

**FIM RACING HOMOLOGATION PROGRAMME FOR BARRIERS  
(FRHPba)**

**HOMOLOGATION MANUAL - FRHPba-01  
GENERAL TERMS AND CONDITIONS**

**2021**

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## I. GLOSSARY

### A. General terms of the FIM Racing Homologation programme

<b>Applicant</b>	Legal entity applying for the FRHP before the FIM. The applicant shall be the company that markets the barrier to its end-users through customary sales channels (wholesalers/retailers/direct sales) or sells and/or supplies the barriers to circuits or tracks. The Applicant may, and in many cases will, also be a barrier manufacturer.
<b>Application Form (homologation or update)</b>	Part of the Homologation Manual, to be completed by the Applicant while applying for the FRHP.
<b>FMN</b>	National Motorcycling Federation affiliated to the FIM.
<b>FRHP</b>	FIM Racing Homologation Programme which grants recognition to products of compliance with safety requirement required for competitions.
<b>FRHPba</b>	FIM Racing Homologation Programme for Barriers. FRHP that grants recognition to barriers that meet the FIM barriers Standard.
<b>FRHPba-01</b>	Current version of the FIM Barrier Racing Homologation Programme
<b>FIM Racing Homologation</b>	Official confirmation issued by the FIM acknowledging that Products comply with the required technical safety and competition requirement and meet particular specifications related to performance.
<b>FIM Product Standard</b>	Set of testing methods and corresponding performance criteria on the basis of which a Product may be granted an FIM Racing Homologation.
<b>Homologation Emblem</b>	Emblem issued by the FIM that includes the Applicant logo, the FRHP logo, the category of Product and the Product Model .
<b>Homologation Fee</b>	Cost associated with the homologation of a Product by the FIM as set out in this Homologation Manual.
<b>Homologation Label</b>	Official label provided exclusively by the FIM to the Applicant once homologation has been granted.
<b>Homologation Manual</b>	Formal document setting out the technical information, criteria and general contractual terms and conditions applying to the Applicant upon submission of its Application Form. The Homologation Manual shall be duly filled in, signed and returned by the Applicant to the FIM. This is a precondition for the homologation to proceed.

<b>Homologation Notice</b>	Contractual document that grants the homologation to the Applicant for a specific Product and sets out the specific conditions applicable to the Applicant.
<b>Homologation Refusal</b>	Formal letter transmitted by the FIM to the Applicant in the event that homologation is not granted to an Applicant for a particular Product Model.
<b>Intellectual Property Rights</b>	All trademarks, trade and business names, patents, copyright (including copyright in a computer program), database rights, design rights, registered designs, utility models, semi-conductor topography rights, inventions, know-how, confidential information and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether or not registered or capable of registration, in respect of such rights which are registrable and all applications for registration of any of the foregoing rights.
<b>Personal Data</b>	Any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
<b>Product</b>	Any sort of light panel (FRHP1p), helmet (FRHPhe), barrier (FRHPba), and paints (FRHPpa) submitted by the Applicant for the homologation.
<b>Product Model</b>	The Model of Product indicated in the Application Form.
<b>Product Sample</b>	Unit of the Product that must be submitted by the Applicant at its cost to the FIM or the Testing Laboratory.
<b>Supplier</b>	Any third party that provides parts or material to assemble or to manufacture the product submitted by the Applicant for the FHRP.
<b>Testing Laboratory</b>	Private, public or private/public entity that has received an assignment from the FIM to perform tests according to a certain Homologation Manual and for the FRHP.
<b>Test Report</b>	Document issued by the Testing Laboratory that contains the test results relatively to a specific Application Form.

**B. Terms applicable only for barriers**

<b>APD</b>	Additional Protective Device (another name for barrier)
<b>Barrier</b>	A system that is capable to absorb energy during a rider's impact.
<b>CCP</b>	Track Racing Commission
<b>CCR</b>	Circuit Racing Commission
<b>COG</b>	Centre of gravity
<b>FIM barrier standard</b>	Set of testing methods and corresponding performance criteria on the basis of which barriers may be granted a FIM Racing Homologation.
<b>Module</b>	A single unit of a barrier

## II. FOREWORD

Until now, the FIM has referred solely to existing international standards for the approval of barriers for use in its competitions.

In order to take account of a more complete and demanding evaluation of performance, and give specific and exclusive recognition to barriers that meet more demanding criteria, the FIM Technical, Track Racing Commissions and Circuit Racing Commission have now launched a pioneering and unique programme, the FIM Racing Homologation Programme for barriers (FRHPba), which features the latest state of art methods of testing.

Under this programme, the FIM will grant barriers a homologation certificate and labels, which will be a mandatory prerequisite to be entitled to be used on Circuit for FIM competitions.

To obtain such homologation, the barrier will have to meet the high performance and quality standard set by the FIM.

The barrier properties will be evaluated through a test protocol which aims to trigger the development of barriers offering an optimal protection for riders. An optimal protection is understood as providing a minimised risk of slipping under the barrier or rebounding.

The FIM test approach will first assess the barrier response to dummy projection test to evaluate the energy absorption capability.

FIM Homologated barriers will be required in all Circuit Racing FIM World Championships and Prize events as of 2030 and 2029 for Track Racing FIM World Championships and Prize events. The homologation will allow the FIM to ensure a more complete and high-end protection for its riders and in particular to better track and control barriers used in FIM competitions. It will also tend to preserve the interests of the homologated barriers' manufacturers.

This document was prepared under the direction of the FIM International Technical Commission, in collaboration with the FIA and leading road barrier manufacturers. The document provides the **TECHNICAL INFORMATION AND CRITERIA** and the **TERMS AND CONDITIONS**, for interested parties wishing to apply to the Programme.

This document may be subject to amendments as determined by the FIM.

### **III. SCOPE**

This standard aims to evaluate the safety performance of barriers intended for use in motor racing competitions. It defines appropriate test methods for measuring the performance in terms of absorption during impact of a rider.

Barriers homologated in accordance with this standard are intended to be used for Circuits where the run off area is too short (CCR) or for Track Racing (CCP).

### **IV. TERM**

The terms and conditions of this Homologation Manual shall enter into force from the submission of the Application Form or the signature of this Homologation Manual by the Applicant, whichever is the earlier; they shall remain in force either during the Term of the Homologation Notice if the FIM Racing Homologation is granted, or until the Application is withdrawn if the FIM Racing Homologation is rejected.

## V. TECHNICAL INFORMATION AND CRITERIA

### V.1 PRODUCT REQUIREMENTS

#### A. Eligible barriers

The barrier can be with foam or inflating system. In the case inflating system is used, it is mandatory to have a pressure regulation system with a high pressure release valve and a low pressure sensor (to inflate the system again).

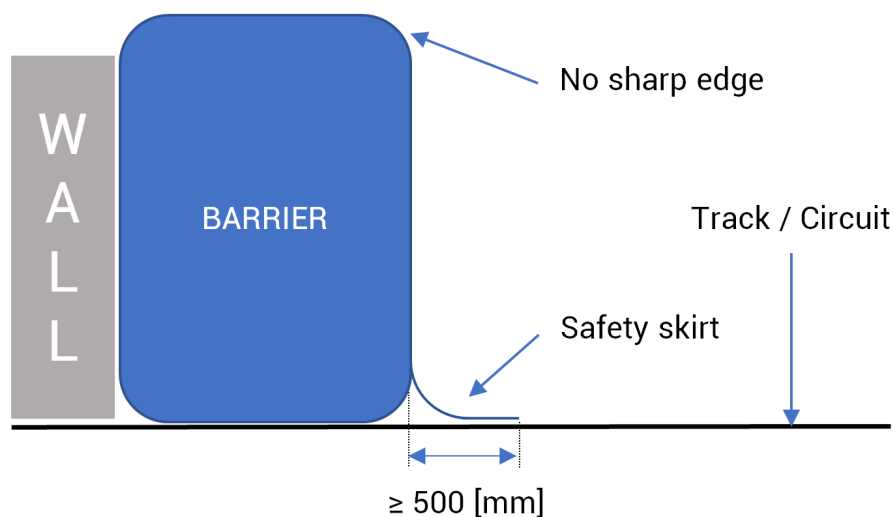


Figure 1: Schematic view of a barrier

In the case of foam barrier, the edges toward the riders must not be sharp. An assessment of this point will be carried on by the lab during homologation tests.

In case the barrier is placed at the same ground level that the track/circuit, it must be equipped with a safety skirt made out of the same material as the envelope and without any holes of a length of at least of 500 [mm].



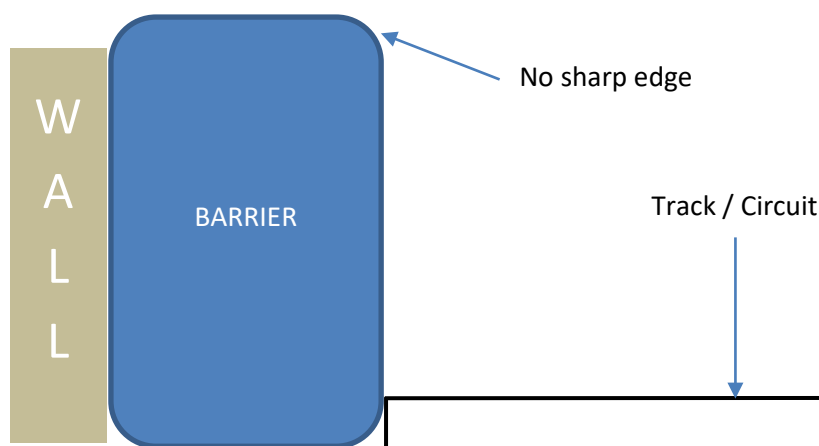


Figure 2: Schematic view of a barrier with groove on track

## B. PRODUCT PREREQUISITE

The barrier shall meet all the product requirements specified below in **1. Material requirement: fire resistance**. Any alteration of these requirements constitutes a change of product (extension), for which a FIM authorization is required.

The barrier shall have a proper fixation method to be applied against a wall, but also between the different modules.

Additional attachment system can be added if required by the circuit and no extension is required.

The FIM reserves the right to refuse the homologation if the FIM Technical Commission and the FIM Circuits Commission of FIM Track Racing Commission deem the product unacceptable.

### 1. Material requirement: fire resistance

All the external components of the barrier shall be constructed using fire resistant materials in order to resist burning methanol and contact with a hot exhaust system. This can be demonstrated by either material data sheets or physical testing at the testing laboratory.

To perform the fire test, a piece of 60\*30 cm of each material is tested with 200 ml of pure methanol. The test has to be video recorded and a stopwatch must be clearly visible. The sample must remain in one piece without holes. The test is finished when all the methanol has been burnt.

### 2. Size

The size of the barrier is defined with the application form and the homologation is valid only for this specific size.

However for foam barriers, the length has little influence on the absorption properties as long as the cross section remains strictly identical and the homologation could be valid for other lengths. The possible lengths have to be declared during the homologation process.

For air barriers, other length can be assessed during the homologation process, by performing additional impact tests. The possible lengths have to be declared during the homologation process and tested with impact test at the central point.

## V.2 TESTING PROCEDURE

### C. Test site

The test site must have a rigid wall with a height of at least 1 [m] and shall have an effective length equal or longer than two third of one module of safety barrier. In case of testing the junction of two modules, the length must be at least of the length of one module.

The wall can be either flat or made out of rail guards. The wall must be straight and vertical with a tolerance of  $\pm 2$  [°] to the vertical.

### D. Crash test dummy

#### 3. CCP

The crash test dummy shall be based on the Black Tuffy body-form, specified by SAEJ944, with the following inclusions or modifications:

- Mass  $75 \pm 1$  [kg]
- Impact surface area  $0.24$  [m<sup>2</sup>]
- CoG vertical  $550 \pm 25$  [mm] from the top of the head
- CoG longitudinal Not specified
- CoG transverse Central axis of crash test dummy

#### 4. CCR

The crash test dummy shall be:

- Mass  $35 \pm 1$  [kg]
- Impact surface area  $0.24$  [m<sup>2</sup>]

## **E. Instrumentation**

The crash test dummy shall be fitted with a tri-axis accelerometer at the CoG. All instrumentation shall conform to SAE J211 (latest revision) and ISO/DIS 6487; 1996E with a channel frequency class (CFC) of 180 and channel amplitude class (CAC) of 500 [g]. The sampling frequency shall be at least 10,000 [Hz]. The time of first contact between the crash test dummy and the barrier shall be measured and recorded as Time-zero.

## **F. Environmental conditions**

The assessment of the influence of temperature is done by tensile tests on raw material samples of the cover(s) at three different temperatures 0, 20 and 40 [°C]; the strength and the tensile modulus will be recorded. The values shall not differ more than 25% with the temperature of reference of 20 [°C].

For the impact tests, the room temperature will be used.

## **G. Pressure conditions**

When testing an inflating system, the barrier must be tested at different pressures if the system is equipped with non-continuous inflation system. At room temperature, the system will be tested at the lowest, nominal and higher pressure required by the manufacturer.

If the system has been designed to use only one pump for many modules, the farthest module from the pump has to be tested at least once at room temperature and at nominal pressure condition.

## **H. Impact testing**

A method of projecting the crash test dummy at the safety barrier shall be provided. The direction of motion shall be  $90 \pm 2$  [°] to the front face of the rigid wall. At the moment of impact the crash test dummy shall be vertical  $\pm 2$  [°] and the base shall be  $100 \pm 25$  [mm] above the ground.

At least two impacts must be performed at the middle of the module and two more at the junction of two modules.

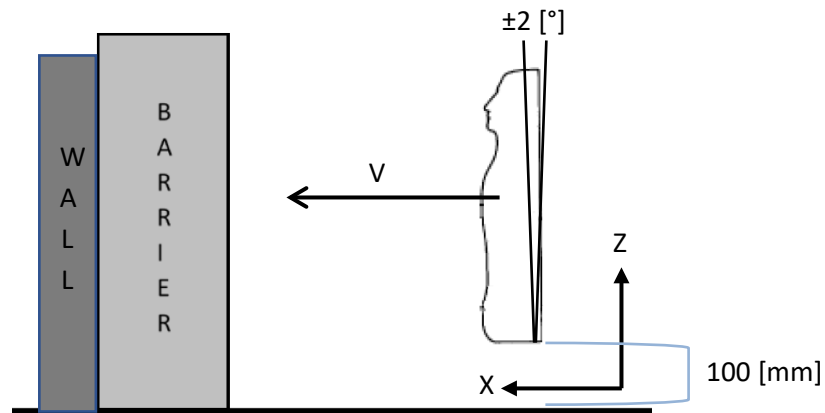


Figure 3: Side view of an impact testing

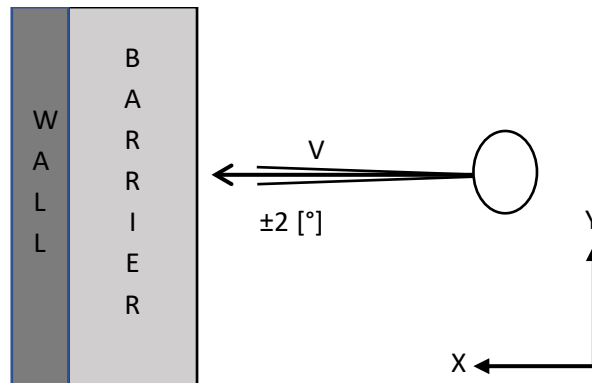


Figure 4: Top view of an impact testing

## 5. CCP Acceptance criteria

The testing speed and criteria for CCP barriers are listed in **Table 1**.

Barrier Type	Minimum speed [km/h]	Max Peak Acceleration in [g]	Min energy absorbed [J] below 20 g	Rebound energy compared to impact energy
A plus / A+	60	35	5'000	< 25%
A	52	35	4'000	< 25%

Table 1: CCP Impact requirements

## 6. CCR Acceptance criteria

The testing speed is set at  $24 \pm 1$  [km/h] and criteria for CCR barriers are listed in **Table 2**.

Barrier Type	Max Peak Acceleration in [g]	Max deformation (VS width)
A	10	50 %
B	20	50 %
C	Between 20 and 30	50 %

Table 2: CCR Impact requirements

The type AA barrier exists also for circuit. Type AA means the barrier is a type A with automatic reflating system.

### I. Replacing time

The replacing time should be taken also in account. After one impact test, the system has to be dismantled and remounted as it will be on circuits/tracks to mimic real life scenario. The replacing has to be below 10 minutes.

### J. After crash condition

The barrier has to be designed in such way that it should never seems intact with external visual inspection when a module is damaged and/or dismantled.

In automatic inflating system, an alarm (visual or acoustic) has to be implementing to warn the pressure loss. The pressure loss is considered when the system is unable to reach the minimal pressure defined by the system.

In not automatic inflating system, if the pressure of the barrier has reached the minimum pressure required, it should be seen with visual inspection; either the barrier has lost its shape or a visual alarm is visible.

In foam system, the internal structure of the barrier should either remain in place or it should visible from outside that the internal structure is not in place anymore.

### K. LIFETIME OF MODULES

#### 7. CCR

The lifetime of the product is not assessed by the current Homologation programme. It is the sole responsibility of the manufacturer to declare the maximum lifetime of the module. The weather conditions have to be taken into account as not all modules may properly stored after the events. Lifetime of more than 10 years need to be scientifically grounded.

#### 8. CCP

The maximum lifetime of the module is five years, in the only condition that the module is not damaged. After this period the lifetime can be extended twice by one year. After seven years the module cannot be used anymore.

## **9. Other**

The FIM reserves the right to refuse the homologation if the FIM Technical Commission and the FIM Circuits Commission or the FIM Track Racing Commission deems the product unacceptable.

## **L. Test Report**

The test report should include all the information recorded as a result of the performance assessment of the barrier. Additionally, the test report should include at least the following information about the test site:

- a) Photograph of the test site location;
- b) A complete listing of the test equipment, which shall include instrument accuracy and calibration dates;
- c) Photographs of the barrier and annotation of the batch number and date of manufacture;
- d) Any additional information requested at the discretion of the FIM.

## **M. FIM Marking and Labelling**

Each barrier having passed the requirements of this standard will have to be clearly marked and labelled with FIM Label, which include an FIM hologram, to be sewn on the barrier at an easy access location for scrutineering. The FIM Label must be exclusively purchased from the FIM. :

Additional marking shall be affixed or printed onto each barrier, and be clearly visible and remain so for the expected use and lifetime. It shall contain at least the following information:

- a) FIM Standard Name;
- b) Name of the Manufacturer, which could be replaced by its logo (if not already present);
- c) Batch number (if not already present);
- d) Date of Manufacture (if not already present);
- e) Expiry date (if not already present).

## **N. Manufacturer's Guidelines for Handling, Storage and Disposal**

The manufacturer is required to provide the following documentation with each delivery:

- i. Installation guidelines;
- ii. Handling and Storage Guidelines (if applicable);
- iii. Maintenance guidelines;
- iv. Disposal guidelines;

- v. FIM Homologation Certificate, based on the template provided by the FIM.

Upon request by the manufacturer, the documents listed above can be electronically stored on the FIM database and accessible to anyone when scanning the QR-Code.

The additional information set out above must always be provided with each FIM homologated barrier. It is possible to provide the same information in an electronic version.

#### **O. Manufacturer's guidelines for installation**

The manufacturer's application guidelines shall include at least the following information:

- a) Barrier preparation and installation
- b) Method to fix the barrier (if applicable) to the wall
- c) Method to fix two (or more) modules together
- d) For inflated barriers: method to connect pipes and module to the pump

#### **P. Manufacturer's guidelines for handling and storage**

The manufacturer's guidelines for handling and storage must prescribe correct procedures to prevent damage or deterioration when the barrier is left on track or stored between the races.

#### **Q. Manufacturer's guidelines disposal**

The manufacturer's guidelines for disposal must prescribe correct procedure to eliminate the barrier and all the accessories (including pipes, pumps...)

#### **R. Factory production controls**

The manufacturer must declare to have undertaken factory production control tests by, for example, but not limited to, keeping trace of the raw materials certificates. Every five year the module has to be retested at normal condition only at the middle of the module. If the values differ more than 25% from the homologation tests, the complete series of tests has to be done again to prove compliance.

## **VI. CONTRACTUAL TERMS AND CONDITIONS**

### **A. Application**

In order to apply for the FIM Racing Homologation, the Applicant shall send the present Homologation Manual, duly completed and signed, with the requested information and attached documents (Application Form (homologation) to the FIM International Technical Commission (fhrp@fim.ch)). By doing so, the Applicant thereby confirms formal acceptance of the rules and procedures contained in the Homologation Manual, including the Technical Information and Criteria, the Terms and Conditions as well as the Application Form.

The Applicant shall apply for the FIM Racing Homologation for all specific Models of the Product which are intended for use in the related FIM events.

Only complete applications will be taken into consideration and it is the responsibility of each Applicant to ensure that all relevant information and documentation is provided. The FIM may request any further information it deems necessary. Applicants shall respond to any such request promptly and within the specified deadline if any.

Once the application is completed, the FIM will request that the Applicant send free of charge new and virgin Product Samples to, and only to, the following Testing Laboratory.

The Applicant shall not charge the FIM or the Testing Laboratory for the cost of the Product Samples.

Any duties, VAT or other taxes, levies, expenses or other charges payable in relation to the provision and delivery of Product to the FIM respectively the Testing Laboratory and/or the handling of such Products Samples (e.g. delivery cost, shipping cost, customs clearance costs, including the return of any Product Sample, if applicable) shall, irrespective of the place of delivery, be declared and paid by the Applicant at its own cost.

### **B. Data Protection**

By applying to the FRHPba and to access FIM homologation services and products, the Applicant authorizes FIM to collect, store, process, transfer and use its Personal Data in accordance with the EU General Data Protection Regulation and the Federal Act on Data Protection of Switzerland where FIM is incorporated. Unless the Applicant indicates otherwise, the consent the Applicant provides by applying to FRHPba shall be considered express and valid indefinitely.

By applying to the FRHPba the Applicant also authorizes FIM to transfer its Personal Data to any third parties (notably laboratories etc.) assisting in the management and implementation of the FIM homologation services, located in other countries with laws that may not guarantee the same level of data protection as Switzerland. The Applicant authorizes these third parties to use, retain and store its Personal Data for the purposes of the homologation services and products.



Further information concerning the privacy policy of the FIM Racing Homologation Program can be found on this website <https://www.frhp.org/>.

The Applicant is also entitled to request FIM to withdraw its consent, erase, rectify or obtain any personal data FIM holds about the Applicant by sending its written request to [gdpr-request@fim.ch](mailto:gdpr-request@fim.ch).

In case the Applicant withdraws its consent or requests that its Personal Data be erased, FIM may be totally or partially unable to provide its homologation services or products.

### **C. Intellectual Property Rights**

By applying to the FRHPba, the Applicant acknowledges that the names of the FIM, the FIM Marks, the FIM Homologation Visuals, Emblem and Labels, the FIM logos, trademarks and/or trade names of or used by FIM (whether registered or unregistered or whether registrable or not) constitute an exclusive property of the FIM and/or that the FIM holds an exclusive title for their usage. The Applicant shall consequently under no circumstances make any use of such names of the FIM, the FIM Homologation Visuals, Emblem and Labels, the FIM logomarks, trademarks or trade names in a separate or combined manner either during the Homologation Notice or following its termination, contrary to the provisions of this Homologation Manual.

In addition, the use of the FIM Homologation Visuals, Emblem and Labels, the FIM logos by the Applicant shall under no circumstances give rise (directly or indirectly) to the mistaken impression on the part of the public and consumers (in particular) that the FIM might be considered as the manufacturer (or the manufacturer of any component part) of the Applicant's Product.

The Applicant agrees that he will not register, or cause to be registered, in any territory whatsoever, any name and/or denomination of any FIM Marks, Competitions and/or its classes or any logos, trademarks and/or trade names of the FIM or used by the FIM (whether registered or not or whether registrable or not) in connection with its activity, or any other trademark, trade name, word, logo or symbol that is identical or similar to any such name and/or denomination of any FIM Marks, the FIM Homologation Visuals, Emblem and Labels, the FIM logos, trademarks or trade names trademark and/or trade name (whether registered or not or whether registrable or not).

By applying to the FRHPba, the Applicant represents and warrants that its application does not infringe the trademark and trade name rights of any third party. The Applicant is solely responsible for ensuring that this is the case.

The FIM may request evidence of a licence to use a third party's trademark and/or trade name. If the FIM considers that such a licence has not been validly obtained it may at its sole discretion refuse the application, or request that changes be made to the application.

The Applicant shall promptly inform FIM of any infringement of any intellectual property rights of the FIM that comes to the Applicant's attention.

The Applicant undertakes to provide, free of charge and royalty free, its trademark logo to be used by FIM in the FIM Homologation Emblem.

The Applicant shall indemnify and hold harmless the FIM from and against all claims, damage, losses, costs, (including, without limitation, all reasonable legal costs), expenses, demands or liabilities put forward by third parties for illegal competition, violation of copyright, claims of trademarks or industrial and intellectual property claims that may result from the activity of the Applicant not duly authorised by the FIM.

Regarding the FIM Homologation Emblem and Homologation Label, the FIM and the Applicant agree that:

- vi. title to any and all rights in the FIM Homologation Emblem and Homologation Label shall vest in the FIM, save for rights in the Applicant trademark element of the FIM Homologation Emblem, which will remain the property of the Applicant absolutely;
- vii. all use of the FIM Homologation Emblem and Homologation Label by the FIM shall cease upon termination or expiry of this Homologation Manual or the Homologation Notice, unless the Applicant trademark element of the FIM Homologation Emblem is removed therefrom. The FIM shall be entitled to continue to use the remaining elements of the FIM Homologation Emblem after termination or expiry of this Homologation Manual;
- viii. all use of the FIM Homologation Emblem and Homologation Label by the Applicant shall cease upon termination or expiry of this Homologation Manual or the Homologation Notice; the Applicant shall be entitled to continue to use the Applicant trademark only after termination or expiry of this Homologation Manual;
- ix. The Applicant shall not bring any action in respect of the FIM Homologation Emblem without the prior consent of the FIM.

#### **D. Counterfeiting**

Any counterfeiting of the FIM Homologation Label or any FIM material subject to the FIM Intellectual Property Rights arising out in relation with the Homologation Notice constitutes a contractual breach and entitles FIM to claim for damages.

The FIM and the Applicant agree that a close collaboration and an active approach are required to act against counterfeit versions of the FIM Homologation Label.

If the Applicant or the FIM becomes aware that a third party has produced or sold counterfeit versions of the FIM Homologation Label, it shall inform the other party without delay.

If the Applicant becomes aware of counterfeit versions of the FIM Homologation Label, the Applicant may take any measures it sees fit, including without limitation by issuing a warning through different communication channels. The Applicant undertakes to make reasonable endeavours to act at its own cost against counterfeits of the FIM Homologation Labels including without limitation by taking any

practical measures to minimise or eliminate the manufacture, sale, distribution, advertising and/or use of counterfeit versions of the FIM Homologation Label. The Applicant shall inform the FIM of any measures and/or actions it takes accordingly.

If the Applicant has clear and unambiguous evidence that a party has produced or sold counterfeit versions of the FIM Homologation Label, and if the Applicant decides to instate proceedings against that party, it shall inform the FIM at its earliest convenience and provide the FIM with a reasonable time delay for the FIM to consider joining the proceedings as a party.

## **E. Model Stability**

With respect to each Product submitted for homologation, the Applicant undertakes not to modify the following (the list is not exhaustive): for the purposes of the FRHP Application:

- i. the trademark(s)
- ii. the commercial name(s)
- iii. the design
- iv. the materials
- v. the manufacturing process
- vi. dimensions
- vii. components

In addition to the foregoing and without limitation thereof, the Applicant undertakes not to make any changes that generally alter the FIM racing homologated Product Model substantially without the prior written approval of the FIM.

Failure to respect the aforementioned undertakings may lead to immediate withdrawal of the homologation.

If the Applicant wishes to update an existing homologation in order to take into account one or more of the aforementioned items (the list is not exhaustive) it shall send the present Homologation Manual, duly completed and signed, with the requested information and the related documents attached thereto.

Based on this application, the FIM will assess whether the request falls within the scope of an update of an existing homologation or whether a new homologation is required.

## **F. Testing**

The Testing Laboratory will be the sole entity approved to perform the tests in accordance with the present Homologation Manual.

All the homologation tests will be carried out, regardless of whether or not the samples comply with the requirements.

Subject to the availability of the Testing Laboratory and by appointment with the Testing Laboratory, one representative of each Applicant may attend the homologation tests carried out by the Testing Laboratory for its own samples and in absence of other Applicants.

The Testing Laboratory shall issue a Test Report (dated and signed) on the results of the tests performed and send it exclusively to the FIM. Such Test Report shall be sent to the FIM within a period of 2 (two) months after the date of receipt of the Samples. No Test report will be assessed by the FIM if the Application of the Applicant is not complete by this time.

### **G. Granting of the Homologation**

The FIM will check and study the Test Report issued by the Testing Laboratory and is the sole authority having the power to assess it. When the FIM is satisfied that the homologation can be granted, the FIM will inform the Applicant and send a signed Homologation Notice, to be returned to the FIM countersigned by the Applicant. In principle, this Homologation Manual will be sent by the FIM within a month after the date of receipt of Test Report from the Testing Laboratory. The Homologation Notice will notably contain the conditions of use of the Homologation Emblem available for both the Applicant and the FIM. In the case a homologation is updated, an amendment to the existing Homologation Notice will be issued.

The homologation comes into effect only after the FIM has received the Homologation Notice countersigned by the Applicant and once it is signed by the FIM. The Applicant will then be entitled to refer to the homologated Product as "FIM racing homologated" and will be entitled to use the Homologation Emblem in accordance with the FIM's instructions.

In the event that the Product Model does not meet the acceptance criteria and is therefore not granted the FIM Racing Homologation, the Applicant will be informed accordingly through a formal Homologation Refusal.

The FIM may transmit the Test Report to the Applicant upon request.

### **H. No Assignment**

The FIM Racing Homologation shall be binding on and ensure to the benefit of the parties and their respective successors and permitted assigns. The Applicant shall not be entitled to assign or sub-contract its rights or obligations under the Homologation Notice in whole or in part without the prior written consent of the FIM.

### **I. Labelling**

If the homologation is granted, the Applicant will order a certain quantity of Homologation Labels. The only human-eye visible information on the Homologation Label will be the FRHP logo. The rest

of the information will be uploaded on a QR code that is linked to the digital database and can be modified whenever necessary. The QR code carries a unique identification number, which, when scanned, will show the Company name, the Product Model and any other relevant information related to the Product.

The use of Homologation Labels to the Applicant is subject to the prior signature of the Homologation Notice by the Applicant and the FIM.

The Homologation Label shall be firmly glued onto the Product. The Homologation Labels shall not be available outside the Applicant's premises and shall only be fitted by the Applicant or their official agents on the respective homologated Products. For the avoidance of doubt, only Homologation Labels ordered from the FIM shall be used. Each unit of the respective FIM racing homologated Product model which will be manufactured and used/intended for racing must carry the official Homologation Label.

The Applicant undertakes and warrants that it applies the Homologation Label only to Products consistent with the actual Samples submitted to obtain the homologation.

The Homologation Label will be scanned by the FIM, which reserves the right for its officials or the officials of an FMN to remove it, or to remove the Product Model from the digital database, where there are valid reasons to do so.

## **J. Post-Homologation Controls**

The FIM reserves the right to carry out post-homologation control tests on Products selected at random at the production site, at events or via a distribution channel, at any time. It also reserves the right to withdraw the homologation forthwith should the Products subject to random post-homologation controls be found not to be in conformity with the FIM criteria. The Applicant will be notified of the possible non-conformity of the Product.

## **K. Invoicing**

A Homologation Label cost will be applied by the FIM to ensure the viability of the FRHPba by covering notably the related operational, maintenance and development costs. A net amount of CHF 7.00 (Seven Swiss francs) per label shall be paid by the Applicant.

Payment of the fees and the Homologation Label costs shall be made in full without any set-off, deduction or other withholding whatsoever. For the avoidance of doubt, any possible tax (withholding tax e.g.), duties or charges due on the payment of such fee and Homologation Labels costs shall exclusively be borne by the Applicant. All sums provided for in this Homologation Manual are exclusive of VAT which shall be paid (if applicable) by the Applicant in addition thereto.

In cases where the homologation is granted, the invoice in respect of the Homologation Label cost will be issued together with the Homologation Notice; these shall be respectively paid and signed in due time by the Applicant. The payment of the invoice shall be effected within 30 (thirty) days after

receipt and is a condition for valid homologation, without which the homologation can be withdrawn forthwith.

In cases where the homologation is not granted, the only the Homologation Refusal will be issued.

In addition and in any case, the Applicant agrees and acknowledges that a fee will be applied by the Testing Laboratory and charged to the Applicant to cover notably the costs related to the tests requested by the Applicant for each homologation application. The quote related to this fee will be sent to the Applicant by the Testing Laboratory once the Application Form has been validated by the FIM.

Concerning post-homologation controls, if the Product is deemed non-compliant with FIM Product Standard, the FIM will invoice the Applicant the fixed amount of CHF 5'000.- (five thousand Swiss francs). That amount corresponding to the maintenance costs includes notably the costs (if any) of purchasing the Products, the costs of the tests and the administrative costs.

If it is established that if the Product complies with the FIM Product Standard, no costs will be charged to the Applicant.

#### **L. Warranties Regarding Environmental Responsibility and Compliance With Labour, Health And Safety Regulations**

The Applicant hereby warrants, represents and undertakes that it has all necessary rights (including but not limited to any intellectual rights), permissions, power and capacity to enter into this Homologation Manual and to perform the obligations deriving from it and, in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Homologation Manual.

The Applicant hereby warrants that the manufacture and assembly of the Product takes place in strict compliance with the applicable legislation and regulations applicable to labour, health and safety (including but not limited to Article 32 of the UN Convention on the Rights of the Child) in the country(ies) in which the Product(s) is/are manufactured or assembled and in the countries in which it conducts business.

The Applicant hereby warrants that it observes the environmental obligations and the provisions of environmental legislation and regulations applicable in the country in which Products are manufactured or assembled and in all countries where it conducts business.

The Applicant hereby certifies that it uses its best efforts to limit emissions and use safe, energy-saving and environmentally friendly technologies in the manufacture and assembly of the Product(s) for which the Application is being made.

## **M. Indemnities and Liability**

The Applicant acknowledges that it is and remains the sole entity that can be held liable, in contract tort or under statute, in case of any loss or damage suffered by users and third parties, imputed, directly or indirectly, to the homologated Product.

As the FIM is not involved in any way whatsoever with the manufacturing of the Product, the FIM shall not in any case be liable for any direct or indirect or consequential loss or damages (whether for loss of profit, loss of business, depletion of goodwill or otherwise and including but not limited to any damage to property or death or injury) caused to the Applicant or third parties arising from any possible defect(s) related to the Product. In this regard, the Applicant hereby agrees to indemnify, release and hold harmless the FIM, its employees, agents, officials, representatives and volunteers from and against any and all possible product liability claims with regard to the Product.

The Applicant agrees to defend, hold harmless and indemnify the FIM against all loss, damages, costs and payments, including reasonable legal expenses, arising out of any third party claims (including but not limited to any intellectual property infringements claims) or allegations related to any breach by the Applicant of its warranties or obligations under this Homologation Manual.

All the warranties and indemnities made under this Homologation Manual shall remain in force indefinitely.

The FIM shall not in any case be liable in contract, tort or otherwise (including any liability for any negligent act or omission) for any direct or indirect or consequential loss or damages caused to the Applicant or third parties arising from breach or out of or in connection with the FRHPba. In any event, the FIM's maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with FIM's obligations under the FRHPba (e.g. to process the submitted Application Form, open the homologation procedure, assess the Test Report, issue the Homologation Notice or Homologation Refusal within a month of receipt of the Test Report, ship labels on Applicant's request, send Test Report on Applicant's request) in respect of any one or more incidents or occurrences in the framework of the FIM Racing Homologation shall be limited to a sum equal to the amount of CHF 5'000.- (five thousand Swiss francs). Such exclusion or limitation of liability shall also apply to the personal liability of employees, agents, representatives, officials and volunteers of the FIM.

For the avoidance of doubt, nothing in this Homologation Notice shall limit the liability of the Applicant towards the end-users or to other third parties or shall cap the Applicant's liability to the FIM.

## **N. Confidentiality**

The FIM and the Applicant undertake to keep the terms of the Homologation Manual and Notice strictly confidential.



The FIM undertakes to treat and keep confidential any details provided by the Applicant and not to divulge any information as to testing of the Product Samples, materials used by, or manufacturing processes employed by the Applicant, or any designs, drawings, specifications, or other technical or confidential information as to the Applicant's products or prototypes of products, to anyone without prior written permission of Applicant.

It is understood that the FIM may publish general data derived from testing without disclosing any tradename or Applicant/Supplier identifications.

The FIM's obligation of confidentiality shall be limited in so far as local laws and/or safety considerations and/or instances of counterfeiting may require certain information to be divulged.

The Applicant hereby waives all requirements of confidentiality with respect to its Suppliers and Distributors vis-à-vis the FIM.

Except for promotional purposes as provided for in this Notice, no public announcement shall be made by the Applicant in relation to the FRHPba without the prior written consent of the FIM.

#### **O. Insurance**

The Applicant hereby certifies that it is properly insured against all risks which may arise from or in connection with the Product and that it will at all times maintain an appropriate product liability insurance policy in respect thereof. The Applicant hereby agrees to provide a copy of the policy contracted upon simple request of the FIM.

The Applicant shall maintain at its own expense general and professional liability insurance and public liability insurance for adequate amounts for any one occurrence or series of occurrences arising out of any one event. Such insurance policies shall include cover in respect of product liability insurance for third party claims, and for the indemnification of the Applicant's obligations under the Homologation Manual and Notice.

The Applicant undertakes and warrants that it shall not do anything or omit to do anything that may affect the validity and/or compromise the applicability of any insurance coverage referred to in this Homologation Manual.

#### **P. Withdrawal**

Without this giving rise to any indemnity whatsoever, any decision will not give rise under any circumstances to any claim against the FIM from the Applicant. The FIM may immediately and without notice (in addition to and not in substitution for any of its other rights and remedies under this Homologation Manual or in law) withdraw the FIM Racing Homologation granted to the Applicant in the following cases:

- i. where the Product submitted for homologation no longer meets the (new and/or amended) standards required for entry and/or the acceptance criteria as defined by the FIM (see inter



alia Section VI **CONTRACTUAL TERMS AND CONDITIONS, J. Post-Homologation Controls** above);

- ii. where any conduct (e.g. act or omission, behaviour, public statement, etc.) whatsoever on the part of the Applicant, his management, employees, representatives or agents, which causes or may cause any prejudice (e.g. any direct or indirect or consequential loss or damages (whether for loss of profit, loss of business, depletion of goodwill or otherwise and including but not limited to any damage to property or death or injury)) to the FIM or its reputation;
- iii. in the event that the Applicant commits a breach of any of its obligations under this Homologation Manual.

#### **Q. Consequences of Withdrawal**

Upon withdrawal of the FIM Racing Homologation:

- i. all of the rights granted by the FIM in the framework of the FRHPba (including those granted under this Homologation Manual) shall forthwith terminate and, where applicable, automatically revert to the FIM;
- ii. the Applicant shall not use or exploit its previous connection with the FRHPba, whether directly or indirectly;
- iii. all sums due and payable to the FIM by the Applicant at the date of withdrawal of the FIM Racing Homologation shall be paid immediately together with any accrued interest on the same;
- iv. in the event that the withdrawal of the FIM Racing Homologation arises from non-payment by the Applicant of any sum due under this Homologation Manual, the FIM shall, without prejudice to any other rights under this Homologation Manual or law, be entitled to receive the balance then outstanding of the total Homologation Fee and Homologation Labels costs as set out in Section VI **CONTRACTUAL TERMS AND CONDITIONS, .K. Invoicing** of this Homologation Manual;
- v. the Applicant shall not have any right to any indemnity or payment of compensation or damages;
- vi. the FIM may make a public announcement regarding the withdrawal of the FIM Racing Homologation.

If the FIM Racing Homologation is withdrawn by the FIM pursuant to Section VI. **CONTRACTUAL TERMS AND CONDITIONS, P Withdrawal** above, the Applicant shall be required to pay the FIM a penalty in the amount of CHF 5'000.- (five thousand Swiss francs). The penalty is payable even if the FIM has not suffered any loss or damage.

Furthermore and in any case of withdrawal of the FIM Racing Homologation, the FIM is entitled to recover from the Applicant any losses and damages as may be allowed under the law.

To apply for re-homologation for a withdrawn Product Model, the Applicant should follow the normal application process. The application will be treated as a new submission.

#### **R. Waiver**

Failure or neglect by either party to enforce at any time of the provisions hereof shall not be construed nor shall be deemed to be waiver of either party's rights hereunder nor in any way affect the validity of the whole or any part of this Homologation Notice nor prejudice either party's rights to take subsequent action.

#### **S. Announcement**

No announcement shall be made by the Applicant in relation to the FRHPba without the prior written consent of the FIM.

#### **T. Transparency**

The Applicant has a duty of transparency and disclosure towards the FIM as the homologating body.

Any sporadic or regular malfunction or sporadic or systemic defect affecting the Product that arises at any time shall immediately be reported to the FIM and remedial measures proposed. Where necessary, the homologation will be withdrawn.

#### **U. Severability**

If any provision of this Homologation Notice shall be held to be invalid, illegal or unenforceable, then both parties shall be relieved of all rights and obligations arising under such provision and such provision shall be modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the parties. All other provisions of this Homologation Notice shall be regarded as fully valid and enforceable unless otherwise proved.

#### **V. Termination**

The Applicant may withdraw its Application and terminate the FIM Homologation Manual and Notice upon written notice to the FIM before the granting of the FIM Racing Homologation or upon at least thirty (30) days' notice once the Homologation is granted.

Either party (the Applicant or the FIM) may terminate this Homologation Notice with immediate effect upon written notice to the other party if at least one of the following conditions is met:

- i. if the other party is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- ii. If the other party becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

- iii. if the other party seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- iv. if the other party has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter; or
- v. if the other party causes or is subject to any event which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses *i* to *iv* inclusive above (of this Section **VI CONTRACTUAL TERMS AND CONDITIONS., V**).

## **W. Termination Consequences**

Upon termination of the FIM Homologation Manual and Notice:

- i. all of the rights granted by the FIM in the framework of the FRHPba (including those granted under the Homologation Manual and Notice) shall forthwith terminate and, where applicable, automatically revert to the FIM;
- ii. the Applicant shall not use or exploit its previous connection with the FRHPba, whether directly or indirectly;
- iii. all sums due and payable to the FIM by the Applicant at the date of termination of the FIM Racing Homologation shall be paid immediately together with any accrued interest on the same;
- iv. in the event that the termination of the FIM Racing Homologation arises from non-payment by the Applicant of the FIM Racing Homologation fees and payable amounts, the FIM shall, without prejudice to any other rights under this Homologation Notice and Manual or law, be entitled to receive the balance then outstanding of the total Homologation fee and the Homologation Label;
- v. the Applicant shall not have any right to any indemnity or payment of compensation or damages.
- vi. the Applicant shall immediately surrender to the FIM all the unused FIM Homologation Labels and any other materials or documents issued to it pursuant to this Notice.
- vii. the FIM may make a public announcement regarding the termination of the FIM Homologation

The termination of the Homologation Notice and Manual will not under any circumstances give rise to any liability on the part of FIM to pay any compensation to the Applicant, including but not limited to, for loss of profits or goodwill.

## **X. Notices**

Any notice given under the Application shall be in writing and signed by authorised representatives on behalf of the party giving it and shall be sent by hand, prepaid recorded or special delivery post, courier, fax and/or email, marked for the attention of the relevant party and to the address and/or number set out below:

In the case of the Applicant:

To the Address, email and telephone indicated in the Application.

In the case of the FIM:

Attention of: FIM Racing Homologation Programme responsible

Route de Suisse 11

CH-1295 Mies

Suisse

Email: frhp@fim.ch

Fax N°: +41 22 950 95 00

## **Y. Applicable Law and Arbitration**

Any dispute arising from or in connection with the FRHP (including the validity or interpretation of this Homologation Manual) shall be governed by and interpreted exclusively in accordance with Swiss law and shall be submitted exclusively to the Court of Arbitration for Sport (CAS) and resolved definitively in accordance with the Code of Sports-related Arbitration in force on the date on which the Request for Arbitration is submitted.

The Panel shall consist of one arbitrator, which shall be independent of the Parties and appointed in accordance with the Code of Sports-related arbitration of the CAS. The seat of the arbitration shall be Lausanne (Switzerland). The arbitral proceedings shall be conducted in English.

The Expedited Procedure shall apply to the arbitration proceedings including to the provisional and super-provisional measures. The time-limit with respect to the designation of an arbitrator shall be 15 (fifteen) days. If the circumstances so justify, the Panel may extend or shorten the above time-limit.

Notwithstanding the above, the parties may agree at any time to submit the dispute to mediation in accordance with the CAS Mediation Rules.

Furthermore, the Applicant may not seek damages or take action to gain compensation for any inconvenience or other loss incurred. Finally, any decision to withdraw the FIM Racing Homologation will have immediate effect and the stay of its execution will not be entertained in any circumstances by the CAS Panel and cannot therefore be submitted to arbitration.

The Applicant confirms that he has read and agreed to the present Homologation Manual. In particular, the undersigned Applicant confirms that he is cognisant with and accepts the Term and Conditions contained in this Homologation Manual.

Applicant's representative

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Name	Signature
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On \_\_\_\_/\_\_\_\_/\_\_\_\_

Note: Please initial each page in the dedicated boxes