

## **FLEXI-TRAINING SCHEME – PRIVATE SECTOR 2018/2019**

### **Terms and Conditions**

1. Following the success of the previous scheme with the element of flexibility being introduced in the 20/20 scheme, thereby focusing more on flexibility and the actual training requirements of the individual athlete, SportMalta has worked in further improving the scheme with the intention of attaining maximum benefit from the budget allocated to the scheme.
2. To this effect, SportMalta has teamed up with the Malta Olympic Committee in order to attain proper monitoring and testing to ensure fitness and development (progress) of the athletes, without duplicating testing and other type of performance monitoring for the purpose of the reaching the maximum potential through this scheme. SportMalta may also delegate its power to perform the said monitor and testing on the Malta Olympic Committee even when the athlete takes part in a non-olympic sport.
3. In order to attain maximum benefit from the budget allocated to the scheme, SportMalta shall give priority to athletes having potential to win medals at international events and in particular GSSE, Commonwealth Games, Mediterranean Games and other international competition of recognised calibre.
4. Individual athletes who:
  - a. are deemed to have the potential aforementioned in paragraph 3 and/or
  - b. are currently national athletes and attaining good results or
  - c. have the potential of being called for the national team or
  - d. practice sport having great potential of growth in Malta

shall be eligible for this scheme.

5. The aforementioned athletes shall apply directly with SportMalta during the period for applications, which shall be stipulated in a letter circular issued to all National Sports Organisations, who shall have an obligation to inform all their athletes about the scheme. The scheme shall also be available on the SportMalta website.
6. The application, duly filled in by the applicant shall be submitted to SportMalta by the closing date and shall include detail and documentation such as annual training schedule of the athlete, endorsement by the employer of the athlete and all other documentation requires as per these terms and conditions.

7. The National Sports Organisation shall be requested to provide its recommendations in relation to the applicant's performance and potential and the said recommendations shall be taken into consideration by SportMalta. Following the submission of the said recommendations, the applicant shall be asked to sit for an interview whereby SportMalta will establish, amongst others, the training requirements and aspirations of the athlete.
8. SportMalta shall rank the athletes in accordance with the interview results which shall take into account the objectives and priorities established by this scheme and thereby determine the amount of hours per week which (if any) shall be granted to the athlete. For the avoidance of doubt, SportMalta shall have the discretion to grant any amount of hours it deems adequate, taking into account the needs of the athlete and its budgets.
9. The scheme shall be operational on a yearly basis (from January to December).
10. The grant awarded to the athlete shall be capped at €10,000 per annum and the hourly rate for self-employed shall not exceed €12 per hour (provided that the hourly rate is established and supported through detailed accounts and declarations being submitted to the Inland Revenue Department).
11. In the event that the amount of hours granted to an athlete exceeds the capping of €10,000, the athlete shall agree to accept a reduced hourly rate in order to still cover the training hours as set in the Annual Training Programme. The athlete shall not be permitted to refrain from claiming any hours throughout one or more particular months by reason of not having any remaining fully paid hours. For the avoidance of doubt, the reduced hourly rate shall be calculated at the commencement of the scheme such that the athlete will have a complete year of training with a reduced hourly rate and shall not be reconsidered in the event of changes in such Annual Training Programme.
12. Once the rankings are published, the approved athletes shall be required to sign an agreement. The agreement shall also be signed by the coach, the National Sports Organisation and the employer of the athlete. The agreement must reach SportMalta within 30 days. Failure by any of the parties to sign the aforementioned agreement in time may result in the forfeiture of the grant.
13. Once the athlete has been accepted on the scheme and the contract has been signed, the National Sports Organisation shall be expected to provide SportMalta with:
  - a. full profile of the athlete,
  - b. medical and blood test result,

- c. confirmation that the athlete has been selected for the national team and/or is in the process of being part of the national selection for events which are organised, approved or recognised by the respective official International Sports Organisation / Regulatory Body as recognised by SportMalta and/or the Malta Olympic Committee,
  - d. proposed training schedule with time and venues of training.
14. Once the athlete commences training under the scheme, SportMalta, the employer (and in the case of Olympic Sport or when so delegated by SportMalta as stipulated in paragraph 2 of these terms and conditions, the Malta Olympic Committee) shall have the right to perform spot checks during the training programme stipulated hours, including those hours not covered by the flexi-training grant. Furthermore, the aforementioned persons/bodies shall have the right to request any other information (relating to the athlete or to the scheme) as deemed relevant.

For the avoidance of doubt, SportMalta or the Malta Olympic Committee if SportMalta so determines, shall have the right to:

- a. do random spot checks throughout the training programme scheduled times,
  - b. request and immediately be provided with medical/fitness tests to certify that the athlete is of an acceptable level of fitness, appropriate for his/her sport and according to the standards set in the training programme,
  - c. request and immediately be provided with any other information as deemed necessary,
  - d. require meetings with the athlete, the coach and the National Sports Organisation.
15. The National Sports Organisation representing the sport which the athlete practices shall:
- a. be registered with SportMalta and regularly submitting the documentation required by the Registrar,
  - b. be affiliated to or recognised by the respective International Sports Organisation / Regulatory Body.

16. The National Sports Organisation will be, furthermore required to:

- a. provide SportMalta, by not later than the 21st day of the previous month, with detailed schedules, endorsed also by the coach, of the training sessions commencing from the first day of the following month, namely;
  - i. a detailed time schedule of the training programme;
  - ii. details of the coaches involved in the training;
  - iii. details of the training facilities to be used by the athlete;

- iv. details of the content of training;
  - v. details of competitions (locally or abroad) during the following month.
- b. provide SportMalta, within seven (7) days of the following month, a monthly written report, signed by both the athlete and the coach, listing the proceedings of the past month's training scheme, the progress made and the details of attendance, of the employee/athlete, for each training session;
  - c. be fully and totally responsible for the fitness level and medical condition of the athlete all throughout the scheme;
  - d. be fully and totally responsible for the total actuation and supervision of the training programme within the scheme;
  - e. immediately inform SportMalta and the relative head of department should the athlete be dropped from the national selection plans;
  - f. inform SportMalta should the athlete face any injury and/or illness;
  - g. acknowledge the fact that the athlete is sponsored by the government and more specifically SportMalta through the Scheme;
  - h. acknowledge SportMalta as the National Sports Organisation's partner and include the latest SportMalta logo in all its communication material,
  - i. sign the agreement aforementioned in paragraph 12 and 13 of these terms and conditions.

17. The coach entrusted by the National Sports Organisation forming part of the scheme should:

- a. provide contact phone number (which shall be reachable at all times during training hours both falling under the grant of the scheme and other training hours and during events locally and abroad);
- b. be entrusted with the planning and supervision of the athlete during the scheme;
- c. sign the agreement aforementioned in paragraph 12 and 13 of these terms and conditions.

18. The athlete shall, throughout the duration of the scheme:

- a. abide with the Code of Ethics of the respective sport;
- b. make no use of illegal substances and/or performance enhancing drugs and/or other doping methods;
- c. undertake any doping tests and update the ADAMS system thereby keeping NADO informed of his/her whereabouts as well as submit other information (which includes but is not limited to details on the athlete residence, training venues and times, competition schedule, holiday arrangements, etc. as well as a 60-minute timeslot between 6am and 11pm where they can be located for testing) as required by NADO;

- d. immediately provide a contact phone number for quick and easy contact if the need arises;
- e. be available, at all times, to attend to any SportMalta events and accept to be part of any sports promotion material, programmes and/or events organised by SportMalta or government;
- f. wear any uniform, if so provided by SportMalta for any of the aforementioned instances mentioned in sub-paragraph 18(e);
- g. immediately inform SportMalta when sick/injured and is making use of his/her sick leave entitlement;
- h. return to work and the scheme be suspended or terminated as SportMalta shall deem necessary, if he/she:
  - i. is injured (for the period covered by sick leave and until such time that the athlete can return to full training);
  - ii. if dropped from the national selection;
  - iii. is accused of illegal doping;
  - iv. is suspended indefinitely or for a reasonable period from the sport;
  - v. is deemed to have misbehaved or shown lack of respect towards his supervisors, SportMalta officials or any other person so delegated to act on SportMalta's behalf;
  - vi. has done any other action which is deemed of a serious nature.

Provided that in the event of the athlete being convicted (found guilty) of a doping offence / use of illicit substances and/or drugs, the athlete shall reimburse SportMalta the full amount granted for the training hours to the athlete until the scheme is terminated (date of suspension or termination – whichever the earliest).

19. All documentation relating to payments for hours of training shall be submitted by not later than one month from issuing of salary payslip and in the last month (December) by not later than the 15<sup>th</sup> day of the following month (January). Failure to provide the necessary documentation in time may result in the non-payment of the invoices.
20. The documentation required upon application is the following:
  - a. application form and all required documentation (as per application itself);
  - b. Annual Training Programme;
  - c. employment details,
  - d. approval by respective employer or HR as the case may be,
  - e. police conduct,
  - f. all other details required in the application form;
  - g. detailed monthly training programmes;



- h. payslips issued by employer (income tax submission in the case of self-employed).