be the acting FIM President.

Two or more candidates in the Presidential election: if there are two or more candidates, the nominal vote shall apply. Each voting delegate shall indicate the name of the candidate for whom they wish to vote. If the position of President has not been filled in the first round, the two candidates with the highest number of votes will take part in the second round.

<sup>6</sup> To be elected as a member of the BD or as an Internal Auditor, an absolute majority of the votes cast must be obtained on the first ballot (50% of the votes cast + 1 vote, the number obtained being rounded up to the next whole number). On the second ballot, a majority of equal or greater than 40 % of the votes cast shall suffice. Candidates for whom the most votes are cast shall be elected.

In the case of a single candidate per vacant position(s) as a member of the BD or as an Internal Auditor, the nominal vote cannot be applied. In this specific case, each voting delegate shall have the choice to vote yes/no or blank.

In the case of multiple candidates per vacant position(s) as a member of the BD or as an Internal Auditor, the nominal vote shall apply. Each voting delegate shall indicate the name of the candidate for whom they wish to vote.

<sup>7</sup> Subject to By-Law X.2)<sup>9</sup> in the event of a tied vote, the longest serving candidate in the office applied for shall be elected or if there is no such candidate then the longest serving candidate in another FIM office shall be elected.

<sup>8</sup> If the number of remaining candidates is higher than the number of vacant position(s) after the previous round, the number of candidates participating in the next round shall be determined according to the highest number of votes they have obtained and shall be equal to the number of vacant position(s) plus one.

If the number of candidates is equal or less than the vacant positions after the previous round, all candidates shall take part in the next round.

<sup>9</sup> Unless there are two new candidates for an office, there shall be no third round of voting and the remaining position(s) shall remain vacant. Where there are two new candidates for an office and voting is still tied after two ballots, a third round of voting will be carried out.

<sup>10</sup> Any position which fell vacant before a period of office has ended or which remained vacant from a previous election shall be filled at the following GA for the remainder of the period of office.

However, posts with different duration of office are allocated in descending order of votes received.

### **3) BD Meetings**

<sup>1</sup> The BD shall meet whenever necessary but not less than quarterly each year. It is convened by the President. However, at the request of not less than one third of its members, it must be convened by the CEO within twenty days of the request. If the President so decides, the BD may hold its meetings in the form of telephone or video conferences or arrange for a decision to be made by alternative means.

<sup>2</sup> As a rule, the BD meets in closed session. However, when the subject under discussion directly concerns an FMN, a delegate of the FIM or an Associated Member, the BD may allow the relevant party to attend or to send a representative in order to present its case. Third parties may also be invited by the BD to attend the meetings whenever this may be required.

<sup>3</sup> The President draws up the agenda. Each member of the BD is entitled to propose agenda items, on the condition that they are transmitted to the ADM before the mailing of the agenda to the members of the BD.

<sup>4</sup> The attendance or otherwise of the Directors of Commissions will be decided by the CEO depending upon the agenda of the relevant meeting. Internal Auditors shall attend and take part in all ordinary meetings of the BD and may be invited to take part in extraordinary meetings. The Directors of Commissions and Internal Auditors do not have the right to vote at BD meetings. The Directors of Commissions may speak and debate at meetings only with the leave of the chair of the relevant meeting.

<sup>5</sup> All members of the BD must be accessible by email and must commit to meetings and timely responses.

#### **4) Decisions**

All members of the BD excluding the CEO have one vote on any decision. A decision shall only be considered valid if it is accepted by the majority of the voting members of the BD present. In case of a tie, the President shall have the deciding vote.

#### **5) Signature**

Signature rights shall be decided by the BD.

#### **6) Chair of the BD**

Meetings of the BD shall be chaired by the President of the FIM, the Deputy President or the remaining Vice-President.

#### **7) Quorum of and voting in meetings of the BD**

The BD shall have a quorum when half plus one of its voting members are present. This shall include the President or, in his absence, the Deputy-President or the Vice-President.

## **XI. THE CONTINENTAL UNIONS (CONUs)**

### **1) Rights and obligations of a CONU**

<sup>1</sup> In accordance with the FIM Statutes, the CONU applies itself to fulfil within its attributions the rights and obligations delegated by the FIM to a CONU, in particular to:

- a) Exercise the sporting authority of the FIM over the Continental Championships;
- b) Derive income from the rights to the official titles of the Continental Championships that are organised under its authority in all motorcycling disciplines;
- c) Be the sole holder of television and radio broadcasting rights, video cassettes, sponsorship, marketing, advertising, merchandising, promotion, licensing and any other commercial rights from the Continental Championships that are organised under its authority in all motorcycling disciplines;
- d) Exercise any other right that may be conferred on it by a decision of the BD or by the GA of the FIM. Such a decision shall spell out in detail the manner in which such a right shall be exercised and in particular the duration for which the right has been granted.

<sup>2</sup> A CONU has the right to exercise the rights delegated by the FIM as long as it is recognised by the FIM.

<sup>3</sup> The FIM may withdraw recognition from a CONU that does not fulfil its obligations according to the FIM Statutes and By-Laws.

<sup>4</sup> The FIM may interrupt the administrative services provided by the FIM and/or cancel and require reimbursement of up to the three last amounts paid by the FIM in relation with any Administrative Subsidies and/or the Fund for the Promotion of Motorcyclists' Activities as set out in Article 5 of the Financial Regulations and/or may withdraw recognition (ultima ratio) from a CONU that does not fulfil its obligations according to the FIM Statutes and By-Laws.

<sup>5</sup> The CONUs may co-operate with each other and in particular they may, subject to prior approval of the BD, combine their Continental Championships.

## 2) Duties and roles of a CONU

The duties and roles of a CONU are laid down in the role document developed and prescribed from time to time by the BD and consist in particular to:

- a) Act as the “local” representative of the FIM, and to be accountable to the FIM whilst furthering the goals of the FIM, across the continent;
- b) Forge co-operation among the FMNs on the same continent;
- c) Encourage and open up new perspectives for motorcycle sports, tourism, touring, road safety and mobility at the continental level;
- d) Promote motorcycling among young people, both as a sport and as the practice of motorcycling in general;
- e) Build capacity, and contribute to the economic development, of its members at the continental level;
- f) Encourage the creation of new FMNs, as future members of their respective CONU and the FIM;
- g) Conduct at least one Continental Championship in at least one discipline in each year, subject to the prior approval of the FIM;
- h) Co-operate with the FIM in all matters relating to the organisation of international events and motorcycling in general;
- i) Provide the FIM, on request, with detailed reports and information on its activities;
- j) **Before submission to its own GA, submit to the FIM Administration any amendment proposal to its statutes for prior approval by the BD. As long as any amendment proposal to the CONU statutes has not been approved by the BD, it will not be applicable;**
- k) Develop and implement a CONU strategic plan which is fully aligned with the FIM Strategic Plan;
- l) Subject always to the FIM Statutes and these By-Laws, develop CONU branding in conjunction with the BD as part of the development and implementation of a consistent FIM Marketing and Communication Plan.

## **XII. THE COMMISSIONS**

### **1) Commission Terms of Reference**

<sup>1</sup> The Terms of Reference for each Commission will be prepared by the relevant Commission and the CEO in collaboration with the ADM in order to be recommended to the BD for approval and will include:

- a) The composition of the Commission including the Director of the Commission;
- b) Its level of authority including authority to make and implement decisions;
- c) The required knowledge and expertise required for each position on a Commission;
- d) The procedure and conditions applicable to candidatures and the terms of appointment for each position on a Commission, for example whether a position is salaried or not;
- e) Its ongoing activities and operation including number of meetings and reporting obligations which will generally be to the CEO;
- f) Its key performance indicators and how it will be measured against those indicators;
- g) Whether the Commission can appoint or co-opt expert members to the Commission, and if so on what terms.

<sup>2</sup> The BD may on the recommendation of the CEO appoint the Director of a Commission first and then consult with that person in respect to the composition of the Commission.

<sup>3</sup> Notwithstanding any other FIM rule appointment of persons to Commissions must be based on the skills and expertise and which will be set out in the relevant Commission's Terms of Reference.

### **2) Procedure and conditions applicable to candidatures and to the appointment of Commission members**

<sup>1</sup> At the end of May in the relevant year, the ADM shall advise the FMNs of all appointed positions that are due to become vacant.

<sup>2</sup> Candidatures must be sent by the FMNs by registered letter, facsimile or electronic message signed by and/or emanating from the President or the secretary general of the relevant FMN and reach the ADM by 30 September at the latest.

<sup>3</sup> All candidates must be put forward by the FMN of which they are members or by the Director of the Commission. Where a candidate is proposed by the Director of a Commission, the candidate's FMN must approve that candidature by confirming, inter alia, the candidate's suitability for appointment. The Director and members of Commissions will be appointed by the BD after having heard the opinion of the CEO. The CEO and, as appropriate, the Director of the Commission have the possibility to give their opinion before the BD takes a decision. Unless an exemption is granted by the BD, a member of a Commission cannot apply for a position as a member of another Commission.

<sup>4</sup> Candidates serving for the first time in a Sporting Commission must hold an FIM licence as clerk of the course, referee or sporting steward (of the discipline concerned); technical members must hold an FIM technical steward's licence. Candidates serving for the first time in the non-Sporting Commissions must hold an FIM licence in their domain (if existing). Candidates must also be email literate and readily accessible and must be functional in English or in French or must have their own interpreters. Other languages are an asset.

<sup>5</sup> Persons nominating to be considered for appointment to a Commission must sign a conflict of interest agreement in such form as prescribed by the BD or notify the FIM in writing of any direct or indirect link, interest or other relationship with an industry or business involved with motorcycling. This includes any relationship with any sponsor, industry promoter or other commercial interest. Failure to do so shall render that person ineligible for appointment to a Commission. Any conflict of interest declared by a candidate must be examined by the BD, which will decide, after giving the candidate concerned the opportunity to communicate his observations in writing and/or orally if he so wishes, whether that candidate is eligible for appointment to a Commission. Owners of teams, partners or associates in teams in FIM sporting events are not eligible as candidates.

<sup>6</sup> All persons appointed to a Commission must declare any new potential conflict of interest for examination by the BD (i.e. change of position/situation) during his term of office.



<sup>7</sup> Any vacancy arising during the course of the office will be filled at the next BD meeting.

### **3) The Commissions**

The Commissions are as follows.

- a) The Commission of Circuit Racing (CCR);
- b) The Motocross Commission (CMS);
- c) The Trial Commission (CTR);
- d) The Enduro Commission (CEN);
- e) The Cross Country Commission (CTT);
- f) The Track Racing Commission (CCP);
- g) The Touring and Leisure Commission (CTL);
- h) The Commission for Mobility (CPM);
- i) The International Sustainability Commission (CID);
- j) The Women's Commission (CFM);
- k) The International Medical Commission (CMI);
- l) The International Technical Commission (CTI);
- m) The E-Bike Commission (CEB);
- n) **The Classic Motorcycles Commission (CMC).**

## **XIII. COMMISSION PROCEDURAL MATTERS**

### **1) Directors of the Commissions**

<sup>1</sup> The Directors of the Commissions are responsible for the smooth and efficient operation of their Commissions and for the completion of the tasks they have been assigned. Each Director of a Commission must ensure that the Commission operates in accordance with the Commission's Terms of Reference.

<sup>2</sup> In emergencies, the Directors of Commissions may give their interpretation of a rule in an area over which they have jurisdiction. In such cases, they shall inform, through the ADM the BD, the members of the Commission concerned and the FMNs accordingly.

<sup>3</sup> Directors of Commissions may attend meetings relating to their respective Commission, but without the right to vote. As regards their presence and their rights at the other meetings of the FIM bodies which do not fall within the scope of their Commission, the Directors of Commissions must obtain prior consent of the CEO.

<sup>4</sup> Directors of Commissions may represent the FIM at events counting for FIM Championships and Prizes.

## **2) Members of Commissions**

Members of the various Commissions may be designated as members of the Commission Bureau, of the Officials Pool, Race Directors Pool, Event Management Committee, International Jury/Race Direction and or be assigned to roles such as seminar instructors and FIM Stewards at events counting for FIM Championships and Prizes.

## **3) Secretariats of Commissions**

The CEO shall hire the staff required for producing the minutes of the meetings of the FIM Commissions and co-ordinating the activities of the Commissions.

## **4) Meetings of the Commissions**

<sup>1</sup> The Commissions, Bureau and/or working groups within a Commission shall meet regularly according to their respective Terms of Reference. The timing and venue for such meetings will be determined by the relevant Commission Director subject to the approval of the CEO taking into account practical, economic and motorcycling calendar considerations.

<sup>2</sup> Commission meetings where convened will:

- Study proposals that have been put to them and will finalise a position with a view to submitting it to the BD;
- For the relevant Commissions, fix the calendar for the FIM World Championships and Prize Events for the following year;
- Consider any comments raised by the BD concerning the proposals made during any relevant meetings, as well as any new proposals that have been put to them, and to finalise a position with a view to submitting it in writing to the BD.

No subject may be discussed by the Commission Bureau unless it has been placed on the agenda in advance and the full documentation made available to the members of the Commission Bureau concerned. However, urgent issues may be discussed if a majority of the members of the Commission Bureau concerned agree.

<sup>3</sup> The meetings of the Commission Bureau must be convened in accordance with the procedures laid down in the Statutes, these By-Laws or the Commission Bureau Terms of Reference. The Commission Bureau Terms of Reference are established by the relevant Commission and must inter alia specify the composition, the role and the competence of the Bureau. The removal of the Bureau by the relevant Commission must also be provided for in the Bureau Terms of Reference.

<sup>4</sup> The meetings of the Commission Bureau must be chaired by their Director or substitute.

<sup>5</sup> All members of a Commission Bureau have the right to vote at meetings of those bodies. Whenever a vote is taken, each person present and entitled to vote shall be entitled to one vote. Voting by proxy is not permitted.

<sup>6</sup> Unless otherwise set out in a Commission Bureau's Terms of Reference:

- A quorum for a meeting of a Commission Bureau is half the voting members plus one must be present, and
- To be valid, decisions of a Commission Bureau must be accepted by the majority of the voting members of the Commission Bureau present. In case of a tie the vote is determined by the casting vote of the Commission director.

The voting members of a Commission Bureau will be set out in that Commission Bureau's Terms of Reference.

<sup>7</sup> Directors may decide to hold an open or a closed Bureau meeting after listening to the views of the members of their Commission. Only appointed Bureau members of the Commission, members of the BD including but not only Presidents of the CONUs, the Chief Executive Officer, the Deputy Chief Executive Officer, the Sports Director and the Operations Director for non-sporting Commissions may attend closed meetings. However, if the majority of the Commission Bureau agrees, the representative of an FMN or a CONU may attend a closed meeting if they do not have a member in that Commission Bureau, and if the agenda includes an item that directly concerns them.

<sup>8</sup> A person who is not a member of a Commission but who is allowed to attend a meeting may only speak if he has permission from the Director to do so.

<sup>9</sup> The costs of attending the meetings of the Commissions, Commissions' Bureaux and their respective groups shall be borne by the members or their respective FMNs (with the exception of those of the Director to be borne by the FIM).

#### **XIV. FIM EDUCATION AND TRAINING**

##### **1) Continuing education**

###### **a) Continuing education objectives**

The objective of the FIM continuing education aims at:

- supporting the development of the FIM's members;
- enhancing their skills and know-how;
- sharing knowledge efficiently;
- identifying new skills to be acquired;

by implementing adapted and efficient training programs.

These continuing education activities aim at increasing the FIM's talent pool and ensures its sustainability through training and transmission of know-how. It will contribute to better reactivity and adaptability of the FIM, its bodies and members.

###### **b) Training of FIM Affiliated Members and FIM Licensees**

The FIM Administration will identify together with the persons concerned (commissions, FMNs, CONUs etc.) the training needs of their members, aligned with the FIM strategic objectives, and will propose adapted training activities. Training activities can be carried out in different formats: at the FIM (internally), outside the FIM with an education partner (externally), online (e-learning) or on the field (briefings etc.). FIM Members will reinforce or develop new skills and knowledge and increase their professionalism and expertise.

c) Training of FIM Staff

The FIM Administration will identify together with the persons concerned (HR Manager, Managers, commissions, etc.) the training needs of its staff aligned with the FIM Administration's objectives and will propose adapted training activities. Training activities can be carried out in different formats: at the FIM (Internally), outside the FIM with an education partner (externally), online (e-learning) or on the field (role play etc.). The FIM Staff will reinforce or develop new skills and knowledge and increase their professionalism and expertise.

2) **FIM Seminars**

a) Definition of a FIM Seminar

A FIM seminar is an advanced educational program where participants learn about specific actions and behaviours in relation with their duties as officials on the field.

The seminar can contain online parts with self-learning modules and face-to-face sessions, or on-line classes, given by a FIM instructor. Knowledge of the participants can be tested at the end of the seminar.

b) Objectives of a FIM Seminar

The goal of a FIM seminar is to train experienced national qualified officials, able to communicate in English and/or French, for the sporting, technical, medical or **sustainability** requirements of the organisation of FIM World Championship Events or Prizes or FIM Touristic Gatherings.

The learning objectives of each seminar are determined by the relevant commissions and by the FIM Academy. These objectives are defined in the FIM Seminar Guidelines available on the relevant section of each seminar on the FIM website and can be updated regularly.

- c) Roles and duties of the instructors, the FMNR, the participants and the FMNs of the participants

A set of guidelines for the FIM Seminars are available on the FIM website in the document “FIM Seminar Guidelines”. This document defines:

- the roles, obligations (check-list, results management, contents, and participants’ management), training and profile of the FIM instructors;
- the mandatory material to be provided by the FMNR and its role in the management of the participants and the organisation of the seminar;
- the roles and duties of the participants and their FMN.

### **3) FIM Training camps**

To raise the technical and sporting level of young riders and stimulating their participation in national and international championships, the FIM shall support the organisation of training camps. Guidelines for the FIM training camps are defined in the art. 10.1.3 of the FIM Sporting Code.

## **XV. MISCELLANEOUS PROCEDURAL MATTERS**

### **1) EB procedures**

<sup>1</sup> All members of the EB (other than the CEO) have the right to vote at meetings of that body. Whenever a vote is taken, each person present and entitled to vote shall be entitled to one vote. Voting by proxy is not permitted.

<sup>2</sup> The quorum for a meeting of the EB is at least three members. To be valid, decisions of the EB must be accepted by the majority of the voting members of the EB present. So if 4 members of the EB are present a decision must be accepted by 3 voting members. If 3 members are present a decision must be accepted by 2 members. In the case of a tie, the President shall have the casting vote.

## 2) **Motions of censure**

The procedure for motions of censure is as follows:

- a) A motion of censure may be requested by an FMN or the BD. The request, with supporting arguments, must reach the ADM at least 60 days before the date fixed for the beginning of the GA;

The Chief Executive Officer shall include the proposed motion of censure together with the supporting arguments on the Agenda of the GA;

- b) A proposal for a motion of censure may also be tabled during the GA if a statement of reasons is submitted and signed by the voting delegates of at least one quarter of all FMNs. The statement of reasons must be distributed to all delegates;
- c) The members of the body which is the subject of the motion of censure have the right to defend themselves or to have themselves represented;
- d) If the proposal for a motion of censure is maintained, it shall be put to a secret vote;
- e) For a motion of censure to be accepted, it must be supported by a majority of two-thirds of the votes cast;
- f) Once a motion of censure has been carried, the dismissed body will continue to handle only day-to-day matters until the new body has been set up. Where necessary, the GA shall take any measures that may be required.

## 3) **Removal from office of persons elected by the GA**

The procedure for removal from office is as follows:

- a) Any FMN or the BD may ask that a person on a body be removed from office. The proposal must be accompanied by supporting arguments and must reach the ADM at least 60 days before the date fixed for the beginning of the GA;

The Chief Executive Officer shall include this proposal together with the statement of reasons on the Agenda of the GA;

- b) The person who is the subject of the proposal, or the person's representative, must have the opportunity to communicate observations in writing and/or orally to the GA if the person so wishes;

- c) If the proposal to remove a person from office is maintained, the matter shall be put to a secret vote;
- d) The proposal is accepted by the GA if a majority of two-thirds of the votes cast is obtained;
- e) As soon as the proposal is accepted, the person concerned shall leave office immediately.

#### **4) Loss of status as FIM appointed person**

<sup>1</sup> Any appointed person of the FIM may lose that status if so decided by the BD during a secret vote of the BD or if his FMN notifies the ADM accordingly and provides supporting arguments. The person who is the subject of the loss of status, or the person's representative, must have the opportunity to communicate observations in writing and/or orally to the BD if the person so wishes.

### **XVI. PRIZE-GIVING CEREMONY FOR WORLD CHAMPIONS**

- <sup>1</sup> Each year, a prize-giving ceremony for World Champions shall take place at a date and place decided by the BD in agreement with the host FMN.
- <sup>2</sup> Attendance is restricted to the World Champions (solo and sidecars) and invited persons, as decided by the BD.
- <sup>3</sup> The prize-giving ceremony may also be held at the GA.

### **XVII. PROTOCOL AT OFFICIAL CEREMONIES**

- <sup>1</sup> At official ceremonies of the FIM or at ceremonies where the FIM is officially represented, the order of precedence shall be as follows:
  - The President of the FIM;
  - The Deputy President of the FIM;
  - The Vice-President of the FIM;
  - The Members of the BD;
  - The Chief Executive Officer of the FIM;
  - The Directors of Commissions.
- <sup>2</sup> All matters of protocol including for FIM World Championships and Prizes Events, shall be the responsibility of the Chief Executive Officer.



## **XVIII. THE FIM DISTINCTIONS AND FIM TROPHIES**

### **1) FIM Distinctions**

In recognition of services rendered to international motorcycling, the FIM has created the following motorcycling distinctions:

#### **A. The Nicolas Rodil del Valle Medal**

This is the highest honour that the FIM can bestow upon individuals who have been active internationally in the practice, promotion or development of motorcycling.

#### **B. The Motorcycling Merit Plaque**

This is awarded to corporate entities for excellence in the field of motorcycling.

#### **C. The Motorcycling Merit Diploma**

This is awarded to FMNs, individuals and other corporate entities for services rendered to motorcycling.

### **2) FIM Trophies**

The FIM Trophies recognise and celebrate those who have significantly contributed to the development and promotion of the beyond-sport activities related to different motorcycling fields which are listed and detailed in the FIM Awards & Recognition Guidelines.

## **XIX. CONDITIONS GOVERNING FIM DISTINCTIONS & TROPHIES**

Distinctions & Trophies may be awarded each year based on the procedures and conditions published in the FIM Awards & Recognition Guidelines approved by the BD.

## **XX. THE FIM AWARDS AND RECOGNITION COMMITTEE**

The Awards and Recognition Committee composed of BD members among others and in conformity with the Terms of Reference, shall be entrusted with the task of rewarding the contribution inter alia of volunteers, FMNs, CONUs, riders, clubs, organisers, circuit owners, manufacturers, teams or all those who have distinguished themselves in motorcycling areas and activities, through all the FIM distinctions and recognitions listed in the FIM By-Laws and/or in the FIM Awards & Recognition Guidelines.

## **XXI. APPROVAL OF FIM DISTINCTIONS & TROPHIES**

<sup>1</sup> The proposals of the Awards Committee are examined by the BD. The BD may refuse the awarding of one or several distinctions.

<sup>2</sup> The winners of the FIM Distinctions & Trophies are selected by independent juries and the decisions are ratified by the BD.

## **XXII. PRESENTATION OF FIM DISTINCTIONS & TROPHIES**

<sup>1</sup> The presentation of FIM Distinctions shall be made at the GA unless otherwise determined by the BD.

<sup>2</sup> The presentation of FIM Trophies is detailed in the FIM Awards and Recognition Guidelines.

## **XXIII. ADOPTION AND DATE OF ENTRY INTO FORCE OF THE BY-LAWS**

These By-Laws were adopted by the GA on **6 December 2024** and came into force immediately.

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# **Financial Regulations**

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**EDITION 2025**

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Any references to the male gender in this document are made solely for the purpose of simplicity, and refer also to the female gender except when the context requires otherwise.

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**FIM FINANCIAL REGULATIONS 2025**

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## **1 General**

### **1.1 Management and financial planning**

The financial and administrative activities are mainly governed by the following management and financial planning tools:

- Long-Term Financial Plan
- Annual operating budget
- Annual investment budget
- Financial projections to 31 December of the current year, revised quarterly
- Financial statements with budgetary comparison
- Sales statistics

### **1.2 Accounting standards**

The standards of presentation of the accounts adopted by the FIM are those applicable to reserve funds. Under these standards, the required resources for the realisation of the different objectives are classified, for the needs of accounting and the drawing up of financial statements, in distinct reserve funds according to their nature and aim.

### **1.3 Management of transactions denominated in foreign currency**

The Swiss franc is the reference currency for the accounting as well as for the presentation of the financial statements.

The reference currency for all transactions between the FIM and the FMNs and/or CONUs on the one hand and the FIM and the Delegates on the other hand is the EUR.

The official tariffs of the FIM services are defined in EUR.

The transactions denominated in foreign currency are converted into Swiss francs at the daily exchange rate in force at the time of the service provided or at the time of invoicing in the case of advance invoicing.

The realised and unrealised foreign exchange differences are entered in the accounts monthly and on separate accounts, for the purpose of analysis and presentation of the financial statements.

## **1.4 Cash Management**

The cash on hand needed for the smooth running of the FIM as well as the excess cash is managed by the Administration, according to a modern cash management policy which is adapted to the needs of the FIM. This cash management policy is submitted by the Administration for the approval of the Board of Directors.

All financial commitments for the account of the FIM are governed by the principle of a collective signature of two. A rule of authority of signature and visa clearly defining the competence of each one is submitted by the Administration to the Board of Directors for approval.

## **1.5 Administration of the reserve funds**

Unless otherwise stated, the competence of the management of the whole of the reserve funds is confined to a “Committee for the Management of FIM Reserve Funds”. The rules governing the nature, the number, as well as the allocation and use of the reserve funds are set out in Chapter 6 of these current Regulations.

## **2 Financial management and planning tools**

The financial management and planning tools described below make up the main key indicators available to the Administration and the Board of Directors. These different key indicators are compatible and follow the format defined for the official presentation of the accounts and financial statements of the FIM.

### **2.1 Long-Term Financial Plan**

A Long-Term Solidarity Plan is drawn up and up-dated, in principle, each year by the Administration before the General Assembly according to the long-term financial policy guidelines decided by the Board of Directors.

### **2.2 Annual operating budget**

The annual operating budget is drawn up by the Administration, according to the long-term financial policy guidelines decided by the Board of Directors and transcribed in the Long-Term Solidarity Plan (see Chapter 2.1 above). It is submitted to the Board of Directors for approval and is an integral part, together with the annual investment budget, of the financial questions submitted to the General Assembly for approval.

The annual operating budget is accompanied by a concise explanation of all the anticipated proceeds and expenses. It will establish comparisons with the budget of the current year and the results of the preceding year.

The entire documentation is sent to the Board of Directors Members as well as to all the FMNs with the documentation of the General Assembly.

### **2.3 Annual investment budget**

The annual investment budget is drawn up by the Administration according to its immediate needs in investment goods and for the year for which the budget is drawn up. It is established according to the long-term financial policy guidelines decided by the Board of Directors and transcribed in the Long-Term Solidarity Plan (see Chapter 2.1 above). It is submitted to the Board of Directors for approval and is an integral part, together with the annual operating budget, of the financial questions submitted to the General Assembly for approval.

The entire documentation is sent in due time to the Board of Directors Members as well as to all the FMNs with the documentation of the General Assembly.

### **2.4 Quarterly financial projections at 31 December of the current year**

A quarterly financial forecast at 31 December of the current year is drawn up by the Administration according to the events known to it since the establishment of the annual budget and which could affect the anticipated result for the current year. These projections are submitted to the Board of Directors at each of its ordinary or extraordinary meetings.

### **2.5 Financial statements with budgetary comparison**

The FIM financial statements with budgetary comparisons are published and distributed quarterly by the Administration to the Executive Board Members, to the Finance Committee members as well as to the Internal Auditors. The Commission Directors receive from the Administration quarterly financial statements with budgetary comparisons for their respective Commissions. More frequent financial statements are available and can be consulted at any time at the Administration.



## **2.6 Sales statistics**

Sales statistics are edited quarterly by the Administration and may, at any time, be consulted at the Administration.

## **3 Financial responsibilities and scope of activities**

### **3.1 Commission Directors**

Commission Directors receive from the Administration a draft budget for their Commission, which is part of the overall operating budget of the FIM, after consultation with the Commission Directors.

The Administration issues quarterly financial statements to each Commission Director in order to identify the difference between the real amounts and the annual operating budget. Any deviation from the budget must be notified to the Administration as soon as the Commission Director is aware of any deviation. Nevertheless, it is also the duty of the Administration to draw the Commissions' Directors attention to any such budgetary deviation.

Furthermore, the Commissions' Directors are responsible for monitoring the accounts of their Commission, and have the necessary financial statements at their disposal in order to carry out this task.

### **3.2 Commission Coordinators**

The Commission Coordinators assume the responsibility of the co-ordination of the sporting, accounting and budgetary activities of the Commission between the Director and the Members of the Commission, on the one hand, and the FMNs, Organisers and Promoters on the other. Furthermore, the Commission Coordinators assure the link between the Commissions and all departments of the Administration.

### **3.3 Administration**

For expenses foreseen in the framework of the annual operating budget, commitments may be made by the Administration. Any foreseeable over-expenditure must be notified to the Executive Board or Board of Directors during the presentation of the quarterly financial forecasts.

For investments regularly entered in the investment budget, commitments may be made by the Administration. Any necessary investment and not planned in the investment budget must be the object of a request to the Board of Directors, or, in an emergency, to the Executive Board.

### **3.4 Board of Directors**

For certain investments or non-operating expenses that could not be foreseen in the budget, commitments may be made by the Board of Directors and taken out of the Working Fund of the Board of Directors established for this eventuality. This is available to the Board of Directors for possible commitments that were not foreseen at the time of preparation of the annual operating or investment budget. These amounts may be spent by the Board of Directors or Executive Board in case of necessity up to the amount available in the fund.

## **4 Relations with the FMNs**

### **4.1 Payment conditions**

The following payment conditions are applicable to the FMNs and the specialised associations:

- The invoice concerning the annual subscription is due on 31 March each year. The FIM membership fees include the fees allocated for membership of a CONU. Therefore, each CONU receives each year 25% of the membership fees paid by their affiliated FMNs to the FIM.
- Invoices concerning registrations in the calendar are payable within 30 days, end of month, after the date of the invoice. The date of the invoice corresponds to the last working day of the month in which the event takes place.
- Invoices concerning the dispatch of licences, as well as other services rendered not specifically mentioned above, are payable within 30 days, end of month, from the date of the invoice. The date of the invoice corresponds to the last working day of the month.
- The amounts to be paid by the FMNs and advanced by the FIM are invoiced quarterly and are payable within 30 days, end of month.

Payable 30 days, end of month, means that payment for invoices issued during each respective month must be made within 30 days of that month ending, i.e. the last day of the following month. The date of the invoice corresponds to the last working day of the month.

In order to reduce the bank charges which have to be borne by the FMNs for bank transfers to the FIM, a minimum amount for an invoice to be issued is set at EUR 150.-. The amounts to be invoiced are accumulated until such time that the above amount is reached. Should the amount never be attained during the accounting year, the invoices are nevertheless issued in the month of December.

## **4.2 Communications with the FMNs**

Any invoice or credit note made out to the account of an FMN is considered accepted by the FMN if, within a deadline of maximum 30 days from the date of the invoice, no written objection has been communicated to the FIM.

The Administration sends to each FMN a statement of account made up at 31 March, 30 June, 30 September and 31 December respectively of each year. The statement of account as at 31 December must be checked and returned to the Administration, duly signed as approval, according to the instructions transmitted by the Administration.

After the second reminder, an FMN that has not returned confirmation of the statement of account as at 31 December implicitly accepts the statement and shall, in principle, lose its right to any objection. If one or several invoices appearing on the statement of account of an FMN has to be contested by an FMN not having replied to the request of the FIM to confirm the balance of the account as at 31 December of the year in question, the FIM, in principle, has no obligation to reconsider the matter and the FMN shall thus lose its right to the afore-mentioned objection. Consequently, it is imperative and in the interest of each FMN that the balance of the account is accepted and certified accurate at least once a year, that is, at 31 December.

## **4.3 Payment arrears**

- Any delay of more than 90 days for the annual subscription or more than 90 days and over EUR 1'000.- as regards the balance not including the annual subscription automatically entails for the FMN concerned the suspension of the right to all FIM services until the complete settlement of the outstanding debt, according to Article 11.1.5.2 of the Statutes.
- Any invoice outstanding for more than 90 days at the end of the month preceding the GA entails automatically, the suspension of the right to all FIM services as well as the loss of the right to vote at the General Assembly, according to Article 12.1.2<sup>4</sup> of the Statutes.

- The Board of Directors may submit to the General Assembly the exclusion of an FMN whose statement of account at the end of the month preceding the GA shows outstanding invoices that have remained unsettled for more than 720 days.
- No grants or contribution are granted to an FMN with payment arrears.
- The Administration may, if it considers it appropriate, demand advance payment for its services to certain FMNs that have, in the past, had significant payment arrears.

#### **4.4 Tariffs and request for FIM services**

The tariffs of FIM services are fixed in EUR, proposed by the Board of Directors, ratified by the General Assembly and published by the Administration by means of circular letters. In order to reduce the risk of error and possible subsequent protests, only requests reaching the Administration by means of the on-line ordering system provided to this effect are taken into consideration.

FIM services can also be suspended, upon decision from the Board of Directors or FIM Executive Board, in case of non-respect of guidelines or requests of an administrative nature. The FIM services are restored once the FMN concerned has resolved the dispute with the FIM.

### **5 Grants and Contributions**

#### **5.1 Objectives of the FIM grants' and contributions' system**

The FIM grants' and contributions' system must meet the following criteria:

- Be as fair as possible to all the FMNs and CONUs affiliated to the FIM.
- Be evolutionary according to the experiences, needs and possibilities of the FIM.
- Permit to define in advance and in an exact manner the total amount of the grants and contributions to be allocated.
- Permit the FIM to know which amounts are allocated to which FMN and CONU.

## **5.2 General points relative to the calculation of grants and contributions allocated by the FIM**

The FIM allocates annually a substantial part of its revenue to the different grants and contributions, which present themselves under three different forms, that is:

- Event grants to the FMNs organising certain sporting events
- Administrative grants
- Allocations to a Reserve Fund for the Promotion of Motorcyclists' Activities (project contributions).

## **5.3 Event grants to the FMNs organising certain sporting events**

Event grants in the form of direct payments are allocated to the FMNs organising certain World Championship and FIM Prize events covered by a contract with a promoter, in accordance with the breakdown of direct payments decided by the Board of Directors. These event grants are defined in EUR.

These grants are credited to the account of the FMN, the month following the event, on the condition that the event was successfully organised, according to the appreciation of the Bureau of the respective Commission. A direct payment is also possible. For obvious reasons of security, the organising FMNs wishing to receive a direct payment from the FIM must forward to the latter clear and precise written transfer instructions, duly signed by the President and/or Secretary General of the FMN.

The FMNs organising a round of the Circuit Racing Grand Prix World Championship receive a grant which is paid on 15 July for the FMNs organising a Circuit Racing Grand Prix between 1 January and 30 June, and 15 December for the FMNs organising a Circuit Racing Grand Prix between 1 July and 31 December. For obvious reasons of security, the FMNs organising a Circuit Racing Grand Prix send to the FIM before 15 July and 15 December respectively of each year, clear and precise written transfer instructions, duly signed by the President and/or Secretary General of the FMN.

When an event counting towards a World Championship or FIM Prize event is organised on the territory of another FMN, with the approval of the Board of Directors, in conformity with the Sporting Code, the direct payments are paid by the FIM to each of the FMNs concerned, in accordance with a prior agreement between the FMNs involved.

#### **5.4 Administrative grants**

The administrative grants are provided for CONUs. They are equitable and allocated based on needs. The administrative grants are paid in EUR.

The beneficiaries of an administrative grant must invest alongside the FIM.

The beneficiary of an administrative grant determines the use of the funds. However, the beneficiary undertakes to provide audited statements or other proof that the funds are being appropriately managed, if so requested by the FIM.

Where appropriate, up to 25% of an administrative grant may be held back by the FIM until fulfilment of requirements.

The amount of the annual subsidies available for all of the CONUs is decided by the Board of Directors. These subsidies are defined in EUR. The payment of this subsidy is made in a first instalment of one third on 31 March and a second of two thirds on 30 June as long as the official financial statements and the operating budgets prepared by the CONU, according to the standard format defined by the FIM are provided to the FIM within the deadline stated in Article 5.5.

#### **5.5 Conditions that CONUs must fulfil in order to benefit from the FIM subsidy**

These conditions apply to Administrative Subsidies (Article 5.4) and to contributions from the Fund for the Promotion of Motorcyclists' Activities (Articles 5.6 and 5.7).

- CONUs must submit to the Administration as well as to the Internal Auditors, by 31 May at the latest, the following documents:
  - The official financial statements of the CONU for the preceding year, including the balance sheet and profit & loss statements for the period from 1 January to 31 December, according to a standard format defined by the FIM.

- The operating budget of the current year, according to a standard format defined by the FIM.
- Except in case of exceptional circumstances (e.g. cases of force majeure) duly recognised as such by the FIM BD, the CONU must have been represented at all the meetings of the FIM Board of Directors of the previous year either by its President or by the substitute of its President duly appointed by the CONU.

## **5.6 Allocations to the Fund for the Promotion of Motorcyclists' Activities**

This Promotion Fund serves to finance certain specific projects having been the object of a request duly documented to the “Committee for the Management of FIM Reserve Funds”, according to paragraph 6.3.1 below.

## **5.7 Use of the Fund for the Promotion of Motorcyclists' Activities for Projects**

### **5.7.1 General**

FIM project subsidies are intended to develop motorcycling throughout the world in accordance with the FIM's strategic objectives.

The projects selected must meet several criteria. They must:

- a) contribute toward the attainment of the FIM's strategic objectives, that is to say they must form part of one of the strategic programmes approved by the FIM BD
- b) engender tangible and sustainable results for the FIM
- c) have a clearly defined time scale
- d) provide a detailed financial plan
- e) be financially affordable for the FIM, that is to say not exceed the financial resources available in the Fund for the Promotion of Motorcycling Activities.

The projects that benefit from FIM subsidies are defined by the FIM Administration on the basis of the following elements:

- a) The FIM Strategic Plan
- b) The proposals arising out of the FIM BD, FMNs and CONUs
- c) Cost-benefit analysis

The projects are steered by the FIM Administration with, according to needs, the participation of CONUs, FMNs and/or external partners. A detailed report on the follow-up of each project will be presented to the CMRF at the end of the project and at least once a year for initiatives to be implemented over more than one year.

### **5.7.2 Financing of the projects**

The selected projects are financed by the FIM Fund for the Promotion of Motorcycling Activities.

This fund is fed through the mechanism of the FIM Operating budget.

The projects can be launched at any time once the CMRF has given its approval; the Administration can set up a timeline for receiving requests.

### **5.7.3 Approval of the projects**

The CMRF reviews the projects submitted to it for approval.

The projects may be submitted to the CMRF at any time. Depending on the nature and complexity of the project submitted, the CMRF decides whether it needs to meet physically or whether other means of deliberation (e.g. a telephone conference or exchanges of emails) are possible in order to determine its position on the projects submitted.

The CMRF may, for each project, decide one of the following:

- a) to approve the project and the amount requested
- b) to approve the project and modify the amount requested
- c) to ask for changes to the project with a view to a subsequent review
- d) to refuse the project.

### **5.7.4 Management and monitoring of the projects**

The projects are steered by the FIM Administration.

A suitable team shall be set up to meet the requirements of the project.

The Administration may involve CONUs and FMNs depending on the specific nature of each project.

Each project undergoes detailed monitoring by means of an evaluation report on the project results.



## **5.8 Prize-monies paid directly to the riders for the account of the promoter**

Certain commercial contracts make provision for the FIM to handle the payment of prize money to the riders for the account of the promoter. In general, the amounts are paid within a maximum deadline of 15 working days following the event. The prize scale is in accordance with the articles of the rules applicable to the relevant Championship.

## **6 Management of the reserve funds**

### **6.1 Principles of the management of the reserve funds**

The accounts of the FIM are kept according to the principles applicable to reserve funds. Under these principles, the necessary resources for the realisation of the different objectives are classified, for accounting needs and the drawing up of financial statements, in distinct reserve funds according to their nature and aim. These reserve funds are used to finance the specific sectors and activities relative to the development policy of the FIM. Unless otherwise stated, any decision concerning the constitution or request for use of all or part of these funds is submitted to the “Committee for the Management of FIM Reserve Funds” for approval.

### **6.2 Committee for the Management of FIM Reserve Funds**

The “Committee for the Management of FIM Reserve Funds” is composed of the President, the Chief Executive Officer and the Chair of the FIM Finance Committee. A member of the Administration officiates as Secretary of the “Committee for the Management of FIM Reserve Funds”.

### **6.3 Description of the FIM reserve funds**

The reserve funds available are classified into two categories:

- The operational funds developed by means of a budgetary allocation, expenses submitted for approval together with the budget.
- The capital funds developed by means of a provision at the time of the allocation of the surplus proceeds approved by the General Assembly.

The operational funds are the following:

### **6.3.1 Fund for the Promotion of Motorcyclists' Activities**

This Fund is available to the “Committee for the Management of FIM Reserve Funds” to promote projects that will contribute to developing motorcycling throughout the world in accordance with the FIM’s strategic objectives. The use of all or a part of this Fund is submitted to the “Committee for the Management of FIM Reserve Funds” for approval. The preliminary conditions that must be fulfilled in order to obtain a project contribution from this Fund are described in paragraph 5.7 of the current Regulations.

### **6.3.2 Working Fund of the Board of Directors**

This Fund corresponds to an amount available to the Board of Directors that allows it to release rapidly unforeseen non-operating costs that could therefore not be indicated in the operating budget. These funds can be released, in case of necessity, by decision of the Board of Directors or the Executive Board. The use of the whole or a part of this Fund is not submitted to the “Committee for the Management of FIM Reserve Funds” for approval.

### **6.3.3 Early Retirement Reserve Fund**

This Fund corresponds to an amount available to the Board of Directors for the financing of the early retirement for FIM employees having worked for twenty years or more for the FIM. It is maintained and developed by means of a provision of a certain percentage of the total wages established according to the calculations of the actuaries of the Early Retirement Foundation for FIM staff and paid into the said Foundation. It may also be developed from time to time by means of a provision at the time of the allocation of the surplus proceeds. In case of insufficiency of funds within the Foundation in order to finance the statutory benefits, the Chief Executive Officer may decide on an additional transfer of the whole or part of this Fund to the Foundation after preliminary information to the Board of Directors or Executive Board. The use of the whole or a part of this Fund is not submitted to the “Committee for the Management of FIM Reserve Funds” for approval.

### **6.3.4 Insurance Reserve Funds**

These funds correspond to an amount available to the Board of Directors to help the riders to cover medical expenses not covered by the mandatory insurance they pay for with their licences or to pay an extra premium. These funds can be released, in case of necessity, by decision of the Board of Directors or the Executive Board. These funds are maintained and developed by means of the allocation of the surplus, if any, between the insurance premium sold with the licence to the riders and the premium paid to the insurer. The use of the whole or a part of these funds is not submitted to the “Committee for the Management of FIM Reserve Funds” for approval.

### **6.3.5 Development Working Fund**

This Fund is available to the Board of Directors for financing projects within the framework of the development of the FIM, affiliated National Federations, CONUs, including but not limited to real estate, sporting, non-sporting, promotional, development and infrastructure projects. These funds can be released, in case of necessity, by decision of the Board of Directors or the Executive Board. The use of the whole or a part of this Fund is not submitted to the “Committee for the Management of FIM Reserve Funds” for approval.

The capital funds are the following:

### **6.3.6 Headquarters Extension Reserve Funds**

This Fund corresponds to an amount available to the Board of Directors for financing extensions of the FIM headquarters. Funds can be released, in case of necessity, by decision of the Board of Directors or the Executive Board. The use of the whole or a part of this Fund is not submitted to the “Committee for the Management of FIM Reserve Funds” for approval. As appropriate, the balance of the Fund or the amount corresponding to the works carried out will be transferred into the FIM capital.

## **7 Administrative and sporting management**

### **7.1 Subscriptions**

The amount of the subscription, defined in EUR, is fixed by the General Assembly and is due on 31 March of each year.

### **7.2 Licences**

The prices are fixed in EUR by the Board of Directors and ratified by the General Assembly. The validity as well as the tariffs for licences are published each year by way of an information letter. As a general rule, the FIM edits and sells the riders' licences and the officials' licences through the intermediary of the FMNs. Team licences are sold either directly or through an FMN.

Manufacturers' licences are sold either directly or through the intermediary of an FMN, without extra charge, to each manufacturer in conformity with the criteria described in paragraph 70 and following of the Sporting Code.

#### **7.2.1 Officials' licence validity**

See FIM Seminar Guidelines.

### **7.3 Registrations for the calendar**

The registration fees, defined in EUR, for the different events in the calendar are fixed by the Board of Directors and ratified by the General Assembly and are published by the Administration each year by way of a circular letter. In case of cancellation, a surcharged fee is invoiced to the FMNRs, in accordance with the Sporting Code.

These registration fees or surcharged fees can only be refunded in part or in total upon request, provided it is justified by an insufficient number of entries or "force majeure" and accepted by the Board of Directors or, if necessary, the Executive Board. Such a request does not exempt the FMN concerned from paying, within the due date, the fees or surcharged fees for the event concerned while the decision of the Board of Directors or the Executive Board is pending.

The registration fees include the costs pertaining to a final inspection of a track or circuit (see limitations described in paragraph 7.5 below), including the medical inspections carried out during the running of an event. Nevertheless, the “homologation fees” must be borne by the FMNR concerned and are not included in these registration fees. All other inspection costs must be borne by the FMNR.

#### **7.4 Equal treatment and/or Solidarity Fund**

Equal treatment and/or the Solidary Fund, defined in EUR, is a system of financial harmonisation aimed at making each FMN organising a round of a World Championship, participate in the transport cost of motorcycles as well as the riders’ travel expenses and one person from their personnel from one continent to another.

The registration fees published by the FIM for the World Championships for which an equal treatment and/or the Solidarity Fund is provided for mention the registration fees strictly speaking and the equal treatment and/or Solidarity Fund dues. The equal treatment dues are invoiced and are due at the same time as the registration fees to the calendar, that is, 30 days end of month after the date of the invoice. The date of the invoice corresponds to the last working day of the month in which the event takes place.

#### **7.5 Inspections**

During inspections of tracks or circuits, the costs of transport and accommodation of the inspectors and the technical costs (laboratory tests, simulation...) not borne by the FIM are invoiced to the FMNR, by way of the quarterly invoice of amounts payable by the FMN. When they concern a medical inspection taking place before the date of the event, these costs are invoiced to the FMN, by way of the quarterly invoice of amounts payable by the FMN.

The costs of transport and accommodation of the inspectors pertaining to a sporting and/or medical inspection taking place during the event are borne by the FIM and are included in the registration fees.

Specific “homologation fees” are settled as required by each discipline, and may also cover the check of plans for new circuits and tracks.

## **7.6 Seminars**

### **7.6.1 CCR, CMS, CTR, CEN, CTT, CCP, CID, CEB, CTL, CMI and CTI Seminars**

Every FMN and CONU can request the organization of a FIM seminar.

The organisation conditions are listed in the FIM Seminar Guidelines and must be complied with.

The FMNs regularly organising an event counting towards a FIM World Championship, FIM Prize or FIM Touristic Gathering are entitled to organise a seminar per Commission every three years free of charge if a minimum of 6 licences are issued. If less than 6 licences are issued following a seminar the FMNR will be invoiced 25 U.V.

In all other cases, the FMNR will be invoiced 20 U.V. If less than 6 licences are issued following the seminar, the FMNR will be invoiced an additional 25 U.V.

In addition CONUs are entitled to organise a seminar per year per Commission free of charge, provided that a minimum number of 6 participants are preregistered.

### **7.6.2 Online seminars**

FMNs can request online seminar and online test/assessment with the approval of the relevant Commission and the FIM Administration.

FMNs regularly organising an event counting towards a FIM World Championship, FIM Prize and/or a FIM Touristic Gathering are entitled to organise 1 online seminar per Commission every 3 years, free of charge, if a minimum of 6 licences are issued.

In all other cases, the online seminar will be invoiced 5 U.V.

The organisation conditions are listed in the FIM Seminar Guidelines and must be complied with.

If less than 6 licences are issued following the seminar the FMNR will be invoiced an additional 25 U.V.

### **7.6.3 FIM seminars cancellation policy**

In case of cancellation of the seminar by the FMNR, without valid reasons, up to 7 days before the seminar, the FMNR will be invoiced 10 U.V.

In case of cancellation of the seminar by the FMNR, without valid reasons, during the 6 days before the seminar, the FMNR will be invoiced 25 U.V.

#### **7.6.4 Compliance with the FIM Seminars' minimum requirements and organisation conditions**

Should the FMNR not comply with the FIM Seminars' minimum requirements and organisation conditions, as per the chapter "Roles of FMNs" available in the "FIM Seminar Guidelines", the FMNR will be invoiced 5 U.V.

#### **7.6.5 FIM World Championships and Prizes for which the Clerk of the Course is required to hold a Superlicence**

The list of FIM World Championships and Prizes for which the Clerk of the Course is required to hold a valid Superlicence, as approved by the FIM Board of Directors, is regularly published and updated in the FIM Seminar Guidelines.

#### **7.6.6 Chief Medical Officer Superlicence**

Requirements for Chief Medical Officer Superlicence are listed in the FIM Seminar Guidelines.

Travel costs of the new Chief Medical Officers' participation in all seminar activities are borne by their FMNs or their contractual partners.

#### **7.6.7 Participation of Commission Members in Superlicence Seminars**

Commission Members must participate in the Superlicence activities/seminars and Commission meetings of their respective Commission in order to obtain the Superlicence (if any).

After participating in the Superlicence activities as required, their Official's licence will be automatically renewed when expired.

The Sporting Superlicence is valid for two years and is free of charge for Commission Members.

The Chief Medical Officer Superlicence is valid for three years and is free of charge for CMI Members.

## **8 Allowances paid to delegates**

### **8.1 Conditions for travel and accommodation expenses to be borne by the FIM**

The FIM bears the travel and accommodation expenses of its appointed or elected members when they have been appointed by the FIM to fulfil a specific duty. These expenses are reimbursed according to a procedure and scale validated by the Board of Directors. Following the Commissions, the Administration draws up a list of all the appointed or elected members to whom the Commissions have entrusted a duty - with the approval of the Board of Directors – available on the FIM website. The circular regarding the FIM travel policy established each year at the beginning of the season defines in detail all of the principles and conditions described below.

The travel and accommodation expenses of the appointed members when attending the meetings of the Commissions, Commissions' Bureau and their respective groups are not borne by the FIM (with the exception of those of the Director).

The FIM bears the cost of the expenses incurred by the Members of the Board of Directors when they attend official meetings or when they fulfil special duties that the Board of Directors has assigned to them.

The FIM also bears the cost of the expenses of the Commission Directors, when these latter have been invited to attend meetings of the Board of Directors.

### **8.2 Travel expenses**

#### **8.2.1 Travel expenses by air**

- For each nomination, the delegate organises his journey as soon as possible, but at the latest 30 days before the beginning of the event/meeting.
- The delegate is requested to buy his air tickets, without first asking the FIM, as long as the total air ticket amount is not more than the maximum amount as per the FIM travel policy.



- In such a case, the delegate sends to the Administration his supporting documents in order for the FIM to reimburse his air ticket plus an additional lump sum.
- In case the delegate does not manage to obtain an air ticket at the maximum tariff authorised, he sends the travel booking form to the FIM mentioning the air ticket price he found. The FIM issues the ticket or authorises the delegate to buy it himself.

### **8.2.2 Travel expenses by private car or motorcycle**

- At the latest 30 days before his departure, the delegate must check (via the Web, through a software or by asking the FIM Administration) if the number of kilometres he will drive is higher than 1,800 km.
- If this is the case, the delegate must send to the Administration the travel booking form, requesting the FIM's authorisation to travel by private vehicle.
- In general, in order for the journey by private car or motorcycle to be accepted, the overall cost of travel from the place of residence of the traveller to the departure airport, the cost of an air ticket in the most economic tariff class available, plus car rental must not be less than the amount the delegate would be reimbursed for the kilometres covered.
- In this case, the delegate will be paid an indemnity for each kilometre travelled from his place of residence to the event and return, but to a maximum of 2'000 km. This amount includes all expenses involved, such as petrol, parking, motorway tolls, rail/road, supplementary insurance and depreciation costs of the vehicle. In the case of 2 appointments carried out consecutively, the maximum number of kilometres allowed is 3'000 km.
- Otherwise, in the event that the delegate nevertheless wishes to travel by private vehicle, only the above-accumulated cost and not the complete kilometre indemnity will be reimbursed.

### **8.2.3 Travel expenses by ferry boat and private car or motorcycle**

If a delegate uses a ferry boat to go to an event, the FIM will reimburse the price of a 2<sup>nd</sup> class return ticket for one person plus private car or motorcycle. In this case, the delegate will be reimbursed according to the number of kilometres effectively travelled by car or motorcycle. The distance of the ferry trip should be deducted from the total number of kilometres. The original ticket must be attached to the expenses form.

### **8.2.4 Travel expenses by public transport**

The FIM will reimburse a first class train ticket when this means of transport is used to go from the place of residence to the place of the meeting or from the place of residence to the nearest airport. The original ticket must be attached to the expenses form.

### **8.2.5 Car rental**

When the trip from the airport of destination to the place of the event makes car rental indispensable, a car, and, as a general rule, only one per event (and not per delegate) may be reimbursed by the FIM. This means that the delegates appointed to an event must harmonise beforehand their different travel schedules.

Reservations must be made exclusively through the intermediary of the FIM Travel Coordinator.

Possible supplementary insurance to that included in the standard package determined by the FIM will not be borne by the latter. Parking fees, supplementary insurance costs, etc. are included in the lump sum for sundry expenses (see paragraph 8.3.3 below) and are therefore not borne by the FIM in the case of car rental. If necessary, supplementary insurance fees will be directly debited by the car renter from the credit card of the delegate left as guarantee or will be deducted by the FIM from the next expenses form of the delegate concerned.

Petrol fees of the cars rented are borne by the FIM after presentation of supporting documents.

## **8.3 Indemnities**

### **8.3.1 Indemnities for accommodation expenses**

The FIM provides a lump sum for accommodation per night spent away from the place of residence and having incurred accommodation expenses. No daily indemnity is reimbursed for nights spent in any means of transport (intercontinental flight, train, etc.).

The accommodation expenses must in no case be borne by the organiser or the FMNR. For certain sporting or administrative meetings, when the costs are nevertheless paid by the organiser, the FIM reimburses to the delegate a daily indemnity only for meal costs.

### **8.3.2 Coverage of 2 consecutive events (mid-week)**

In the case where the FIM delegate is appointed to 2 consecutive events taking place on 2 consecutive weekends and when the FIM delegate travels from his place of residence to these events in one round trip, the FIM undertakes to pay his accommodation expenses for weekdays between the 2 events. However, the delegate shall provide an expenses form for each event.

### **8.3.3 Lump sum for sundry expenses**

The FIM provides a lump sum for sundry expenses to cover parking fees, motorway tolls, taxi, telephone, fax, photocopies, newspapers, visas, supplementary insurance, etc., incurred when travelling for the FIM. Sundry expenses are paid for each nomination when a delegate carries out several nominations during one and the same trip.

## **8.4 Delegates' insurance**

FIM delegates benefit from the following insurance covers when they have been appointed by the FIM to carry out an official function for its account:

Capital in case of accidental death:	CHF	500'000.-
Capital in case of accidental permanent invalidity:	CHF	500'000.-
Medical expenses abroad per person per incident:	CHF	1'500'000.-
Repatriation expenses:		Unlimited

## **8.5 Basic Allowance to Board of Directors Members and Internal Auditors**

The President of the FIM, the Board of Directors Members as well as the Commission Directors have been granted a lump sum, of which the amount is fixed in the annual budget, to allow them to fulfil their official duties and their representation activities. The treatment of these indemnities is made in accordance with tax laws in force in Switzerland.

The Internal Auditors are compensated for their work and expenses each time they are mandated by the General Assembly or the Board of Directors to perform a specific task.

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# **Sporting Code**

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**EDITION 2025**

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Any references to the male gender in this document are made solely for the purpose of simplicity, and refer also to the female gender except when the context requires otherwise.

## 2025 SPORTING CODE

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## GLOSSARY

### FIM Acronyms, terms, definitions and abbreviations (not exhaustive)

Administration (ADM):	FIM Administration
Categories:	<ul style="list-style-type: none"> <li>- of meetings: National Meetings open to Foreign Participation (NMFP), World Championship (WC) and Prize Events with or without a promoter, etc.</li> <li>- of participants: youth, junior, women, veterans, etc.</li> <li>- of vehicles: motorcycle, sidecar, quad, Snowmobile, eBike, etc.</li> </ul>
Class(es):	Type of motorcycles according to cylinder capacities, types of engine and their source of energy
Classification:	Ranking, results of participants in a meeting (intermediate or final classification)
Clerk of the Course:	Official (in French: Directeur de Course)
Discipline:	Nature of the sporting activity: Circuit Racing, Motocross, Trial, Enduro, Track Racing, Cross-Country Rallies
Event Management:	Group of Officials with competencies indicated in the Regulations/Appendices of each discipline (in French: Direction de (la) Manifestation)
FIM Championships and Prize Events Calendar:	FIM Calendar of sporting meetings of FIM Championship and Prize Events run under the authority of the FIM
FIM Event	Motorcycling event counting for an FIM Championship or Prize event (in French: Manifestation FIM)
FIM Licence	Document for Officials, Participants, Manufacturers and Teams required to participate in an FIM World Championship/Prize Event and some National Meetings open to Foreign Participation

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FIM World Championship (WC) and Prize Events	Events or Series of events counting towards a FIM World Championship/Prize Event with or without an FIM Promoter
FMN:	National Motorcycling Federation, affiliated member of the FIM
FMNR:	National Federation organising an event
IMN:	a number given to an event registered in the FIM Calendar
International Jury:	Group of Officials with specific duties during an FIM event which are defined in the FIM Sporting Code and/or the Regulations/Appendices of each discipline (in French: Jury International)
Manufacturer:	Manufacturer holding an FIM Licence to participate in a World Championship and/or Prize Event
National Meetings open to Foreign Participation (NMFP) Calendar:	Calendar of meetings under the authority of FMNRs included in the Calendar of National Meetings open to Foreign Participation (previously named International Calendar)
Official(s):	Person(s) with competencies indicated in Regulations/Appendices of each discipline
Organiser:	Organising body of an event (may be an FMNR, a club, a promoter, a circuit owner)
Paddock:	Enclosure reserved in the environs of the circuit for all participants and suppliers (in French: parc des coureurs)
Parc fermé:	Enclosure put in place to keep the motorcycles under the custody of the organiser
Passenger:	A participant holding an FIM licence who forms a team with a sidecar driver
Permanent Bureau:	Body composed according to the contract with a FIM promoter
Practice:	Official training during an event (in French: essais)

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Promoter:	Contractual agent holding some organisational and/or commercial rights in relation to FIM world championships and/or prize events
Race Direction:	Group of Officials with competencies indicated in the Regulations/Appendices of each discipline (in French: Direction de Course)
Race Director:	Official (in French: Directeur de l'Épreuve/de la Manifestation)
Referee:	Official exercising the supreme control of the Event with regard to the application of the FIM Regulations
Rider:	Participant riding a vehicle in an FIM discipline
Seminar:	Training session organised for the officials/ participants under the supervision of an instructor
Stewards:	Officials of the Stewards Panel (in French: Commissaires)
Stewards Panel:	Group of Officials with specific duties during an FIM event which are defined in the FIM Sporting Code and/or Regulations/Appendices of each discipline (in French: Collège des Commissaires)
Supplementary Regulations (SR):	Specific information and rules complementary to the Sporting Code, Regulations and/or Appendices (in French: Règlement Particulier, RP)
Team:	Depending on the context, the team can be defined according to Articles 60.2, 70.2.1 and 70.2.4 of the FIM Sporting Code
Terms of Reference:	Description of a body's or Officials' work and duties (in French: Cahier des charges)
World Records:	Records homologated by the FIM

## **1 FIM SPORTING CODE**

The FIM Sporting Code (hereinafter called “the Sporting Code”) is a set of rules established by the Fédération Internationale de Motocyclisme which, together with the Appendices and Regulations, are applicable to each and every discipline and category of meeting and rules the sporting Meetings held under its authority.

The objective of this Code, its Appendices and Regulations is to encourage and facilitate the practice of the motorcycling sport worldwide. It shall never be applied with the intention of impeding a competition from taking place or a competitor from participating in a competition, except if the FIM concludes that this measure is necessary in order to allow the motorcycling sport to be practised in complete safety, equity and regularity.

## **2 DEFINITIONS**

### **2.1 APPENDICES**

Appendices are specific rules applying to one or more but not all disciplines or category of meeting and are in addition to the rules laid down in the Sporting Code.

### **2.2 REGULATIONS**

Regulations are specific rules applying to FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter and are published in addition to the rules laid down in the Sporting Code and in addition to the contract with the respective promoter.

### **2.3 VEHICLES, ENGINES AND SOURCES OF ENERGY**

The Appendices, Rules and Regulations describe the racing formats and the classes or categories of vehicles eligible to compete in the FIM disciplines.

The vehicles are part of the following list:

- Scooter: a motorised scooter is a two-wheeled vehicle with a platform where the rider stands without having the possibility to seat on a saddle.
- Monowheel: a motorised monowheel or unicycle: consists of a one-wheeled vehicle, with two platforms on each side or a saddle.

- Gyropods: a motorised two-wheeled vehicle made up of a platform that the driver, standing up, manoeuvres using a handlebar. The wheels are placed on the left and right side of the driver.
- Quad or ATV: an all-terrain motorised four-wheeled vehicle without roof or roll cage with a seat and handlebar.
- Side-by-side or SSV: the side-by-side is a motorised four-wheeled vehicle equipped with one to six seats and a steering wheel for one or several persons. The vehicle may have a roof or roll cage. The rider and passenger are seated side-by-side.
- Motor scooter: a motor scooter is a motorised two-wheeled vehicle with an underbone or step-through frame and a platform for the rider's feet.
- Snowmobile: also known as a ski-Doo, snow machine, sled, motor sled, motor sledge, skimobile, or snow scooter, is a motorised vehicle equipped with caterpillars designed for travel on snow. The snowmobiles are equipped with a handlebar.
- Motorcycle: a motorcycle, often called a motorbike, or bike is a two wheeled motor vehicle. Motorcycle design varies greatly to suit a range of different disciplines.
- Trike motorcycle or trike: a three-wheeled motor vehicle. The architecture of its chassis is symmetric and the trike is powered by one or two rear wheels.
- Sidecar: a sidecar is a three-wheeled vehicle with the side wheel not directly aligned with the rear motorcycle wheel, its geometry is not symmetric and the sidecar is usually powered by the rear main wheel only.
- Pedelec: also called E-bike: the pedelec is a motorized two- or three-wheeled vehicle with an integrated electric motor used to assist propulsion when the main propulsion is muscular.
- Moped: a moped is a low power motorcycle equipped with pegs or pedals used to assist propulsion when the main propulsion is non muscular.
- Three-wheeled carrier, also called tuk-tuk: a three-wheeled motor vehicle usually used for carrying passengers or goods.
- Any combination of the above-mentioned vehicles.



The engines are either thermic, electric, with compressed air or a combination of several types of engines.

The internal or external sources of energy are part of the following list:

- Thermic (dihydrogen, fossil fuel, synthetic fuel, alcohol, gas, etc.)
- Mechanical flywheel
- Electric (battery, solar, fuel cell, super capacitors, inductive charges, etc.)
- Pressurized fluids
- Muscular force with assistance
- Hybrid with a combination of several sources of energy.

### **3 RECOGNITION OF AUTHORITY**

Any FMN or corporate body organising or any individual participating in a meeting is deemed to know the Sporting Code and its Appendices, the Regulations, the Disciplinary Code, the Medical Code, the Anti-Doping Code and the Environmental Code, as well as the Supplementary Regulations of the meeting and undertakes to submit, without reservation, to all provisions and consequences thereof.

### **4 INTERPRETATION OF FIM RULES**

In case of dispute regarding interpretation of the Sporting Code, the authoritative interpretation is determined by the Board of Directors.

The Sporting Commissions are the responsible authorities for the interpretation of their respective Appendices which relate to FIM World Championships and Prize Events and National Meetings open to Foreign Participation.

The Commissions and Panels are responsible for the interpretation of their respective Codes.

The relevant body (see Art. 30.4.2.1) established by a contract between the FIM and the FIM promoter is responsible for the interpretation of the Regulations which relate to FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter.

In case of discrepancy or dispute regarding the interpretation between the two official texts, the English text will prevail.

## **5 MODIFICATIONS OR ADDITIONS TO THE SPORTING CODE, ITS APPENDICES AND TO THE REGULATIONS**

Any modification or addition to the Sporting Code, after approval by the General Assembly, will be published by the Administration with the date of enforcement.

Any modification or addition to the Appendices after approval by the Board of Directors following the recommendation of the relevant Sporting Commission, will be published by the Administration with the date of enforcement.

Any modification or addition to the Regulations of a FIM World Championship or Prize Event organised in partnership with a contractual FIM promoter, after approval by the relevant body (see Art. 30.4.2.1) established by a contract between the FIM and its promoter, will be published by the Administration with the date of enforcement.

## **10 MEETINGS**

### **10.1 CATEGORIES OF MEETINGS**

In general, the FIM distinguishes between the following categories of meetings among its various disciplines:

- FIM World Championships and Prize Events without a FIM promoter
- FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter
- FIM Training Camps
- CONU Continental Championships with or without a contractual CONU promoter
- CONU Training Camps
- Classic Events
- National Meetings open to Foreign Participation
- Continental Meetings
- National Meetings

#### **10.1.1 FIM World Championships and Prize Events without a FIM Promoter**

FIM World Championships and Prize Events are inscribed as such in the FIM Calendar in accordance with the conditions set forth in Chapter 30 of the Sporting Code.

In conformity with Article 3 of the FIM Statutes, the official titles of FIM World Championships and Prize Events in all disciplines of the motorcycle sport are the exclusive property of the FIM.

For the organisation of these meetings, the Sporting Code and the relevant Appendices will apply.

FIM World Championships and Prize Events are open to qualified or nominated riders of any FMN holding the relevant FIM World Championship or Prize Event rider's licence.

### **10.1.2 FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter**

Pursuant to Article 3 of the Statutes, the competent bodies (see Art. 30.4.2.1) are empowered to adopt whatever sporting, technical, medical, environmental and disciplinary regulations they deem necessary for the organisation of the above-mentioned FIM World Championships and Prize Events resulting from a contract with a FIM promoter.

For the organisation of this category of meetings, the Sporting Code and the relevant Regulations will apply.

Riders participating in FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter must be holders of the relevant FIM World Championship or Prize Event rider's licence.

### **10.1.3 FIM Training Camps**

FIM Training Camps are international sporting training activities organised at a particular place with the major aim of raising the level of riders within the participating FMNs and stimulating their participation in national and international championships, during which no form of competition shall take place. FIM Training Camps help and encourage countries to develop and implement training programs and are open to **FMNR riders holding a national licence with adequate insurance cover, as provided for under Article 110.2 of the Sporting Code, and foreign riders holding a FIM Training Licence**. FIM Training Camps may not be named as such without being submitted for approval in the FIM Calendar by the relevant FMNRs.

For the organisation of the FIM Training Camps, the Sporting Code and the relevant Guidelines will apply. The organisational responsibility shall lie with the FMNR and, if present, the contractual FIM promoter.

#### **10.1.4 Intercontinental Championships**

The FIM Intercontinental Championships are inscribed as such in the FIM Calendar in accordance with the conditions set forth in Chapter 30 of the Sporting Code.

In conformity with Article 3 of the FIM Statutes, the official title of FIM Intercontinental Championships in all disciplines of the motorcycle sport are the exclusive property of the FIM.

The Sporting Code and the relevant Appendices will apply for the organisation of these meetings. The FIM Intercontinental Championships are open to nominated riders of any CONU holding the relevant CONU licence.

#### **10.1.5 CONU Continental Championships**

Pursuant to Article 12.6 of the Statutes, the Continental Unions (CONUs) may establish Continental Championships.

The relevant CONU Sporting Regulations, which must be drawn up in conformity with the FIM Sporting Code, will apply for the organisation of Continental Championships.

For each discipline, riders participating in the CONU Continental Championships must be holders of the relevant FIM Continental Championships licence or a licence accepted by the CONU.

The FMNRs and CONUs are held solely responsible for meetings that they organise.

#### **10.1.6 CONU Training Camps**

Pursuant to Article 12.6 of the Statutes, the Continental Unions (CONUs) may establish CONU Training Camps.

The relevant CONU Sporting Regulations, which must be drawn up in conformity with the FIM Sporting Code, will apply for the organisation of CONU Training Camps.

Riders participating in the CONU Training Camps must be holders of the FIM Training Licence or a licence accepted by the CONU. The organisational responsibility shall lie with the FMNR and, if present, the contractual CONU promoter.

### **10.1.7 Classic Events**

These are international sporting events of which, it has been clearly established historically, have made a major contribution to both the development of the motorcycle and the establishment of the sport internationally but which are no longer associated with either FIM World Championships or Prize Events. Since the FIM is not in any way involved in the organisation of Classic Events, responsibility for the latter at all levels (organisational, sporting and disciplinary) shall lie solely with the FMNR.

Approval of a classic title is granted by the Board of Directors following a recommendation from the appropriate Sporting Commission.

### **10.1.8 National Meetings open to Foreign Participation (NMFP)**

National Meetings open to Foreign Participation may not be named as such without being inscribed in the NMFP Calendar by the relevant FMNRs.

Since the FIM is not in any way involved in the organisation of National Meetings open to Foreign Participation, responsibility for the latter at all levels (organisational, sporting and disciplinary) shall lie solely with the FMNR.

### **10.1.9 Continental Meetings**

Continental Meetings are meetings taking place in one country only and inscribed as such by the FMN in the respective CONU Calendar.

These meetings are controlled by the CONU or a FMN designated by the CONU and are open to riders holding licences from the CONU or other licences accepted by the CONU.

### **10.1.10 National Meetings**

These meetings are controlled by an FMNR and are held in their entirety in the national territory. In case of relocation, the agreement of the FMN where the event will take place is compulsory. These meetings are open to riders holding a licence issued by the FMNR.

For the organisation of these meetings, the national sporting code of the FMNR applies.

## **10.2 4-WHEELER AND MOTORCYCLE RACES AT THE SAME MEETING**

Any combination of circuit races for 4-wheelers and motorcycles with 2 or 3 wheels is forbidden at any meeting in which the programme includes events counting towards a FIM World Championship or Prize Event. Exceptions may be granted by the Board of Directors upon request of the appropriate Commission.

## **10.3 RACES BETWEEN 2- AND 3-WHEELER MOTORCYCLES, QUADRACERS AND/OR 4-WHEELERS**

Concurrent races between 2-wheeler, 3-wheeler motorcycles, quadracers or between sidecars and cyclecars and/or 4-wheelers are forbidden. Exceptions may be granted by the Board of Directors upon request of the appropriate Commission.

## **10.4 UNAUTHORISED MEETINGS**

The organisation or running of FIM World Championships and Prize Events or a National Meeting open to Foreign Participation or a series of National Meetings open to Foreign Participation not conforming to the Sporting Code, its Appendices or the Regulations and not inscribed as such in the FIM Calendar is not recognised by the FIM.

## **10.5 SUPPORT RACES**

Support races may be organised during a FIM World Championship and Prize Event with or without a contractual FIM promoter or a National Meeting open to Foreign Participation when duly authorised by the relevant Sporting Commission or the relevant body (see Art. 30.4.2.1) established by a contract between the FIM and its promoter or the FMNR.

## **10.6 USE OF TITLES**

The use of FIM titles e.g. FIM World and Continental Championships or Prizes, “Grand Prix”, “World Cup”, “Continental Cup” or any other description of a meeting which implies a World or Continental status, and/or use of the terms “International” or “Championship” as title or subtitle is reserved for meetings which are accordingly inscribed in the FIM or appropriate CONU Calendars.

These titles can be used in official documents, advertising posters, etc.

The title “Grand Prix” applied to international and/or FIM World Championships and Prize Events may only be used with the approval of the Board of Directors.

The titles of Continental Championships recognised by the FIM are the property of the relevant CONU pursuant to Article XI 1)1b of the By-Laws.

## **10.7 CIRCUITS, TRACKS AND VENUES**

All circuits, tracks and venues, etc. used for FIM World Championships and Prize Events with or without a contractual FIM promoter must be homologated by the FIM.

Circuits, tracks and venues for a Continental Championship managed under the jurisdiction of a CONU are homologated by the relevant CONU. Circuits, tracks and venues homologated by the FIM are automatically homologated by the CONUs.

Circuits, tracks and venues used for National Meetings and National Meetings open to Foreign Participation are homologated by the FMNR.

## **10.8 MEETINGS CROSSING SEVERAL TERRITORIES**

When a FIM World Championship or Prize Event or National Meeting open to Foreign Participation crosses the territory of two or more FMNs, the FMNR must obtain the prior written approval of all FMNs concerned if it concerns a stage with classification (outside of a liaison stage) and send these documents to the Administration at least two months before the start of the Event.

## **20 CALENDARS**

The FIM publishes the FIM Calendar and hosts the CONU Calendars and the National Meetings open to Foreign Participation (NMFP) on a dedicated platform. The FIM must reserve the right to withdraw an Event from these Calendars.

## **The FIM Calendar**

Each year the FIM will publish on its website the list of all FIM World Championships and Prize Events with or without a FIM promoter. The list is called the “FIM Calendar”.

The FIM Calendar can be updated throughout the year by application to the FIM in accordance with Art. 20.2.

It is updated regularly by publications which give details of all additions or alterations to the Yearbook.

Each meeting listed in the FIM Calendar has a registration number (IMN) published in the FIM Yearbook and the FIM website. This number must be quoted in all correspondence relating to the meeting in question.

### **Calendar of the National Meetings open to Foreign Participation (NMFP)**

The Calendar of the National Meetings open to Foreign Participation (NMFP) is published by the FMNRs and under their responsibility on the dedicated FIM platform.

## **20.1 ESTABLISHMENT OF THE FIM CALENDAR**

The Board of Directors allocates dates in the FIM Calendar in the best interest of the motorcycle sport in general and avoiding, whenever possible, the allocation of meetings within the same discipline on dates or at locations which are identical or too close to one another.

If two requests of inscriptions for meetings of the same category and discipline are received in view of being inscribed on the same date in the calendar and the Board of Directors considers that it would be against the interests of the sport to accept both of them, the matter shall be finally resolved by the Board of Directors. The Board of Directors shall justify its decision in writing.

### **20.1.1 FIM World Championships and Prize Events without a FIM promoter**

For each meeting counting towards one of the FIM World Championships or Prize Events, the FMNRs must submit their applications to the Administration.



Alternative dates may be quoted when applying for a FIM World Championship or Prize Event.

Applications for FIM World Championships and Prize Events will be examined by the appropriate Commissions which will fix the dates, venues/circuits/tracks and classes, subject to the final approval of the Board of Directors.

### **20.1.2 FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter**

The FIM promoter shall submit the relevant provisional FIM Calendar to the Board of Directors within the deadline laid down in the contract signed with the FIM. The provisional calendar will include the venues and dates for the events counting for the FIM World Championship or FIM Prize Event for the following year. When proposing the calendar of events to the FIM, the FIM promoter shall also confirm to the FIM that it has entered into an agreement with a national organiser for each event and that each corresponding FMNR has been consulted in order to eliminate or minimise possible conflicts or optimise issues of organisers, venues and available staff.

Upon receipt of the provisional calendar, the FIM shall immediately inform all the FMNRs involved in the Calendar. Within 15 days of the delivery of the provisional calendar by the FIM promoter to the FIM, the FMNRs shall notify the Administration of any objection to the Calendar.

The FIM resolves without delay any possible dispute arising from the proposed Calendar between an FMNR and the FIM promoter.

After having been examined by the respective Sporting Commission and approved by the Board of Directors, the FIM Calendar is announced by the Administration and published in the FIM Yearbook and website.

The Administration shall convene a pre-calendar conference involving the respective FIM promoters during the course of the preceding sporting season. The Board of Directors will endeavour to obtain the announcement of pre-calendars as early as possible during the course of the preceding sporting season. It will also encourage long-term calendar planning by the FIM promoters.

### **20.1.3 CONU Calendars**

The CONUs' Calendars of Continental Championships must be drawn up in conformity with their respective Sporting Codes.

No Continental Championship of the same discipline may be organised in the same country and on the same date as a FIM World Championship or Prize Event with or without a FIM promoter. The Board of Directors may make exceptions.

## **20.2 ADDITIONS AND ALTERATIONS TO THE FIM CALENDAR**

### **20.2.1 Calendar of FIM World Championships and Prize Events without a FIM promoter**

If the number of applicants for meetings counting towards a FIM World Championship or Prize Event exceeds the total number required or if the minimum number of applications is not met, the appropriate Commission can put forward a proposal to the Board of Directors, who will make a final decision.

If it is absolutely impossible for an FMN to accept the date allocated by the FIM at the General Assembly, the FMN concerned may, before 30 September, either withdraw the original application or make a new application for a change of date or venue, stating valid reasons. Any objection will be settled at the first meeting of the appropriate Commission at the FIM General Assembly.

If the new date application is refused by the Commission and this refusal is confirmed by the Board of Directors, the FMN may immediately withdraw the application for the meeting. In this case, the FIM may grant the meeting to another FMN whilst still maintaining the date originally planned.

Applications for changes of date received later cannot be accepted. In cases of "force majeure" left to its own judgement, the Board of Directors may decide to change the date of a FIM World Championship or Prize Event after the ratification of the FIM Calendar but at the latest at the following General Assembly.

In case of a subsequent cancellation, including any meeting for which a date change has been refused, the penalties as detailed in Art. 20.3 will apply. Furthermore, any application from the FMN in question will not be considered when Championship dates for the same competition are fixed for the following year.

If so requested by an FMN, the Board of Directors may decide to waive the above-mentioned penalties, but only provided that the cancellation was due to an insufficient number of entries or a genuine case of “force majeure” accepted as such by the FIM.

A short-term change of up to 24 hours necessitated by extraordinary circumstances is not considered as a change of date in accordance with the above-mentioned regulations.

### **20.2.2 Calendar of FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter**

Applications introduced by a promoter for a change of date will be considered by the FIM.

Changes of venue, circuit or track may be accepted by the FIM within a reasonable term of notice.

The FIM Communication Department will immediately announce these changes by way of Press Releases.

### **20.2.3 Calendar of CONU Continental Championships**

Alterations and additions to the CONU Calendar may be executed according to CONU regulations.

### **20.2.4 Calendar of National Meetings open to Foreign Participation**

Late inscriptions for National Meetings open to Foreign Participation (i.e. after 30 November of the preceding year) can only be accepted up to 10 days (3 days for the CCP) before the date of the meeting.

The FMNR, in exceptional circumstances and for justifiable reasons, may postpone or cancel, or if it has already started or has already been completed, declare void an approved National Meeting open to Foreign Participation as well as order an amendment to the results.

The Administration as well as all riders whose entries are submitted must be informed immediately about changes of dates or cancellations. A short-term change of up to 24 hours necessitated by extraordinary circumstances is not considered as a change of date.

In the case of a change or shift of date, the entries submitted will be valid only if the riders confirm acceptance of the new date of the meeting.

## **20.2.5 Calendar of Continental Meetings**

Alterations and additions to the CONU Calendar may be executed according to the CONU regulations.

## **20.3 CALENDAR INSCRIPTION FEES**

### **20.3.1 FIM World Championships and Prize Events without FIM promoter**

The fees payable by the FMNR to the FIM for each inscription in the Calendar are established by the Board of Directors and approved by the General Assembly (see also Art. 12.1.7o of the Statutes).

For cancellations of FIM World Championships and Prize Events, the following regulations apply:

- after 31 October, but until 31 December of the preceding year, inscription fee to be surcharged: 50%
- after 31 December of the preceding year, inscription fee to be surcharged: 200%

These percentages are applied on the inscription fee, after deduction of the amount corresponding to the equal treatment.

These fees or surcharged fees can only be refunded in part or in total upon request, provided it is justified by an insufficient number of entries or “force majeure” and accepted by the Board of Directors.

### **20.3.2 FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter**

The fees payable by the FMNR to the FIM for each inscription in the Calendar are established by the Board of Directors and approved by the General Assembly (see also Art. 12.1.7 of the Statutes).

In case of cancellation by the FIM promoter for reasons which lie only with him, no surcharge fee will be applied and the fees will be refunded.

### **20.3.3 CONU Continental Championships**

The fees payable to the CONU for each inscription in the CONU Calendar are decided by the respective CONUs.

### **20.3.4 National Meetings open to Foreign Participation (NMFP)**

The fees payable to the FMNR for each inscription in the NMFP Calendar are decided by the respective FMNR.

### **20.3.5 Continental Meetings**

The fees payable to the CONU for each inscription in the CONU Calendar are decided by the respective CONU.

## **30 FIM MEETINGS**

### **30.1 FIM WORLD CHAMPIONSHIPS, AND PRIZE EVENTS, WORLD RECORDS AND INTERCONTINENTAL CHAMPIONSHIPS**

In accordance with detailed conditions contained in the Appendices or Regulations relating to each sporting discipline, the FIM recognises the World Championships and Prize Events, World Records and Intercontinental Championships as detailed in the following Articles. However, the Administration and/or the Sporting Commissions may submit to the Board of Directors for approval any modification relating to a category and/or a class of a FIM World Championship and/or FIM Prize Events below.

The name or brand of an official Title Sponsor precedes the title “FIM World Championship or Prize Event”.

## 30.1.1 World Championships

### Circuit Racing

- FIM Grand Prix World Championship (for riders, teams and manufacturers)
- FIM Superbike World Championship (for riders, teams and manufacturers)
- FIM JuniorGP World Championship (for riders and manufacturers)
- FIM Supersport World Championship (for riders, teams and manufacturers)
- FIM MotoE World Championship (for riders and teams)
- FIM Endurance World Championship (for riders, teams and manufacturers)
- FIM Sidecar World Championship (for riders and passengers)
- FIM Women's Circuit Racing World Championship (for riders, teams and manufacturers)

### Motocross

- FIM Motocross World Championship (for riders and manufacturers)
- FIM **SidecarCross** World Championship (for riders, passengers and manufacturers)
- FIM Supercross World Championship (for riders, teams and manufacturers)
- FIM SuperMoto World Championship (for riders and manufacturers)
- FIM SnowCross World Championship (for riders and manufacturers)
- FIM FreeStyle**Cross** World Championship (for riders and manufacturers)

### Motocross events for national teams

- FIM Motocross of Nations
- FIM SuperMoto of Nations
- FIM SnowCross of Nations
- FIM FreeStyle**Cross** of Nations
- FIM QuadCross of Nations
- FIM SidecarCross of Nations

## **Trial**

- FIM Trial World Championship (for riders and manufacturers)
- FIM X-Trial World Championship

## **Trial events for national teams**

- FIM Trial des Nations

## **Enduro**

- FIM Enduro World Championship (for riders and manufacturers)
- FIM SuperEnduro World Championship (for riders and manufacturers)
- FIM Hard Enduro World Championship

## **Enduro Events for national teams**

- FIM International Six Days' Enduro

## **Cross-Country**

- FIM World Rally-Raid Championship (for riders, **teams** and manufacturers)
- **FIM Sand Races World Championship (for riders and teams)**

## **Track Racing**

- FIM Speedway Grand Prix World Championship
- FIM Track Racing World Championship Qualification Meetings
- FIM Ice Speedway World Championship
- FIM Long Track World Championship
- FIM Flat Track World Championship (for riders and manufacturers)

## **Track Racing events for national teams**

- FIM Speedway of Nations
- FIM Speedway of Nations 2
- FIM Speedway World Cup
- FIM Ice Speedway of Nations
- FIM Long Track of Nations

## E-Bike

- FIM E-XPLORER World Championship  
(for riders, teams and manufacturers)
- FIM EBK World Championship (for riders, teams and manufacturers)
- FIM E-Scooter World Championship  
(for riders, teams and manufacturers)

### 30.1.2 FIM Prizes

#### Circuit Racing

- FIM Endurance World Cup (for riders, teams and manufacturers)
- **FIM Endurance World Trophy (for riders, teams and manufacturers)**
- FIM MotoGP Rookies Cup
- FIM Dragbike World Cup
- FIM Street Freestyle World Cup
- FIM MiniGP World Series
- FIM Stock World Cup

#### Motocross

- FIM Motocross World Cup
- FIM QuadCross World Cup
- FIM SnowCross World Cup
- FIM SuperMoto World Cup
- FIM Arena Cross World Cup (for riders and manufacturers)
- FIM Vintage Motocross World Cup

#### Trial

- FIM Women's Trial World Cup
- FIM Trial Vintage Trophy
- **FIM Women's X-Trial Trophy**

#### Trial events for national teams

- FIM Trial des Nations, International Trophy
- FIM Trial des Nations Challenge
- FIM X-Trial des Nations



## **Enduro**

- FIM Enduro World Cup
- FIM SuperEnduro World Cup
- FIM Enduro Vintage World Cup
- FIM Hard Enduro World Cup

## **Enduro Events for national teams**

- FIM Enduro Vintage Trophy

## **Cross-Country**

- FIM World Rally-Raid Cup
- FIM Rally-Raid Trophy
- FIM Bajas World Cup
- FIM Bajas Trophy
- FIM Sand Races World Cup

## **Track Racing**

- FIM Speedway Sidecar World Cup
- FIM Speedway Youth Gold Trophy
- FIM Track Racing Youth Gold Trophy
- FIM Long Track under 23 World Cup
- FIM Flat Track World Cup
- FIM World Speedway League
- FIM Ice Arena Track Racing World Gold Trophy
- FIM Speedway Youth World Cup
- FIM Women's Speedway Gold Trophy

## **E-Bike**

- FIM E-Bike Enduro World Cup
- FIM E-Bike Cross World Cup
- FIM E-XPLORER World Cup (for riders, teams and manufacturers)
- FIM EBK World Cup (for riders, teams and manufacturers)
- FIM E-Scooter World Cup (for riders, teams and manufacturers)

### **30.1.3 World Records**

- FIM Land Speed World Records

### **30.1.4 Intercontinental Championships**

- FIM Intercontinental Games

## **30.2 STATUS AND ELIGIBILITY CRITERIA OF MEETINGS**

The Board of Directors may change the status of any of the meetings mentioned in Article 30.1 from FIM World Championship to Prize Event status, or vice versa, taking into consideration appropriate eligibility criteria and upon the proposal of the relevant Sporting Commission or the relevant body established by the contract between the FIM and its promoter.

In the same manner, FIM World Championships and Prize Events may be introduced or removed by the Board of Directors in the interest of the motorcycle sport by taking into consideration appropriate eligibility criteria.

## **30.3 EVENTS COUNTING TOWARDS FIM WORLD CHAMPIONSHIPS AND PRIZE EVENTS WITH OR WITHOUT A FIM PROMOTER**

The Board of Directors decides, on the proposal of the appropriate Sporting Commissions or the relevant body established by the contract between the FIM and its promoter, the number of meetings required for a FIM World Championship or Prize Event to be inscribed in the FIM Calendar.

## **30.4 ORGANISATION OF FIM MEETINGS**

### **30.4.1 FIM World Championship and Prize Events without a promoter**

Meetings counting towards a FIM World Championship or Prize Event are organised by the respective FMNRs.

If an FMNR is prohibited by law from holding a meeting within its own territory, it may, with the approval of the Board of Directors, hold meetings of FIM World Championships and Prize Events on circuits belonging to another FMN, subject to the approval of that FMN.

### **30.4.2 FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter**

These meetings may be organised by any individual or corporate entity when contractually authorised to do so by the FIM. The contractual FIM promoter is directly responsible to the FIM for the organisation of these meetings in accordance with the respective Regulations and the rights and obligations stated in the relevant contract.

The relevant FIM promoter shall provide a schedule of conditions applicable to the respective organiser.

#### **30.4.2.1 Bodies established by contract between the FIM and its promoters**

The contract signed between the FIM and its promoters may provide for:

- i) a Permanent Bureau, composed of representatives of each party. This body is empowered to take urgent decisions unanimously by the members in case of need, which are to be consistent with the provisions of the contract and ratify decisions of the respective appropriate Commission (see below).
- ii) a competent Commission, composed of representatives of the FIM and various parties involved, in charge of studying amendments to the Regulations proposed by the respective FIM Sporting or by other parties involved such as the riders, teams and manufacturers. The resolutions require a simple majority and in the case of a tie, the chairman will have a casting vote. Decisions shall be effective subject to the approval of the Permanent Bureau.

#### **30.4.3 Series of Meetings**

A series of meetings in the form of National Meetings open to Foreign Participation which are held in several countries and in which riders of different FMNs take part must be subject to a request for inscription in the corresponding Calendar.

When the title of FIM World Championship or Prize Event has been granted to a series, any authorisation of another series may be conditioned by the requirement that the organisers of the other series take all reasonable measures required by the FIM in order to avoid any confusion between the two series.

### **30.5 CLASSIFICATIONS**

The classifications for riders, passengers, teams and manufacturers are established in accordance with the Appendices and Regulations of the corresponding categories of meetings or disciplines.

## **30.6 MEDALS AND DIPLOMAS AWARDED BY THE FIM**

### **30.6.1 Awards for the FIM World Championships and Prize Events designated for Riders/Passengers**

For the World Championships designated for riders and passengers (if included), the following awards will be given:

- first place                    1 gold medal and 1 FIM Diploma
- second place                1 silver medal
- third place                    1 bronze medal

For the FIM Prize Events designated for riders and passengers (if included), the following awards will be given:

- first place                    1 gilt medal and 1 FIM Diploma
- second place                1 silver medal
- third place                    1 bronze medal

### **30.6.2 Awards for the FIM World Championships and Prize Events designated for Manufacturers**

The manufacturer winning the World Championship in question receives:

1 FIM Diploma

### **30.6.3 Awards for the FIM World Championships designated for Teams**

For World Championships designated for Teams, the following awards will be given:

- first place                    1 FIM Diploma to the team and 1 gilt medal for each of the riders involved
- second place                1 silver medal for each of the riders involved
- third place                    1 bronze medal for each of the riders involved

### **30.6.4 Awards for FIM Team Prizes**

Awards for the above-mentioned competitions will be given according to the regulations quoted in the appropriate Appendix for the discipline concerned.

## **30.7 CHALLENGES AND TROPHIES**

In the case of FIM World Championships and Prize Events, no challenge or trophy can be awarded without prior approval of the Board of Directors.

Following the proposal of the appropriate Commission, the Board of Directors will decide upon the regulations for the awarding of such challenges and trophies if they are not already stipulated in the corresponding competition appendices and regulations.

A holder of a challenge or trophy is responsible for any damage or loss that may occur during the period it is in their possession.

## **40 OFFICIALS**

### **40.1 DIRECTION AND CONTROL OF MEETINGS**

The direction and control of meetings, as well as the disciplinary procedure, are the responsibility of the Officials (see 40.2.1. below).

#### **40.1.1 Officials**

The officials in charge of different functions at an event are as follows:

- FIM Chief Steward and Stewards
- Jury President and Members
- Referee
- Race Director
- Members of the Race Direction
- Safety Officer
- Clerk of the Course
- Technical Director
- Medical Director
- FMN Delegate/Sporting Steward
- FIM Technical Steward
- **FIM Sustainability** Steward
- Chief Medical Officer (CMO)
- Starter
- Timekeeper
- FIM Representatives
- FIM Delegates (Medical, Technical, **Sustainability...**)
- Secretary of the Jury
- Officials and marshals in charge of safety and running of the event

The Commissions, depending on the specificities, have the possibility to define additional Officials listed in the specific Appendices and Regulations.

## **40.1.2 Qualification of Officials**

The FIM and the FMNs shall nominate candidates whose aptitude and integrity for the position can be fully justified. Official FIM approval is given only after the candidates have proved to be competent according to the special requirements for each discipline. The respective Commissions and Panels organise seminars which are compulsory for certain Officials.

An Official may not be a rider, passenger, team member, assistant, manufacturer's representative or sponsor involved in the meeting.

## **40.1.3 Officials who hold a FIM Licence**

When on duty at FIM World Championships or Prize Events, some officials, as defined by the Regulations and Appendices of the relevant Commissions, must be a holder of the appropriate FIM international official's Licence which must be valid for the current year.

## **40.2 APPOINTMENT OF OFFICIALS**

### **40.2.1 Officials for FIM World Championships and Prize Events with or without a FIM promoter**

The Officials for FIM World Championships and Prize Events are appointed by the respective FIM Commissions, Panels and, if necessary, the relevant bodies established by the contract (see 30.4.2.1) between the FIM and its promoter and/or the FMNR in accordance with the respective Appendices and Regulations.

### **40.2.2 Officials for CONU Continental Championships**

The Officials of a CONU Continental Championship are appointed by the FMNR and/or by the CONU in accordance with the CONU Regulations.

### **40.2.3 Officials for Classic Events**

The Officials are appointed by the FMNR in accordance with its Regulations.

### **40.2.4 Officials for National Meetings open to Foreign Participation**

The Officials are appointed by the FMNR in accordance with its Regulations.

#### **40.2.5 Officials for Continental Meetings**

The Officials are appointed by the FMNR in accordance with its Regulations and/or by the corresponding CONU.

#### **40.2.6 Officials for National Meetings**

The Officials are appointed by the FMNR in accordance with its Regulations.

#### **40.3 FIM DELEGATE / FIM REPRESENTATIVE**

In addition to the aforementioned officials, the Board of Directors may appoint Delegates or Representatives for representation or supervision purposes.

#### **40.4 TERMS OF REFERENCE OF OFFICIALS**

The terms of reference of the Officials and/or bodies are defined in the respective Appendices and Regulations.

### **50 INTERNATIONAL JURY AND FIM STEWARDS**

#### **50.1 THE INTERNATIONAL JURY (JI)**

##### **50.1.1 Composition**

The International Jury (JI) consists of a President and at least two Jury Members, including a member appointed by the FMNR. If necessary, the Board of Directors may depart from this composition and determine another one. Only the President and two Jury Members have voting rights.

If possible, the International Jury will also include a Medical Delegate and a Technical Delegate, without voting rights.

The following persons are entitled to attend the meetings of the International Jury but without voting rights:

- The Clerk of the Course.
- The Members of the Board of Directors, the Directors of the Commissions, the FIM Chief Executive Officer, the Deputy Chief Executive Officer, the Sports Director and the administrative staff of the sporting Commission concerned.

- The **Sustainability** Steward
- The FIM **Sustainability** Delegate
- Any person invited by the President of the Jury

### **50.1.2 Appointments**

For FIM World Championships and Prize Events with or without a FIM promoter, the International Jury is proposed by the Commission concerned and appointed by the FIM, except for the member appointed by the FMNR.

The FIM Delegates (**Sustainability**, Medical, Technical,...) are proposed by the Commission concerned and appointed by the FIM.

For National Meetings open to Foreign Participation, the President and the members are appointed by the FMNR.

For Continental Meetings, the President and the members are appointed by the relevant CONU.

### **50.1.3 Terms of reference of the International Jury present at a meeting**

The International Jury exercises supreme control during the meeting in respect of the application of the FIM rules as well as the adjudication of penalties except when otherwise provided for in the Regulations and Appendices.

When present, the International Jury is the only tribunal of the meeting competent to adjudicate upon any protest that may arise during a meeting.

The International Jury must settle any dispute and impose penalties according to the provisions laid down in the Disciplinary Code.

The International Jury is entitled either on its own initiative or on request of the organiser or the Race Director or Clerk of the Course, to delay the start of a meeting, to have the circuit, track or venue improved, to stop or cancel the meeting for reasons of safety or “force majeure”.

## **50.2 THE FIM STEWARDS**

### **50.2.1 Composition and appointment**

The Regulations of a World Championship in partnership with a contractual FIM promoter may appoint one or three FIM Stewards for each event. In the case where three Stewards are appointed, then they shall be supervised by the Chief Steward who will chair the meetings.



### **50.2.2 Quorum and majority**

If three Stewards have been appointed, the quorum for a meeting is two persons. Decisions are taken on a simple majority. In the case of a tie, the Chairman will exercise a casting vote.

### **50.2.3 Terms of reference of the FIM Steward(s)**

The FIM Steward(s) is (are) responsible for:

- Ensuring that the meeting is conducted according to the relevant FIM World Championship and Prize Events Regulations and Appendices.
- Hearing and adjudicating on any appeal against a decision of the Race Direction, pursuant to the Regulations and Appendices applicable.

### **50.3 FIM EVENTS WITHOUT INTERNATIONAL JURY**

The supervision of the FIM Championships and Prize Events, with or without a promoter, can be entrusted to other bodies, as defined in the Regulations and Appendices of the respective sporting commissions.

## **60 PARTICIPANTS**

Participants are persons or corporate entities other than Officials, but holders of the appropriate FIM licence who are participating in a meeting in any capacity whatsoever.

The rider shall represent only one country shown on his passport.

In the case of multiple nationalities, the rider shall choose the country he will represent at the start of his career when he orders his first FIM licence.

**In the event that the first order of a FIM licence was placed when the rider was a minor, he has the possibility to request for a change of sporting nationality when he makes his first application for a FIM licence following the acquisition of his legal majority. The applicable legal age of the majority will be the one laid down by the country of the desired sporting nationality.**

In the event of loss or change of nationality or **cases considered exceptional by the FIM**, the rider may request a change of sporting nationality to the FIM, but only before the start of a season (when he orders his new FIM licence).

## **60.1 NATIONAL OR CONU TEAMS PARTICIPATING IN A FIM EVENT**

National teams are nominated exclusively by their respective FMN. An organiser is not entitled to designate national teams.

Riders of national teams must be holders of the passport of the country which they represent.

CONU teams are nominated exclusively by their respective CONU. Only riders whose nationality are not already represented by a national team are entitled to be part of the CONU team. A CONU team (minimum two countries) is composed of several riders from different nationalities. These riders must hold the appropriate FIM licences issued by the FMNs affiliated to the CONU.

## **60.2 PARTICIPANT(S) IN A MEETING**

Participants in a meeting are FIM Licence holders defined hereafter:

- The rider is a person driving a vehicle in a discipline controlled by the FIM.
- The passenger (or copilot) is the person teaming up with the rider during a meeting for sidecars or SSVs.

The team is a corporate body, association or company involving one or more participants at a FIM Event.

- The manufacturer is a person or corporate entity producing a motorcycle used during a meeting.
- The Trial Assistant is the person assisting a rider according to the relevant Appendices and Regulations.

## **60.3 ACCEPTANCE OF RESULTS AND PUBLICATION**

All participants taking part in a meeting are bound to accept the official results as well as the decisions of the FIM and have no right, subject to the exhaustion of any remedies provided for, to object to their publication.

## **60.4 AGE OF RIDERS AND PASSENGERS**

The sporting Commission and/or relevant bodies are competent to determine the minimum age for each and every discipline and category of meetings after having previously consulted the International Medical Commission. Under no circumstances, the minimum age of a rider competing in a FIM meeting shall be under 10 years.

The minimum ages are laid down in the Appendices, Regulations and the FIM Medical Code.

The minimum age for each and every discipline and category of meetings start on the rider's minimum age birthday.

The CONUs may establish different minimum ages for their Continental Meetings and Continental Championships.

For applicants aged over 50 years, refer to the relevant provision in the Appendices, Regulations and FIM Medical Code.

## **60.5 LIABILITY AND ACKNOWLEDGMENT OF RISKS**

The participant in an official meeting exonerates the FIM, the FMNR, the CONUs, the FIM promoters, the organisers and the officials, their employees and officers and agents from any and all liability for any loss, damage or injury which he may incur in the course of an official meeting or the training thereof. Article 110.3 of the Sporting Code contains a specific provision.

Furthermore, the participant undertakes to indemnify and hold harmless the FIM, the FMNR, the CONUs, the FIM promoters, the organisers and officials, the employees, officers and agents, from and against any and all liability to third parties for any loss, damage or injury for which he is jointly and severally liable.

The Participant acknowledges and agrees that he takes part in an official meeting at his own risk and assumes full responsibility for any and all damages, loss or injury caused to a third party and/or to himself by him or by his motorcycle arising from his participation in an official meeting.

## **60.6 ADVERTISING ON RIDERS AND MACHINES**

During the meetings held under the authority of the FIM, advertising on riders and machines is permitted.

Advertising is authorised on dedicated spaces defined by the FIM in meetings for national teams, provided that such advertising does not overlap with the dedicated space reserved for the national federations.

Furthermore, the rider, passenger, team, sponsor and manufacturer undertake that all advertising shall be in keeping with the ethical standards defined by the FIM and respect the advertising laws (cigarettes, alcohol, etc.) of the country of the FMNR.

For FIM World Championships and Prize Events organised in partnership with or without a contractual FIM Promoter, the respective Regulations, Appendices and Guidelines apply.

## **60.7 WORLD CHAMPIONS AWARDS CEREMONY**

A rider (or passenger) having won a World Championship title, in any class or discipline, must be present, at the FIM's expense, at the prize-giving ceremony organised each year by the FIM. A rider (or passenger) who does not attend the ceremony will be subject to a fine of CHF 10'000.- minimum and of CHF 100'000.- maximum.

## **70 FIM LICENCES**

FIM licences are the only licences authorised for FIM World Championships and FIM Prizes and are the responsibility of the FIM.

Continental licences, national licences open to foreign participation and national licences are not the responsibility of the FIM.

### **70.1 ISSUING, SUSPENSION AND WITHDRAWAL**

The granting of a FIM Licence may not be refused if the candidate fulfils the criteria of attribution established in the relevant regulations.

All FIM Licences are supplied by the Administration and issued by the FMN of the applicant, except where otherwise provided for in Article 7.2 of the Financial Regulations.

The FIM or an FMN may:

- refuse to issue a FIM Licence for justifiable reasons. Any denial must be notified in writing and state brief reasons.
- withdraw or suspend a FIM Licence following the pronouncement, by the FIM or the FMN of the Licence holder, of a final disciplinary sanction.

The fact of taking part in meetings which are not authorised by the FIM or its FMNs cannot justify a withdrawal of a licence.

## **70.2 FIM LICENCE FOR PARTICIPANTS**

The FIM Licence is the document necessary for any individual or corporate entity wishing to participate in any capacity in the meetings organised under the authority of the FIM and/or the CONUs.

The holder of a FIM Licence commits himself to respect the FIM Codes, Regulations, Appendices and Instructions as well as those of the FMN issuing the licence, and to accept the penalties applicable in case of infringement of these regulations.

### **70.2.1 FIM Licence for riders, passengers and national teams**

- <sup>1</sup> The FIM rider's Licence is the document which allows riders to participate in meetings organised under the authority of the FIM and/or the CONUs.
- <sup>2</sup> The rider's Licence for FIM World Championships and Prize Events and for Continental Championships is established in accordance with the relevant Appendices and/or Regulations of the competition concerned.
- <sup>3</sup> The FIM passenger's Licence is valid only for participation as a passenger.
- <sup>4</sup> The FMNs are responsible for the issuing of the licences valid for Continental Meetings. The CONUs must provide the FIM with their system of validity of riders' continental licences. To be valid, continental licences must be ordered by the FMNs through the FIM Extranet application.
- <sup>5</sup> The FMNs are responsible for the issuing of the licences valid for National Meetings and National Meetings open to Foreign Participation respecting the system of validity of riders' licences published annually in the FIM Yearbook and Website. To be valid, international licences must be ordered by the FMNs solely through the FIM Extranet application.

<sup>6</sup> Before issuing a FIM Licence valid for FIM Championships, Prize Events, Continental Championships or National Meetings open to Foreign Participation, the FMN must establish the identity, the nationality and/or the permanent residence of the applicant, his age, his state of health and his aptitude to participate in the meetings for which the licence is requested. Furthermore, the FMN must ensure that the applicant is not suspended or disqualified by the FIM or a FMN for regulatory or disciplinary reasons.

<sup>7</sup> A FIM Licence may be issued to a foreign rider, after the FMN to whom the application is made has obtained the approval (release) of the FMN of the country of which he is a national or in which the applicant is a permanent resident. This FMN has the possibility to impose upon the applicant the subscription of a national rider's Licence before issuing the release for the FIM Licence valid for FIM Championships and Prize Events. This release will remain valid for as long as the circumstances in which it was granted, i.e. nationality and/or permanent residence, do not change. In case of dispute, the matter shall finally be resolved by the **International Court of Appeal (CAI)**.

<sup>8</sup> Nevertheless, should a rider be invited by the FMN of a country from which he possesses a passport to join during that same year the national team of that FMN, this rider is entitled to participate with his current valid licence for the discipline and/or championship concerned.

<sup>9</sup> A rider with several nationalities may join only one national team in a year.

<sup>10</sup> In the case of meetings in which part of the meeting takes place on public roads, the rider must be in possession of a valid driving licence for motorcycles - if this is a legal requirement of the country in which the meeting takes place - together with a valid FIM rider's Licence.

### **70.2.2 FIM Licence for Trial assistants**

The Trial assistant's Licence is valid only for participation as a registered assistant pursuant to the relevant Appendices and Regulations.

### **70.2.3 FIM Licence for manufacturers**

The FIM issues three types of international manufacturers' licence:

Blue licence: Reserved for manufacturers producing more than 5'000 motorcycles.

Green licence: Reserved for manufacturers producing more than 500 and less than 5'000 motorcycles per year.

Red licence: Reserved for manufacturers producing less than 500 motorcycles and/or frames per year.

The FIM manufacturers' Licences, are compulsory in order to allow the holders to participate each year in the Manufacturers' Championships; to have their trade mark represented in the official results; to enter riders under the name of their trade mark in meetings recognised by the FIM as well as to advertise the participation of their trade mark in motorcycle meetings. It also allows manufacturers/constructors to homologate their motorcycles, in conformity with the FIM Regulations and/or Technical Rules.

Applications for FIM manufacturers' Licences must be submitted yearly to the Administration.

#### **70.2.4 FIM Sporting Team Licence per discipline**

The FIM issues an international sporting Team Licence per discipline which entitles teams to enter riders under their name at FIM World Championships and Prize Events.

The FIM sporting Team Licence per discipline is established in accordance with the relevant Appendices and Regulations of the discipline in which it takes part.

The Team Licence entitles a team to enter its riders under its teams' name and to have its team's mentioned in the official results without prejudice to the regulations of FIM World Championships and Prize Events organised in partnership with a contractual FIM promoter.

#### **70.3 FIM OFFICIAL'S LICENCE**

The FIM issues an Official's licence to every Official duly nominated by his own FMN or by the relevant Sporting Commission having successfully attended a relevant seminar or, when a seminar is not required, to every qualified Official duly nominated by his own FMN. The validity of the licence is indicated on the licence itself.

The Official's licence holder may use the licence only if he has been duly appointed as an Official for the meeting concerned.

## **70.4 FIM PRESS CARD**

The FIM issues FIM Press Cards to recognised journalists and photographers of the motorcycle sports media.

The authorities of any meeting organised under FIM jurisdiction are requested to extend to the holder of the FIM Press Card any facilities enabling him to carry out his professional duties. The holder of the FIM Press Card agrees to abide by the rules, conditions and limitations imposed by the organisers to ensure the proper and safe conduct of the meeting.

The Press Card is issued to the holder at his own risk and he assumes full responsibility for it. This card is not transferable and improper use will result in its immediate withdrawal and cancellation.

## **100 SUPPLEMENTARY REGULATIONS, OTHER DOCUMENTATION AND SUNDRY ORGANISATIONAL MATTERS**

### **100.1 NATIONAL CODE AND APPOINTMENT OF OFFICIALS**

The FMNR Sporting Code must be drawn up in accordance with this Sporting Code. Each FMN is responsible for the appointment of any Committee, National Commission or of any other body as well as the necessary officials for the organisation of meetings within its territory.

### **100.2 LEGAL AUTHORISATIONS**

No meeting may be organised before all the necessary legal authorisations have been obtained by the organiser.

### **100.3 SUPPLEMENTARY REGULATIONS (SR)**

The Supplementary Regulations (SR) include all additional information and details relative to a particular meeting which are not stated in the FIM Codes, Appendices and Regulations.

The SR must in no case be in contradiction with the FIM Sporting Code, its Appendices and Regulations and are to be drawn up in conformity with the standard model laid down in the corresponding Appendices and Regulations.



## **100.4 OFFICIAL PROGRAMME**

The programme, as well as all other announcements useful to spectators, should, in particular, include the following information:

- List of riders, passengers, name of the riders' official sponsor, FMN issuing the licence, name of the country issuing the passport for each race or heat.
- List of manufacturers of motorcycles for each race or heat.
- Time schedule of the meeting.
- The names of the representatives of the Race Direction and/or the Clerk of the Course and the Officials in charge of the safety and running of the event.
- The names of the FIM Chief Steward and the Stewards, or the President and Members of the International Jury.
- Provisions for the respect of the Environmental and Safety rules for the public.

## **100.5 DRAWING UP OF THE OFFICIAL DOCUMENTS**

Official documents relating to a meeting under the auspices of the FIM (SR, programme, entry form, etc.), must state that it is "organised in accordance with the FIM Sporting Code, Appendices and Regulations". It must bear the official logo of the FIM and the meeting's registration number (IMN).

## **100.6 PRELIMINARY VERIFICATIONS**

Before the start of official practice, verifications of administrative, medical and technical matters are carried out pursuant to the relevant Appendices and Regulations.

During a meeting the rider or the Team is responsible for their machine to be in conformity with the rules.

## **100.7 SAFETY**

Safety during a meeting (for participants, spectators and officials) must be a priority for the organiser.

## **100.8 FIRST AID**

Medical and First Aid facilities required for a meeting are laid down in the Medical and Anti-Doping Codes and the relevant Appendices and Regulations.

## **100.9 FIRE PRECAUTIONS**

Adequate precautions must be taken to eliminate the risk of fire in the pits, closed parks, paddock, refuelling area and all other risk areas.

## **100.10 ENVIRONMENT**

The rules and recommendations relative to the measures to be taken in order to protect the environment during an event are stipulated in the FIM Environmental Code.

## **110 INSURANCES**

### **110.1 THIRD PARTY LIABILITY INSURANCE**

#### **110.1.1 Third Party Liability Insurance for FIM World Championships, Intercontinental Championships and Prize Events without an FIM promoter**

The organiser of a FIM Championship, Intercontinental Championship or Prize Event must provide the FIM Administration, no later than 20 days prior to the event, with a copy of the insurance policy written in English or French to cover his own liability and that of all participants, the manufacturers, riders, passengers, sponsors and officials in case of damage to third parties during the meeting or during the practices. The insurance policy shall also cover any possible liability of the FIM to third parties.

The minimum amount of coverage, which shall not be less than the minimum standards provided for by the national laws of the country in which the relevant event is taking place, is defined regularly by the Board of Directors and published and circulated by the FIM.

The third party liability insurance will come into effect two days before the official practice session and will terminate two days after the last race day.

### **110.1.2 Third Party Liability Insurance for FIM World Championships, Intercontinental Championships or Prize Events organised in partnership with a contractual FIM promoter**

The contractual FIM promoter shall obtain insurance for third party liability for each meeting corresponding to the relevant contract to cover his own liability and that of all participants, the manufacturers, riders, passengers, sponsors and officials in case of damage to third parties during a meeting or during the practices. The insurance policy shall also cover any possible liability of the FIM and the organiser to third parties. A copy of the insurance policy written in English or French shall be made available to the organiser and to the FIM Administration not later than 20 days prior to the event.

The minimum amount of coverage, which shall not be less than the minimum standards provided for by the national laws of the country in which the relevant event is taking place, is defined regularly by the Board of Directors.

The third party liability insurance will come into effect two days before the official practice session and will terminate two days after the last race day.

### **110.2 ACCIDENT INSURANCE FOR RIDERS, PASSENGERS, TRIAL ASSISTANTS AND TEAMS**

**By** issuing a FIM Licence to riders, passengers, Trial assistants or teams, an FMN or any entity allowed to do so by the FIM, must certify that the riders are insured for personal accidents covering death, permanent disability, medical treatment and repatriation. The minimum compulsory benefits to be covered by this insurance must be equivalent to the benefits in EUR as published and circulated by the FIM. The insurance must be valid for all competitions and official practices.

The organiser of a Cross-Country rally event counting towards a FIM World Championship or Prize Event as well as a National Meeting open to Foreign Participation must take out, at his cost, compulsory insurance (research, extraction, medical treatment and repatriation) for all riders entered in his event. (For specifications of this insurance policy please refer to the circular letters sent by the FIM).

FMNs may apply special additional conditions to their own FIM Licence holders concerning the benefits to be applied if the FIM minimum levels are not adequate according to their standards.

### **110.3 LIABILITY FOR MATERIAL DAMAGES**

Neither the FIM, the contractual FIM promoter, the FMNR, nor the Organiser may be held responsible for any damage sustained by a racing or reserve motorcycle taking part in an official meeting or by its accessories or other equipment during the meeting or the practices, howsoever caused, either by fire, accident, theft, deterioration or by any other means.

The organiser is, however, responsible for the motorcycles which are placed under his exclusive custody and control in a parc fermé.

### **120 ENTRIES AND ACCEPTANCES FOR FIM MEETINGS**

All provisions concerning acceptances, cancellations and refusals of entries, non-participation in a meeting and reimbursement of fees are stated in the relevant Appendices and Regulations.

### **130 BEGINNING AND RUNNING OF A MEETING**

#### **130.1 BEGINNING OF THE MEETING**

A meeting starts with the first technical control and verification.

#### **130.2 RULES DURING THE MEETING**

All rules and provisions to be applied during a meeting are laid down in the corresponding Appendices and Regulations.

### **140 AFTER THE MEETING**

#### **140.1 FINAL CONTROL**

Any rider or motorcycle having participated in a meeting may be examined.

Any infringement to the regulations regarding the conformity of the motorcycles including fuel and coolants may be sanctioned according to the relevant Codes, Appendices and Regulations.

## **140.2 MODIFICATION OF THE CLASSIFICATION**

If a penalty has been imposed, the classification must be modified accordingly.

## **140.3 LOSS OF THE RIGHT TO AN AWARD**

Any rider disqualified from the classification forfeits his right to any award in that meeting, subject to his right of appeal.

## **140.4 PAYMENT OF TRAVEL EXPENSES AND PRIZE MONEY**

Payment of any travel expenses and prize money - if any - will be made according to the relevant Appendices, Regulations and/or the Supplementary Regulations.

## **140.5 END OF A MEETING**

A meeting is not considered to be finished until the time-limits for protests and appeals have elapsed and all protests and appeals have been settled.

If an appeal is lodged, the results cannot be considered as definitive until a final decision has been taken.

The riders placed first, second and third will be asked to attend the official prize-giving ceremony, if any.

The race control must remain operative with all equipment in place until the end of the period for lodging a protest. All officials and marshals must remain at the circuit and be available to the International Jury, the Race Direction and FIM Stewards.

## **140.6 RESULTS OF FIM WORLD CHAMPIONSHIPS AND PRIZES**

All provisions concerning the transmission without delay of the final results of the FIM World Championships and Prize Events to the Administration are stated in the relevant Appendices and Regulations.

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# **Disciplinary Code**

**EDITION 2025**



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Any references to the male gender in this document are made solely for the purpose of simplicity, and refer also to the female gender except when the context requires otherwise.

## 2025 DISCIPLINARY CODE

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## 2025 DISCIPLINARY CODE

### 1. PRINCIPLES AND SCOPE OF APPLICATION

#### 1.1 Principles

Specific rules may be laid down in the regulations of the various FIM disciplines. Where applicable, such specific rules shall take precedence over the general rules of this Code.

#### 1.2 Scope of application

Proven violation or non-observance of the provisions of this Code and the various FIM regulations will be subject to the penalties laid down in this Code, subject to the specific rules laid down in the regulations of the various disciplines.

This Code applies in particular to any natural or legal person participating in any capacity whatsoever in FIM meetings, as defined in article 30 of the Sporting Code.

FIM licence-holders are responsible for proven violation or non-observance of the provisions of this Code and the various FIM regulations by those around them.

In principle, this Code applies from the start of FIM meetings until their end, as provided for in articles 130.1 and 140.5 of the Sporting Code, subject to the specific provisions of this Code.

### 2. PENALTIES

The penalties are:

- warning;
- fine;
- time and/or points and/or distance penalty;
- drop of position(s);
- disqualification;
- withdrawal of Championship points;
- suspension;
- exclusion.

## 2.1 Definition and application of penalties

- **warning:** reminder of the rules;
- **fine:** financial penalty up to: EUR 100'000;
- **time and/or point and/or distance penalty or suppression of time:** imposition of time or points or distance affecting the rider's actual result or suppression of time;
- **drop of position(s):** the rider must drop back the number of positions indicated;
- **disqualification:** entails automatically and independently of any other penalty, the invalidation of the results obtained in a meeting, event, practice, race or ranking;
- **withdrawal of Championship points:** entails the loss of points from FIM meetings, as defined by article 30 of the Sporting Code;
- **suspension:** entails the loss of all rights granted to FIM licence holder or the prohibition from taking part in certain or any of the activities under FIM control for a specified period of time. The application of this penalty may be conditionally deferred for a period of up to a maximum of two years;
- **exclusion:** entails the complete loss of all rights of participation in any activity under FIM control. This exclusion is adjustable over time.

The regulations of each discipline shall specify the list of penalties that may be imposed, within the limits set by this article.

## 2.2 Specific penalties

Specific penalties for certain offences may be provided for in the Sporting Code, the Medical Code, the Anti-Doping Code, the Code of Ethics, the Environmental Code, the appendices, the regulations and/or Supplementary Regulations.

## 2.3 Plurality of penalties

Any offender may have several penalties pronounced against him according to the circumstances.

Certain penalties entail suspension of the licence delivered by the FIM until the penalty inflicted has been fulfilled.

## **2.4 Principles applicable to sanctions**

The nature and seriousness of the offence, the degree of fault and the conduct of the offender, as well as other relevant circumstances, must be taken into account in order to impose a proportionate sanction.

## **3. FIM DISCIPLINARY AND APPEAL BODIES**

The disciplinary and appeal bodies of the FIM are the following:

- a. The bodies present at a meeting, namely, where appropriate, the International Jury (JI), the Race Direction or Director, the Referee, the FIM Stewards Panel and the FIM Appeal Stewards Panel;
- b. The International Court of Appeal (CAI).

The CAI may also be referred to as the MotoGP Court of Appeal, the WSBK Court of Appeal or the EWC Court of Appeal, depending on the specific regulations for each discipline.

### **3.1 Bodies present at a meeting**

Not all the disciplinary bodies listed in article 3.a of this Code are systematically present at a FIM meeting. The following provisions describe these bodies when they are actually present, in accordance with the specific regulations of the corresponding disciplines.

The Race Direction is constituted of one or more officials in accordance with the regulations of the corresponding discipline. It has disciplinary powers if these are provided for in the various discipline regulations.

The Referee is the person appointed in certain sporting disciplines in accordance with the regulations of the corresponding discipline. He has the disciplinary powers set out in the various discipline regulations.

The International Jury (JI) has disciplinary powers in accordance with the regulations of the corresponding discipline.

The FIM Stewards Panel has disciplinary powers in accordance with the regulations of the corresponding discipline.

The FIM Appeal Stewards Panel is the body responsible for appealing on the spot against decisions made by the FIM Stewards Panel in accordance with the regulations of the corresponding discipline.

## **3.2 International Court of Appeal (CAI)**

All CAI judges are members of the List of the International Judges (LJI), which is headed by a Director. The CAI is supported by an independent Secretariat General.

### **3.2.1 List of the International Judges (LJI)**

#### **3.2.1.1 Constitution**

The LJI shall consist of members put forward by the FMNs who are then appointed by the Board of Directors. The LJI Director is also appointed by the Board of Directors. Appointments are confirmed by the General Assembly in accordance with the FIM Statutes.

#### **3.2.1.2 Qualifications**

In order to qualify for appointment to the LJI, a candidate must be in possession of a Law degree at the University level. He must be able to express himself in at least one of the official languages of the FIM. He cannot however be an officer or a licence holder of the FIM.

#### **3.2.1.3 Mandate**

The term of office of the members of the LJI is four years and is renewable.

This term of office begins to run from the day of the General Assembly confirming the appointment of the member concerned. As all members' terms of office expire at the same time every four years, if a LJI member begins his term of office during a four-year period, his term of office is valid for the period remaining before the next renewal. If the term of office of a member of the LJI expires while proceedings for which he has been appointed judge have not been completed, his term of office shall exceptionally be extended until the end of those proceedings.

Any member who does not attend two consecutive meetings of the LJI may be removed from office by the Board of Directors, unless he gives reasons deemed valid by the LJI Director.

### **3.2.1.4 Status and powers**

After confirmation of their appointment by the General Assembly, the members of the LJI shall sign a declaration in which they solemnly undertake to act, in all circumstances, with independence, confidentiality, impartiality and integrity, as well as to disclose possible conflicts of interest, whether they are financial, personal, or of loyalty.

The members of the LJI, through the LJI Director, may make recommendations to the Board of Directors on amendments to this Code.

### **3.2.2 CAI judging panel**

#### **3.2.2.1 Constitution**

As soon as possible after the filing of a referral to the CAI, one (1) single judge or a panel of three (3) judges is appointed by the Secretary General of the CAI from the members of the LJI. If there is more than one judge, a president of the panel is appointed by the Secretary General.

Each judge must remain impartial and independent of the parties at the time he accepts his appointment and throughout the proceedings. For each case, the judges must sign a declaration of independence and disclose in writing to the Secretary General any facts or circumstances that might call into question their independence or give rise to reasonable doubts as to their impartiality.

In the event that the single judge or the president of the panel has not yet been appointed, their tasks will be carried out by the LJI Director if necessary.

#### **3.2.2.2 Notification to the parties and recusal**

For each case, the Secretary General will notify the parties of an expanded list of potential judges.

The parties have the right to submit a request for recusal of one or several judges on the list, with supporting reasons, within three days of receiving the notification of the list.

If the Secretary General considers that a reasonable objection is made, he must appoint one or more replacements among the other judges on the list.

The final choice of the judge(s) making up the judging panel will not be disclosed to anyone other than the judges themselves before the day of the hearing.

### **3.2.3 CAI Secretariat General**

#### **3.2.3.1 Secretary General**

The Secretariat General of the CAI is represented and directed by a Secretary General. He is an experienced jurist or lawyer whose main professional activity is outside FIM and motorcycling sport.

The Secretary General signs the declaration of independence provided for members of the LJI in article 3.2.1.4 of this Code.

#### **3.2.3.2 Responsibilities**

The Secretariat General is responsible for all material and procedural tasks allowing the CAI to carry out the functions assigned to it by this Code.

The Secretary General is in particular responsible for receiving and forwarding to the parties and the judges all documents relating to a case, organising the hearing and the notification of the CAI's decisions. He also maintains the complete collection of all decisions handed down by the CAI.

Unless otherwise instructed, the Secretary General has delegated signing authority from all the judges to sign on their behalf all correspondence exchanged with the parties in connection with cases, with the exception of the decision itself.

The Secretary General attends hearings and deliberations of decisions but may not take part in them.

#### **3.2.4 Competences**

The CAI has both contentious and advisory powers.

##### **3.2.4.1 Appeals relating to FIM meetings**

The CAI is competent to hear appeals against decisions taken by the disciplinary bodies referred to in article 3.a of this Code in accordance with the regulations of the corresponding discipline.

Such appeals may be lodged by a natural or legal person holding a FIM licence who is directly affected by the said decisions.

Any decision taken during a FIM meeting may be appealed, unless such an appeal would prejudice the smooth running of the meeting in progress. In accordance with this principle, it is the responsibility of each sporting



commission to determine in its regulations the cases in which an appeal would prejudice the smooth running of the meeting in progress.

After a meeting, the President of the FIM, the Executive Board or the Board of Directors may refer to the CAI all matters of violation or non-observance of the FIM regulations, under the conditions set out in article 5.2.1.1.b of this Code.

#### **3.2.4.2 Referral from a disciplinary body present at a meeting**

Any disciplinary body listed in article 3.a of this Code may refer a case before it to the CAI as provided in article 4.1.2.

#### **3.2.4.3 Appeals provided for by the Continental Unions (CONU)**

The CONU statutes and regulations may provide for the CAI's jurisdiction to hear certain appeals, subject to the prior exhaustion of the identified means of appeal.

#### **3.2.4.4 Appeals relating to the application of the FIM Statutes**

In accordance with article 5 of the FIM Statutes, the CAI is competent to hear appeals against decisions taken by the FIM bodies in application of the FIM Statutes and Regulations.

Such appeals may be lodged by an FMN or a natural or legal person directly affected by the said decisions.

#### **3.2.4.5 Appeals relating to ethical issues**

In accordance with article 7 of the FIM Code of Ethics, the CAI is competent to hear appeals against decisions taken by the Ethical Chamber.

#### **3.2.4.6 Jurisdictional limits in doping matters**

The CAI does not have jurisdiction in matters relating to doping.

#### **3.2.4.7 Advisory opinion**

Any FMN and any body of the FIM can ask the CAI for advice on any legal matter related to the interpretation or application of the provisions of the FIM codes and regulations.

## **4. PROCEEDINGS BEFORE THE DISCIPLINARY BODIES PRESENT AT A MEETING**

### **4.1 Provisions common to all procedures**

#### **4.1.1 Principle**

Specific rules may be laid down in the regulations of the various FIM disciplines for the proceedings applicable during a meeting. Where applicable, such specific rules shall take precedence over the general rules of this Code.

#### **4.1.2 Referral to the CAI**

Depending on the nature and complexity of the case, any disciplinary body listed in article 3.a of this Code whose decisions cannot be contested before another disciplinary body present at a meeting may refer a case to the CAI for processing.

#### **4.1.3 FIM Participation**

Article 5.1.1 on FIM participation before the CAI is also applicable to proceedings before the disciplinary bodies present at a meeting.

#### **4.1.4 Application of a sanction**

In the event of a proven violation or non-observance of the provisions of the present Code and the various FIM regulations, the disciplinary bodies present at a FIM meeting and established by the regulations of the corresponding disciplines have the jurisdiction to impose sanctions as described in articles 2 to 2.4.

#### **4.1.5 Manifest inadmissibility of a protest or an appeal**

If the protest or the appeal was not lodged in accordance with the relevant procedures set up by the present Code or the regulations of the corresponding discipline (for example, in the event of failure to meet the time limits or to pay the security deposit), the disciplinary bodies present at a meeting are entitled to declare inadmissible the protest or the appeal without hearing.

#### **4.1.6 Right of defence and hearing**

Any natural or legal person who is the subject of proceedings before one of the disciplinary bodies present at a meeting has the inalienable right to defend himself, in writing or orally, either in person or by proxy.

A party subject to proceedings may request a hearing from the disciplinary body present at the meeting. The latter will decide whether or not to hold a hearing. In the event of multiple parties, the organisation of a hearing requires the consent of all parties.

Any party subject to proceedings before one of the disciplinary bodies present at a meeting has the right to be represented by one defence counsel of his own choice, duly authorised, and at his own expense.

Among the elements of proof subject to the free assessment of the disciplinary body present at the meeting, a party to proceedings may also request the intervention of witnesses and experts, at his own expense.

#### **4.1.7 Content of the decision**

The decisions of the disciplinary bodies present at a meeting are reasoned and shall contain in particular: a. the name(s) of the official(s) making up the disciplinary bodies; b. the date of the decision; c. the names of the parties who took part in the proceedings; d. a statement of the facts; e. the grounds; f. the operative part and g. the signature of the official(s) making up the disciplinary bodies.

#### **4.1.8 Effect of the decision**

The decisions of the disciplinary bodies present at a meeting and referred to in article 3.a of this Code on the determination of penalties are immediately enforceable, as soon as they are notified.

#### **4.1.9 Notification of the decision**

The decisions of the disciplinary bodies present at a FIM meeting must be notified directly at the event venue, or, failing that, by electronic means or addressed by registered letter with acknowledgement of receipt or by e-mail with acknowledgement of receipt.

#### **4.1.10 Publication of decisions**

The disciplinary bodies present at a FIM meeting have the right to publish or to have their decisions published in any medium whatsoever and to quote the names of all parties concerned. The persons or bodies quoted in the various means of publication of the decision have no action against the FIM, the CONU or the FMN concerned or their representatives.

### **4.2 Protest**

#### **4.2.1 Right to lodge a protest**

Any natural or legal person, holder of a FIM licence, who considers to be directly prejudiced, during a meeting under the authority of the FIM, following dangerous, unsporting or fraudulent behaviour, riding or act, which has not been subject to a decision by the disciplinary bodies listed in article 3.a has the right to protest against such behaviour, riding or act.

#### **4.2.2 Procedure and time limit for protests**

All protests must be submitted in writing and signed by the natural person or his representative, or the representative of the legal person directly concerned. They shall be written in one of the two official languages of the FIM.

All protests must refer to a single subject only and may contain, in particular: a. a description of the subject of the dispute and the relevant facts; b. the FIM rules likely to be applicable; c. the claims and the claimant's arguments in support thereof.

In principle, a protest against the eligibility of a rider, passenger, team or a motorcycle entered must be made before the start of the official practice. Other protests must be presented within thirty (30) minutes at the latest of the publication of the results, unless otherwise provided in the regulations of the corresponding discipline.

Protests must be handed to an official in charge (as such as the Race Director, a Steward from the FIM Stewards Panel or the Referee) in accordance with the regulations of the corresponding discipline, together with the security deposit of: EUR 660.

### **4.3 Appeal to a disciplinary body present at a meeting**

#### **4.3.1 Disciplinary body responsible for appeals at a meeting**

The specific regulations of the corresponding discipline may provide that an appeal against a decision taken by a disciplinary body present at a meeting shall be lodged with a disciplinary appeal body also present at the meeting. In the absence of a disciplinary appeal body present at a meeting, the appeal must be submitted directly to the CAI.

#### **4.3.2 Right to lodge an appeal**

Any natural or legal person, holder of a FIM licence and who is directly affected by a decision taken during a FIM meeting has the right to lodge an appeal against such a decision.

#### **4.3.3 Decision subject to appeal**

Any decision taken during a FIM meeting may be appealed, unless such an appeal would prejudice the smooth running of the meeting in progress. In accordance with this principle, it is the responsibility of each sporting commission to determine in its regulations the cases in which an appeal would prejudice the smooth running of the meeting in progress.

#### **4.3.4 Procedure for lodging an appeal**

All appeals must be submitted in writing and signed by the natural person or his representative or by the representative of the legal person directly concerned. They shall be written in one of the two official languages of the FIM.

All appeals must contain, in particular, the contested decision of the first instance and the reasons for which it is contested.

The time limit for lodging an appeal is one (1) hour at the latest following the notification of the contested decision, unless otherwise indicated in the regulations of the corresponding disciplines.

Appeals must be handed in to an official in charge (such as the Race Director, a Steward of the FIM Stewards Panel or the Referee) in accordance with the regulations of the corresponding discipline, accompanied by the deposit of: EUR 1'320.

#### **4.3.5 Subsequent appeal to the CAI**

The decisions of these appeal bodies present at a meeting may be then appealed to the CAI as described in article 5.2 of the present Code, subject to the specific provisions of the discipline regulations.

### **5. PROCEEDINGS BEFORE THE CAI**

#### **5.1 Provisions common to all procedures**

##### **5.1.1 FIM participation**

In all proceedings before the CAI, the FIM is entitled to assert its interests or to explain its position as a party to the proceedings.

The intervention of the FIM is optional and left to the discretion of the Executive Board. Where appropriate, the Executive Board shall appoint in each case the person(s) who will represent the FIM.

According to this Code, the FIM enjoys the same rights and obligations as the other parties, as set out in this Code.

If the FIM is not a party to the proceedings, it may nevertheless submit its observations.

##### **5.1.2 Applicable law**

The applicable law is the regulatory texts of the FIM (Statutes, regulations, codes, other binding rules) in force, as well as Swiss law on a supplementary basis.

##### **5.1.3 Calculation of time limits**

In principle, time limits refer to calendar days and start to run on the first day following the day on which the event concerned occurs. If the last day of the period is a day that is not a working day in Switzerland in the canton of Vaud, the period ends on the day following that day.

The date of dispatch is decisive for the starting point of the time limits, and the parties must be in a position to prove this date of dispatch.

## **5.1.4 Parties' rights and representation**

Any natural or legal person subject to proceedings before the CAI has the inalienable right to defend himself, either in person or by proxy.

Any party convened before the CAI has the right to be represented by one defence counsel of his own choice and at his own expense. Adequate notice of his intention must be given to the Secretary General (identity of the defender and mandate issued by the represented party) in order that this may also be notified to all other parties in the case. Failure to do so may result in the CAI upholding an objection to such representation.

## **5.2 Appeal**

### **5.2.1 Referral to the CAI**

#### **5.2.1.1 Time limits for lodging an appeal**

The time limit for lodging an appeal relating to a FIM meeting is:

- a. five (5) days for the appellant from the date of notification of the contested decision.
- b. ten (10) days for the President of the FIM, the Executive Board or the Board of Directors from the date of the meeting concerned.

The time limit for lodging an appeal relating to the application of the FIM Statutes or an appeal provided for in the CONU Statutes or Regulations is ten (10) days from the date of notification of the contested decision.

The time limit for lodging an appeal against a decision of the Ethical Chamber is five (5) days from the date of notification of the contested decision.

#### **5.2.1.2 Notice of appeal**

To be admissible, the notice of appeal must be sent to the Secretariat General by registered letter with acknowledgement of receipt, e-mail with acknowledgement of receipt to the following e-mail: [secretariat.cai@fim.ch](mailto:secretariat.cai@fim.ch) or special courier with proof of delivery within the appeal deadline.

The notice of appeal shall be lodged in one of the two official languages of the FIM, the language of drafting determining the language of the case to be used by the other parties. Any document that is expressed in a language other than the language of the case must be accompanied by a translation of professional level into that language.

### **5.2.1.3 Security deposit**

A security deposit is required to lodge an appeal with the CAI. It must be paid to the Secretariat General within the appeal time limit.

The amount of the security deposit is: EUR 1'320.

### **5.2.1.4 Manifest inadmissibility**

If the CAI appeal was not lodged in accordance with the relevant procedures set up by the regulations or within the time limits provided for by this Code or the applicable regulations or the security deposit for appeal not paid in within the appeal time limit, the appeal is inadmissible.

The LJI Director then is entitled to declare inadmissible the appeal without hearing and without continuing the proceedings.

### **5.2.1.5 Effect of an appeal**

In principle, an appeal has no suspensive effect.

However, at the request of one of the parties, the single judge or the president of the panel may suspend the execution of the contested decision by means of a preliminary ruling in accordance with article 5.2.2.3 of this Code.

## **5.2.2 Organisation of the procedure**

### **5.2.2.1 Procedural timetable and notice of hearing**

Once the appeal has been lodged and the appeal security deposit paid, the Secretary General, in agreement with the single judge or the president of the panel, sets a provisional timetable for the exchange of written submissions and the date of the hearing. He will send it to the parties together with a convening notice to attend the hearing.

The timetable may be supplemented or amended by the single judge or the president of the panel at any time, on his own initiative or at the request of one or other of the parties, while respecting the fairness of the proceedings, the adversarial principle and the rights of the parties.

A party may, by reasoned application to the single judge or to the president of the panel, request an extension or modification of a time limit. However, there is no right to such an extension or modification. The time limit for appeal referred to in article 5.2.1.1 of this Code may not be extended.



Proceedings before the CAI comprise a written phase and an oral phase. Without prejudice to respect for the rights of the parties, the oral phase may be dispensed with at the proposal of one of the parties or of the single judge or the president of the panel. The elimination of this phase requires the consent of all the parties.

#### **5.2.2.2 Junction**

Several related cases of the same nature may be joined at each stage of the proceedings.

Consolidation is decided at the discretion of the single judge or the president of the panel.

Joined cases may be separated again by decision of the single judge or the president of the panel in the case

#### **5.2.2.3 Provisional measures**

A party may apply to the single judge or to the president of the panel for a stay of execution of the contested decision, as well as for interim measures, by means of a reasoned application addressed to.

In deciding whether to grant the measures requested, the single judge or the president of the panel shall take into account the risk of irreparable harm to the applicant, the prospects of success of the application on the merits and the importance of the applicant's interests as compared with those of the defendant.

At the reasoned request of a party, the decision granting or refusing provisional measures may be modified at any time in the event of change in circumstances by the single judge or the president of the panel.

#### **5.2.2.4 Expedited procedure**

In justified cases of urgency, the introduction of an expedited procedure may be requested by one of the parties by means of a reasoned application addressed to the single judge or to the president of the panel or may be decided by the single judge or the president of the panel on his own initiative.

### **5.2.3 Written phase of the procedure**

#### **5.2.3.1 Appellant's Grounds of appeal**

Within 10 days following the notice of appeal, the appellant shall submit his full grounds of appeal to the Secretariat General.

The grounds shall contain: a. a detailed description of the subject of the dispute and the relevant facts; b. the FIM rules likely to be applicable; c. the appellant's claims and d. his arguments in support thereof. Where appropriate, the written and recorded evidence relied upon by the appellant and a copy of the contested decision shall be annexed to the statement of case.

#### **5.2.3.2 Defendants' Grounds in response**

In accordance with the procedural timetable established at the start of the case, the parties may file a statement of defence with the Secretariat General.

Statements in response and annexes thereto must be drafted in the language of the proceedings. They must comply with the content requirements set out in article 5.2.3.1 of this Code for the appellant's Grounds of appeal.

#### **5.2.3.3 Evidence production**

If it is not possible to request evidence directly from the person holding it, or if a party refuses to provide evidence, a request to this effect may be made to the single judge or president of the panel, identifying the document concerned with sufficient precision and justifying its usefulness for the case.

#### **5.2.3.4 Transmitting and exchanging entries**

In principle, the parties may only file one written submission with annexes, either in appeal or in response.

However, on a reasoned application to the single judge or the president of the panel, they may be authorised to submit other written submissions, documents or exhibits to the CAI, in particular, if new matters of fact or law have come to light during the proceedings. The single judge or the president of the panel will allow or not the parties to submit other written submissions and sets the time limits within which these new written submissions must be produced.

The parties shall send all their submissions, documents and exhibits to the Secretary General, who is their single point of contact. The Secretary General is then responsible for making them available to the other parties or for forwarding them to the relevant addressee. This also applies to applications addressed to the single judge or to the president of the panel. The parties are invited to address all questions relating to the proceedings to the Secretary General, who is not, however, empowered to substitute his own assessment for that of the judges.

The parties must send a copy of their written submissions, documents and exhibits to the Secretariat General by e-mail with a request for acknowledgement of receipt, addressed to: [secretariat.cai@fim.ch](mailto:secretariat.cai@fim.ch).

### **5.2.3.5 Confidentiality**

At the reasoned request of a party, appropriate measures may be taken by the single judge or the president of the panel to ensure the confidentiality of certain information.

## **5.2.4 Oral phase of the procedure**

### **5.2.4.1 Identity of hearing participants**

Within the time limit specified in the procedural timetable and in advance of the hearing, the parties shall indicate to the Secretary General the identity of all persons who will participate on their behalf, as well as their role and relationship with the parties. In particular, they must indicate the identity of any witnesses or experts they wish to call.

### **5.2.4.2 Hearing timetable**

A provisional timetable for the hearing is drawn up by the Secretary General, in agreement with the single judge or the president of the panel and sent to the parties. It may be amended at any time by decision of the single judge or the president of the panel, on his own initiative or at the request of a party.

### **5.2.4.3 Hearing publicity**

In principle, the hearing shall be public. However, the single judge or the president of the panel may decide otherwise in exceptional cases.

The Secretariat General may also take steps (prior registration, accreditation, etc.) to ensure that the hearing is conducted in an orderly fashion.

### **5.2.4.4 In person and remote hearings**

In principle, hearings are held in person at the FIM headquarters. However, at the request of one of the parties or at the initiative of the single judge or the president of the panel, the hearing may take place by means of a videoconference, telephone conference or through any other means of communication. Such a method of conducting a hearing shall only take place with the consent of all parties involved.

A party, witness or expert, or any other person wishing to attend the hearing, may be authorised to attend and, where appropriate, take part in the hearing by videoconference or any other means of communication, on a reasoned request addressed to the single judge or the president of the panel.

#### **5.2.4.5 Conduct of the hearing**

The hearing is held by the single judge of the case or by the panel of judges and presided over by the president of the panel.

The hearing shall be conducted in the language of the proceedings. Should one of the parties, or one of his witnesses or experts, wish to use another language, he shall provide the necessary interpreters at his own cost.

Once the single judge or the president of the panel has opened the proceedings, in accordance with the adversarial principle, he will invite the parties involved to state their respective cases without the witnesses being present.

The CAI shall hear the various witnesses and experts in order to complete the evidence. The parties involved in the case shall have the right to question all witnesses and experts on their testimonials and reports.

Any member of the panel may, at any time during the hearing and with the president's approval, question any parties, witnesses and experts involved.

After the closure of the hearing, the parties are no longer authorised to submit any additional evidence unless the single judge or the president of the panel decides otherwise.

#### **5.2.4.6 Witnesses and experts**

Each party is responsible for the convening and appearance of his own witnesses and experts, as well as their expenses unless decided otherwise by the CAI.

The CAI may summon witnesses or experts. Their identity will be communicated to the parties in advance. Any costs incurred by them are included in the costs referred to in article 5.2.6 of this Code.

Testimonials and reports shall be given freely. The witnesses may only testify to the facts they know and shall not be allowed to express an opinion, unless the CAI should regard them as experts on a particular subject and should ask them to do so.

After having made their testimonials and reports, the witnesses and experts may not leave the courtroom, except with the agreement of the single judge or the president of the panel and shall not be allowed to speak to any other witness or expert who has still to make testimonials and reports.

#### **5.2.4.7 Absence from the hearing**

The parties summoned to the hearing must appear in person, by their authorised representatives in the case of a legal entity or be represented by counsel.

If any of the parties duly convened do not appear, judgment can be rendered by default.

The appellant must be present or duly represented. Failing this, the appeal will not be admissible and the costs shall be borne by the appellant.

#### **5.2.5 CAI decision**

##### **5.2.5.1 Date of pronouncement**

In principle, the CAI shall give its decision within 3 months of receiving the Grounds of appeal.

##### **5.2.5.2 Deliberations**

Decisions of the CAI will be reached in camera, without the presence of the FIM or any party, by a simple majority of votes. All members will have equal voting rights and abstention is not permitted.

Each member of the panel, or the single judge, binds himself to keep all deliberations secret.

##### **5.2.5.3 Content of the decision**

The CAI's decisions are reasoned and shall contain in particular: a. the name of the judge or judges hearing the case; b. the date of the hearing and the date of the decision; c. the names of the parties who took part in the proceedings and, where applicable, their representatives; d. a statement of the facts; e. the grounds; f. the operative part, including, where applicable, the apportionment of costs relating to the proceedings; g. the signature of the single judge or the president of the panel.

##### **5.2.5.4 Effect of the decision**

Unless the CAI decides otherwise, its decisions are enforceable as soon as they are notified.

##### **5.2.5.5 Notification of the decision**

Decisions must be notified to all parties concerned in writing, by registered letter with acknowledgement of receipt and by e-mail with acknowledgement of receipt. They must also be communicated to all the FMNs of the parties involved.

### **5.2.5.6 Rectification of the decision**

After notification of the decision to the parties, the CAI may, on its own initiative or at the request of one of the parties, rectify any clerical error contained in the grounds or in the operative part of its decision, without, however, altering or modifying its meaning.

### **5.2.5.7 Publication of the decision**

The decisions of the CAI are published on the FIM website, unless the CAI decides otherwise. It may also decide that publication will be in summary form or anonymised if the circumstances so justify.

Decisions may be the subject to a press release by the CAI or the FIM.

The persons or bodies named in the various media in which the decision is published have no action against the FIM, the CONU or the FMN concerned, nor against any person who made the said publication.

## **5.2.6 Procedural costs**

### **5.2.6.1 Determination of procedural costs**

The costs of the proceedings include all costs, fees and disbursements relating to the proceedings before the CAI from the time of referral to the delivery of the decision. However, they do not include defence costs and/or fees or costs relating to witnesses or experts, which remain the responsibility of the parties, unless the CAI decides otherwise.

The award of costs shall be determined in the decision that concludes the proceedings. The costs of the proceedings shall be awarded against the losing party, unless the CAI decides otherwise. If several parties are unsuccessful, the CAI shall decide how the costs are to be shared.

The exact amount of the costs is subsequently calculated by the CAI Secretariat General. They may be set at a flat rate.

### **5.2.6.2 Payment of fines and costs**

Financial measures (procedural costs or fines) pronounced by the CAI must be paid within 30 days of notification of the decision or receipt of the corresponding invoice.

In the event of late payment or absence of payment, the person or body affected by the decision shall be automatically suspended from participation in all FIM activities, until such time as full payment has been received by the Secretariat General, unless the judging panel decides otherwise.

### **5.3 Advisory opinion**

At any time, an FMN or a body of the FIM may refer to the CAI in order to obtain an advisory opinion on a legal question concerning the codes and regulations of the FIM. However, the question raised must not relate to a pending case.

#### **5.3.1 Referral to the CAI**

The request for an advisory opinion must be sent, in one of the two official languages of the FIM, by registered letter with acknowledgement of receipt, e-mail with acknowledgement of receipt or special courier with proof of delivery to the Secretariat General.

It may contain: a. a detailed description of the relevant facts; b. the FIM rules concerned; c. the question and the reasons for it and d. the position, if any, of the requesting party and his arguments in support of it.

#### **5.3.2 Organisation of the procedure**

The Secretary General, in agreement with the single judge or the president in charge of the opinion, sets, if needed, a provisional timetable. This is sent to the parties together with a notice to attend the hearing, if such a hearing needs to be organised.

#### **5.3.4 CAI opinion**

##### **5.3.4.1 Deliberations**

Opinions of the CAI will be reached in camera, without the presence of the FIM or any party, by a simple majority of votes. All the judges in charge of the opinion will have equal voting rights and abstention is not permitted.

Each member of the panel, or the single judge, binds himself to keep all deliberations secret.

#### **5.3.4.2 Content of the opinion**

The CAI's opinions are reasoned and may contain in particular: a. the name of the judge(s) in charge of the opinion; b. the names of the parties who took part in the proceedings and, where applicable, their representatives; c. a statement of the facts; d. the reasons and e. the signature of the single judge or the president in charge of the opinion.

#### **5.3.4.3 Effect of the opinion**

CAI opinions are not binding.

#### **5.3.4.4 Notification of the opinion**

Opinions must be notified to all parties concerned in writing, by registered letter with acknowledgement of receipt or by e-mail with acknowledgement of receipt. They must also be communicated to all the FMNs of the parties involved.

#### **5.3.4.5 Publication of the opinion**

Opinions may be published on the FIM website, unless the CAI decides otherwise.

They may be the subject of a press release from the CAI or the FIM.

#### **5.3.5 Procedural costs**

The costs of the proceedings include all costs relating to the proceedings before the CAI from the time the case is referred to it until the opinion is issued. However, they do not include defence costs or fees or costs relating to witnesses or experts, which are borne by the parties unless the CAI decides otherwise.

These costs will be fixed by the Secretariat General and shall be borne by the requesting party or parties.



## **6. RECIPROCITY OF SANCTIONS**

As a consequence of the agreement of reciprocity concluded on 30 April 1949 between the four organisations controlling motorised sports internationally, i.e., in addition to the FIM:

- the Fédération Internationale de l'Automobile (FIA)
- the Fédération Aéronautique Internationale (FAI)
- the Union Internationale Motonautique (UIM),

penalties of suspension or exclusion may also be applied to one or another of the sports represented by the above organisations, upon request of the FIM.

## **7. LAW OF MERCY**

The Board of Directors, after consultation with the LJI Director or upon a proposal from the latter, may mitigate or completely dispense with the penalty of a person after having exhausted all the appeal procedures.



**FEDERATION INTERNATIONALE  
DE MOTOCYCLISME**

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