



**International SimRacing
Formula-SimRacing
License Agreement
v3.8 2016**

I. Parties

This License Agreement involves the following two parties:

The International SimRacing Club (ISR or ISR Club), an Association without any lucrative goal, governed by the Swiss Civil Code (art. 60), represented by the President Kris Cobb, domiciled in *458 Trinity Road, Statesville, North Carolina, USA*, hereinafter called “The Organizer”.

(Each Owner is required to fill in their details over the CAPITAL wording)
TEAM NAME, represented by *TEAM OWNER*, domiciled in *OWNER’S ADDRESS*, hereinafter called “The Owner”.

Only one Owner per team is to fill out the details and sign this document.

II. Definitions & Designations

The Organizer is the governing body of the Formula SimRacing (FSR) championship, a virtual competition that reflects top-tier open wheel championships, based on a PC simulation game or mod and conducted via the World Wide Web. FSR’s virtual competition, hereinafter called “The League”, is composed of the World Championship (WC), limited to the licensed teams, the ACE Series (ACE), and the PRO Series (PRO). Both ACE and PRO are open to registered members, though they may requested to participate in division costs.

III. Purpose

This Licence is released by The Organizer to The Owner, and entitles The Owner to participate with two cars/drivers, as one of teams participating in the FSR World Championship.

IV. Duration

This Licence is valid for the entire duration of existence of the FSR World Championship.

V. Obligations

This Licence Agreement requires both parties to understand, to observe and to put into effect all the following obligations, for the whole duration of the agreement.

A. The Organizer's obligations:

1. The Organizer shall at every time be represented by the ISR Club Board as defined by the ISR Club Statutes.
2. The Organizer is responsible for the organisation of a professional (that is, competent) competition:
 - a) Including all licensed teams on equal terms.
 - b) Establishing updated and voted regulations for each season
 - c) Following a calendar with scheduled races.
 - d) To host races on an efficient and reliable online server.
 - e) Featuring a website related to the championship, which includes all the necessary public information (official news, participating teams, scheduled calendar, applying regulations and penalty guidelines, installation guide, official results and classifications), the functionalities of the database (registration, management, submission, etc.), the community interactive communication (forum, chat) and the multimedia content (photographs, logos, car liveries, race images, etc.).
 - f) Guaranteeing the legality of every official result, by verifying all relevant files or data with verifying tools, in order to prevent any cheating by the teams or their driver(s).

Note: By organizing a professional competition as described above, the Organizer is offering to The Owner a platform that should enable him to attract his own sponsors.

3. The Organizer will nominate a Technical Director, who will be in charge of the FSR Technical Team, which will be:
 - a) Technically contributing for the organisation of a professional competition, as described in Part V, Section A, Paragraph 2, Points d, e, f.
 - b) Offering assistance to The Owner, as well as to every participating member of The League's community, by e-mail, on the forum or the chat, about any technical questions related to the website (including the forum and the chat), the database, the game (including the mod), the patches, the tools, etc.
4. The Organizer will nominate a Press Director, who will be in charge of the FSR Press Team, which will be:
 - a) Organizing an official Press Conference within 72 hours after every World Championship race and publishing it on The League's website as soon as possible.
 - b) Co-operating with The Owner's team, aiming to promote the team's activity and their sponsors with articles and interviews on The League's website.
5. The Organizer will declare as a goal to use all efforts to find sponsors for The League's funds. According to its financial capacities, The Organizer will give The Owner a certain amount of Prize Money, which will be announced before every season, when the ISR Club's annual budget is ready. The Organizer can under no circumstances be made responsible in the event the introduction of prize money should prove impossible.

6. The Organizer is offering to The Owner online scheduled testing sessions on the race server for his drivers, which will allow him to prepare his team for the forthcoming races.

B. The Owner's obligations:

1. The Owner's team shall be composed of: The Team Owner(s) or the Team Owner(s)'s representative, the Team Manager, the two Official Drivers and at least one Spare Driver. This organisation must guarantee the team to be active:
 - a) Participating at every race with two cars.

- b) Contributing to The League's discussion (ISR Club, TOA e-mail list, and discussion in ISR/FSR public and private forums)
- c) Being available for any question or vote of The Organizer

2. The Owner has the obligation to have at any time his team strictly adhere to the regulations of the FSR World Championship. The Owner is obliged to acknowledge any point of the regulations and to ask The Organizer for clarifications if necessary.

3. The Owner must have a website and a car livery ready in time for his team before the start of each season. Although he's not obliged to, it is in the interest of The Owner to have his website updated throughout the season if he wants to be attractive to potential sponsors and to the public. The Owner also must provide The Organizer with the necessary graphical files of his team and sponsor logos for The League's website.

4. The Owner's drivers have to attend every Press Conference they are asked for by The Organizer's Press Team. The Owner also has to provide the Press Team with a Race Notice as outlined below in Section VIII part D.

5. The Owner's have to send the contract made with their drivers to the Legal Office as per ISR Club Statutes. The decision to use contracts lies with The Owner's and are not forced to use contracts.

VI. License Selling and Price

1. When sold by The Organizer, The License can be put forward in a public auction by The Organizer with a reserve price of € 500 (Euros).

2. The Owner may offer his Licence to The Organizer, however in case of disagreement on the price there exists no legal right for The Owner to return the Licence to The Organizer and to claim reimbursement of the Licence Fee paid.

3. The Owner shall be entitled to sell his Licence to a third party at a freely negotiable price. The new owner will not be subject to any additional payments to The Organizer for purchasing the Licence. Any new owner of this Licence will have to sign a new Licence Agreement with The Organizer.

4. The Organizer is to be made aware of any changes of ownership and will be effective as from the next World Championship race following the acknowledgement of the receipt of the agreed amount.

VII. Prizes

1. The introduction of any Prize at any given time is the exclusive right of The Organizer. The Prize Money shall be exclusively funded from sponsor money and free contributions. The Organizer has no obligation whatsoever to use ISR Club's capital for Prize Money. The Organizer will announce forms of prize money when possible.

VIII. Penalties and Licence Revocation

The Organizer will have the power to penalize any breaches of this Licence Agreement according to the following Licence Penalty Guideline:

A. Inactivity of the Team Owner or Team Manager:

Notes: The period of absence will be determined by the date and time of the first e-mail sent by The Organizer to the Team Owner or manager, until the date and time of the first e-mail received by The Organizer from the Team Owner or manager.

1. In case of absence of either the Team Owner or manager, the aforementioned representative may be replaced in his functions by The Owner's newly nominated representative team owner or manager. The Organizer must be informed of this substitution within two weeks following the conditions of the above Note.
2. Every two weeks of absence during which the Team Owner can't be reached and which can't be justified with a valid reason, accepted by The Organizer, will mean for the team the following penalty: The Owner will be fined €5,- Euros every two weeks from the beginning of the period of absence.
3. If the Team Owner or manager can't be reached during more than twelve months, and his absence can't be justified with a valid reason, accepted by The Organizer, the team will be penalized as follows: The Owner's Licence will be subject to a revocation vote in the ISR Club E-mail List called upon by The Organizer. If the necessary majority is reached, it will be returned to The Organizer without any reimbursement of the Licence fee paid.
4. The Organizer has the right to call upon a vote to have a team's license revoked even before a Team Owner or manager is not reached for an entire twelve months, if it is evident that the Team Owner or manager is becoming absent too frequently.

B. Inactivity of The Owner's official drivers:

Note: The official drivers are considered as absent, when they miss a race.

1. The Owner is fully responsible for his drivers: The Owner must ensure that two drivers from his team take the start at each official event of the World Championship.
2. In the event that a driver cannot attend a race, it is The Owner's responsibility to find a replacement. The Organizer must be informed prior to the event of any driver substitution.
3. Every race the driver misses, which can't be justified by The Owner (or the driver) with a valid reason, accepted by The Organizer, will be penalized as follows: The Owner will be fined € 5, - Euros. Justifications made by the Team Owner (or driver) must be done within 72 hours of the race completion.
4. After a total of 6 races in which The Owner's team did not have a complete line-up (2 drivers), where The Owner (or driver) also didn't justify this breach 72 hours after each of these 6 races with a valid reason, accepted by The Organizer, The Owner's Licence will be subject to a revocation vote in the ISR Club E-mail List called upon by The Organizer. If the necessary majority is reached, it will be returned to The Organizer without any reimbursement of the Licence fee paid.
5. If a period of 12 months has passed since a team did not have a complete line-up at a particular race which was also not justified, it will be disregarded and not included in the 6 races where this breach occurred (should a total of 6 be reached).

C. Website, car livery and graphical files of The Owner:

1. Every month passing without The Owner publishing his website or providing The Organizer with the car-livery or the necessary graphical files, will mean for the team the following penalty: The Owner will be fined €10, - Euros every month after the deadline, before six months have passed. Therefore if a team sends its car livery and graphical files, and also has a website up running after the deadline but before a 1 month since this deadline, there will be no penalty incurred. Once a month is passed after the deadline, if one or more of these requirements are not met, The Owner will be fined €10, - Euros for every month that passes after the deadline.

The deadline is will be announced by the Organizer upon approval of the season calender/schedule.

2. In difficult times, The Owner may request an extension to be determined by the Organizer. After the new deadline has passed, the penalties outlined in sub-section 1 above apply.

3. If the Owner fails to publish his website or to provide the Organizer with the car-livery or the necessary graphical files more than six months after the start of the season, the team will be penalized as follows: The Owner's Licence will be subject to a revocation vote in the ISR Club E-mail List called upon by The Organizer. If the necessary majority is reached, it will be returned to The Organizer without any reimbursement of the Licence fee paid.

4. The Organizer is responsible for allowing enough time for each team to prepare their car-livery, and if not enough time is given then The Organizer will grant applicable extensions.

D. Press Conferences and race reports of The Owner:

Note: Definitions: A *Press Conference* will involve one of the ISR Club's news reporters who will email or other means of communication with the top 3 drivers from the most recent race event, with a series of questions that must be answered. If a driver does not wish to answer any particular questions he may reply with "No comment."

A *Race Notice* should involve three (or more) quotes sent to Admin, regarding the race result, from both drivers and one (or more) of the team managers or owners. It is only mandatory for at least one team manager or owner to give a quote. It is preferred that the Race Notice be submitted in the FSR web-site however sending it to the Press Director or at least to Administration is acceptable.

1. Every Press Conference which wasn't attended by The Owner's driver(s) after a race and every Race Notice of The Owner's team which wasn't released to the Press Team within 72 hours after a race, will be penalized as follows: The Owner will be fined € 5, - Euros. In case of absence, The Owner must inform The Organizer within 72 hours of the race with a valid reason, accepted by The Organizer.

2. Failure to comply with the above section (Section VIII, D, point 1) for six consecutive times will mean that The Owner's Licence will be subject to a revocation vote in the ISR Club E-mail List called upon by The Organizer. If the necessary majority is reached, it will be returned to The Organizer without any reimbursement of the Licence fee paid.

3. If a driver has missed a race he/she is not required to send a quote in the Race Notice.

4. In the case where the Press Director (or any news reporter) does not conduct a Press Conference, no race comments from the top 3 will be required and The Owner will not be obliged to submit a Race Notice, therefore no penalties will be given as stated in Section VIII, D, point 1 and 2).

E. Failure to place votes in the Team Owner's Association (TOA):

1. It is the Owner's responsibility to ensure there is a vote made in each Official TOA Vote.
2. If a Team Owner fails to vote twice within any 12 month period, the Owner will be penalised €10, - Euros. The Owner will then be penalised a further €10, - Euros for each failure to vote in the same 12 month period.
3. If the Owner fails to vote 5 times in any 12 month period, The Owner's Licence will be subject to a revocation vote in the ISR Club E-mail List called upon by The Organizer. If the necessary majority is reached, it will be returned to The Organizer without any reimbursement of the Licence fee paid.

F. Accumulation of penalties:

If a team fails to pay any of the above penalties within 12 months of having incurred them, The Owner's Licence will be subject to a revocation vote in the ISR Club E-mail List called upon by The Organizer. If the necessary majority is reached, it will be returned to The Organizer without any reimbursement of the Licence fee paid.

G. Cheating:

1. The Owner explicitly agrees that cheating is a big threat to The League's activity. So is the sheer to attempt to accuse opponents publicly of cheating.
2. Accusations and Discussions about possible cheating within The League are to be made exclusively in private between the Owner and The Organizer. Team members of The Owner's team are not allowed to make public statements in this respect.
3. It is therefore agreed between The Organizer and The Owner that any proven cheating as well as any public accusations of cheating made by any of The Owner's ISR Club members towards another member of the ISR Club will result in an exclusion vote held in the ISR list and attended by all members of the ISR Club.

H. Other offences:

The Owner should understand that other offences, which may include – but are not limited to – malicious or otherwise causing damage or nuisance to The Organizer and its property or to The League, continuous or excessive abusive behaviour, public accusations of any kind against ISR Club or its officials, or against the league, may result in exclusion. The Organizer will issue an official warning to the offending Owner before it is considered that The Owner's Licence will be subject to a revocation vote in the ISR Club E-mail List called upon by The Organizer. If the necessary majority is reached, it will be returned to The Organizer without any reimbursement of the Licence fee paid. The warnings issued may include a penalty at the discretion of The Organizer.

I. Failure to pay debts to The Organizer.

Note: The following section (section VIII part I) does not refer to penalty money owed to the league that have accumulated (for that, see section VIII part E, above), it refers to any other debts that may be held by a member (or past-member) of the ISR Club.

1. If for whatever reason a member (or past-member) of the ISR Club owes money to The Organizer (the league) and a period of 1 month has surpassed, an official warning by The Organizer will be made to the respected holder of the debts. If another month has surpassed without the payment been transferred back to the league, and the debt is being held by a Team Owner, The Owner's Licence will be subject to a revocation vote in the ISR Club E-mail List called upon by The Organizer. If the necessary majority is reached, it will be returned to The Organizer without any reimbursement of the Licence fee paid. All other offenders will face exclusion from the ISR Club and be repeatedly called upon to return the debts to the league.

IX. Sponsorship

1. It is required by all teams to participate along with all sponsorship proposals made by external organizations in accordance to the league. Whatever is agreed upon by both parties, being the ISR Club and the Sponsor, where it involves action to be made by The Owner and his/her team, must be carried out by the appropriate deadlines and within the specified regulations agreed upon with the signed contract.

2. It is required by the ISR Club to have ALL teams agree and accept the regulations and requirements of the sponsorship proposal, before the contract is signed by The Organizer and the Sponsor. Teams will be given the chance to accept or deny in a vote conducted in the Team Owners Association.

3. Should The Owner fail to deploy the necessary actions required as part of the signed contract by the assigned deadline, as well as to keep these actions in place until the duration of the signed sponsorship contract, The Owner's team(s) will not be able to participate in the World Championship races forthcoming of the set deadline.

4. Should The Owner experience difficulties in having the required actions taken within his team before the deadline is passed, he/she can request special consideration upon where if The Organizer deems the reasons as acceptable, a special exception will be granted in that an extended deadline will be assigned to The Owner. This extended deadline will vary according to what The Organizer deems as fair under the circumstance at hand.

5. Should The Owner wish to make changes to the actions already in place before the duration of the signed sponsorship contract is passed, he/she will be permitted to do so if The Organizer agrees. Should The Organizer disagree to a change and an agreement cannot be reached by both The Owner and The Organizer, The Organizer will check with the Sponsor, and the sponsor's decision is final.

6. The Owner is permitted to discuss a solution for making a change with The Organizer, OR the Sponsor (where The Organizer cannot agree).

X. Court of Appeal

1. All disputes, disagreements between parties being an integrated part of this Licence Agreement are to be judged by The Court of Appeal (COA) at the request of one of the litigating parties.

2. If The Owner's team is not satisfied by the original decision made by the Race director, or by an outcome of a race incident, it must present all evidence to the Race Director within 48 hours of the incident to be judged upon or the Race Director's decision, for the case to be heard.

3. If The Owner's team is not satisfied by The Organizer's decision (made by the Race Director) and wants to present further evidences to the Court of Appeal, to try to have the original ruling reversed or adjusted, it will be given the chance to present its case in writing an Appeal within a period of 72 hours after The Organizer's decision. For other incidents, the period will be of 5 days.

4. The decisions of the members of The Court of Appeal will be final and binding. Legal actions of whatever tenor, financial or other under this Licence Agreement are herewith expressly excluded and The Owner and The Organizer expressly agree to this provision with their signature to this Licence Agreement.

5. It is the responsibility of The Organizer to convene a Court of Appeal consisting of at least 3 neutral members, to hear and rule on any dispute raised between teams and The Organizer, by providing a fully justified and evidence supported decision, quoting the rules and interpretations that were used to reach any decision.

XI. Modifications and additions to Licence Agreement

1. Modifications to this Licence Agreement can be proposed by any Owner and by The Organizer.

2. After careful consultation with all Owners, modifications can be made to this Licence Agreement with a vote resulting in a majority of 75% of all eligible voters.

3. All Team Owners and The Organizer, represented by the President of the International SimRacing Club, shall be entitled to vote.

4. In the case that several parties own a Team, each part owner (whose full name and address has to be indicated in this Licence Agreement) shall have the right to participate in the general discussions, but only one vote per Team will be accepted.

Conclusions

The Owner expressly declares and agrees that he will strictly adhere to all the above rules and regulations. It is hereby agreed, that The Owner has no right whatsoever to claim reimbursement from The Organizer of the Licence Fee paid. The Owner obtains automatic and free membership in the International SimRacing Club.

Appendix

Change Log

Version 3.8 2016 – February 10th 2016

- Changed President (Kris Cobb) and related information

Version 3.7 2015 - February 2nd 2015

- Changed President (Thomas Mundy) and related information
- ISR and Logo added
- Abbreviation for ISR
- Removed “F1” in Definitions and Designations
- Updated Wording (WS > ACE)
- Added PRO
- Updated "Free to join" to "though it might be requested to participate to divisions costs" for ACE/PRO Divisions
- The Owner's Obligations
 - Contributing in ISR/FSR public and private forums
- License Selling and Price
 - Reserve price € 500 (Euros) (from € 1000)
- Contracts sent to Legal Office instead of The Organizer
- Funded from “sponsor money and free contributions”
- Fixed various typos
- Removal of The Organizer's requirement of offering FTP server space
- Addition of Appendix and Change Log