



Stakeholder Commitment to Comply with the COVID-19 Code of Conduct

Acknowledging the need for special measures in light of the COVID-19 pandemic, in consideration for being granted access to events that include competitions in FIA Championships, cups, trophies, challenges, series, and international series registered on the FIA international sporting calendar (**Covered Events**), the undersigned party (the **Stakeholder**) acknowledges and agrees as follows:

1. Subject only to clause 5 below, the Stakeholder agrees to be bound by and undertakes to comply in all respects with the COVID-19 Code of Conduct issued by the FIA (including as that Code may be amended from time to time) in respect of any and all employees, contractors, agents, representatives, consultants, and other individuals that the Stakeholders sends to a Covered Event for any purpose (each, an **Attendee**).
2. The Stakeholder agrees only to send Attendees to Covered Events that:
 - 2.1. are Fit to Attend (as that term is defined in the COVID-19 Code of Conduct); and
 - 2.2. have signed a copy of the form attached as Schedule 1 hereto (the **Attendee Commitment**).
3. To the extent that the Stakeholder contracts or sub-contracts with any third parties to send individuals to Covered Events, the Stakeholder will procure that each of those third parties (its contractors/sub-contractors) also signs a Stakeholder Commitment in the same form as this one, and returns it to the Stakeholder together with Attendee Commitments signed by each of those individuals. The Stakeholder will check the Stakeholder Commitment(s) and the Attendee Commitments received from such third parties upon receipt to ensure that they have been properly completed (i.e., names and dates of signature inserted) and signed. Thereafter it will store the original Stakeholder Commitment(s) and the Attendee Commitments safely and securely until the FIA either (a) requests them (in which case the Stakeholder will deliver them to the FIA by return); or (b) asks the Stakeholder to destroy them (in which case the Stakeholder will destroy them without delay and will provide written confirmation to the FIA that it has done so).
4. If the Stakeholder has a contract with the FIA, it agrees that this Stakeholder Commitment constitutes a valid and binding supplement to that contract, and that in case of conflict between that contract and this Stakeholder Commitment, this Stakeholder Commitment shall prevail.
5. As between the Stakeholder and the FIA, Article 4.4 of the Code of Conduct shall not apply. Instead, if there is currently a contract between the FIA and the Stakeholder that contains dispute resolution provisions (including governing law and jurisdiction provisions), those provisions will apply in the case of any dispute. If not, the following provisions shall apply in the case of any dispute:
 - 5.1. This Stakeholder Commitment (including any claim or controversy arising out of or relating to it or to the COVID-19 Code of Conduct) shall be exclusively governed by, and construed in accordance with, French law, without regard to any conflict of law principles that could mandate the application of laws of another jurisdiction.



- 5.2. All disputes arising out of, or in connection with, this Stakeholder Commitment and/or the COVID-19 Code of Conduct shall be submitted to the exclusive jurisdiction of the Tribunal Judiciaire de Paris.
- 5.3. Where the COVID-19 Delegate decides for any reason that an Attendee of the Stakeholder should be ejected from and denied any further access to a Covered Event, that decision must be accepted and implemented immediately by the Stakeholder and the Attendee without challenge, save that any claim that such ejection and denial of access is a breach of rights for which compensation should be paid may be pursued in accordance with the foregoing provisions of this clause 5.

Signed on _____ 2020, in two (2) original copies.

.....*
Represented by:
Title:

* Insert legal name of Stakeholder party



Schedule 1

Attendee Commitment

In consideration for being granted access to events that include competitions in FIA Championships, cups, trophies, challenges, series, and international series registered on the FIA international sporting calendar (**Covered Events**), I hereby acknowledge that I have read and understood the COVID-19 Code of Conduct issued by the FIA, and I agree to be bound by and undertake to comply with that Code of Conduct in all respects (including as it may be amended from time to time) for so long as I am attending or planning to attend Covered Events. In particular, I acknowledge and agree to Article 4.3 of the COVID-19 Code of Conduct, which reads:

4.3 While the protocols set out in this *COVID-19 Code* are designed to reduce the risk of transmission of the COVID-19 virus, each *Stakeholder* and each *Attendee* acknowledges that it is not possible to eliminate that risk entirely. Each *Attendee* assumes the risk of suffering an illness or fatality related to COVID-19 as a result of his/her participation in a *Covered Event*, and (in accordance with Article 1.1.3 of the International Sporting Code) agrees (on his/her own behalf, and on behalf of his/her estate, heirs, successors and assigns) that the *FIA* and its directors, officers, employees, agents, and officials shall bear no liability in respect of any such illness or fatality unless it is proven that the illness or fatality was suffered as a result of the *FIA's* willful misconduct or gross negligence. The *Attendee* will not bring any claim that is inconsistent with the foregoing sentence, and each *Stakeholder* agrees not to bring and will procure that its *Attendees* do not bring any claim that is inconsistent with the foregoing sentence.

Signature:.....

Name:

Date: