

- E. in the event of serious misconduct on the part of the Employer. Serious misconduct is considered to include a failure to permit the Rider, despite his repeated requests, to participate in competitions over a continuous period in excess of 6 weeks or over four discontinuous periods of 7 days each, during which periods at least 1 one-day race on the international calendar took place.
Where relevant, the Employer shall be required to prove that the Rider was not in a condition to take part in a race.
 - F. if, on 1st October of the year preceding a year of registration covered by the present contract, the UCI WorldTeam has not submitted a registration file containing the essential documents listed in art. 2.15.069bis, this right of termination lapses upon the registration of the UCI WorldTeam in the first division.
2. The Employer may terminate the present contract, without notice or liability for damages, in the event of serious misconduct on the part of the Rider or of the suspension of the Rider under the terms of the UCI regulations for the remaining duration of the present contract.

In case the suspension imposed on the rider is subsequently cancelled or rescinded according to a final and binding decision, the Rider will be entitled to compensation corresponding to the remuneration due to him by the Team from the date of termination until the natural expiry date of the contract.

Serious misconduct is considered to include refusal to ride cycle races, despite being repeatedly called on to do so by the Employer.

If need be, the Rider shall have to prove that he was in no state to compete in a race.

Notwithstanding article 6, paragraph 3 of the Joint Agreement, the Employer may terminate the contract with a Rider who has neo-professional status on 31 December of the first year of this contract, if the UCI WorldTeam is unable to continue its activity during the following season. In that case, the Employer must give at least three months advance notice.

Should the Employer nevertheless be able to continue his activity after exercising the right of termination referred to above, he shall offer a contract for a period of one year to the Rider, on the same conditions as in the previous contract which he terminated before its normal expiry date.

3. Either party shall be entitled to terminate the present contract, without notice or liability, should the Rider be rendered permanently unable to exercise the occupation of professional cyclist.

ARTICLE 9 - Defeasance

Any clause agreed upon between the Parties that runs counter to the terms of the model contract between a rider and a UCI WorldTeam, to the joint agreement mentioned in article 2.15.111, and/or to the provisions of the UCI constitution or regulations and which would in any way restrict the rights of the Rider shall be null and void.

ARTICLE 10 - Arbitration

Any dispute between the Parties arising from the present contract shall be submitted to arbitration without prejudice to the compulsory jurisdiction of ordinary courts, either in application of a joint agreement concluded between the CPA and the AIGCP for matters