**PLEASE READ THIS IMPORTANT NOTICE**

The following coaching contract form is being made available only as a sample agreement for consideration by you in developing a contract that represents your particular coaching and legal relationship(s) with your client(s). It is intended to serve as a reference or guide only. You will find possible standard clauses covering a number of important areas of the relationship intended to protect you and your clients. Once you have drafted your version, it is strongly recommended that you review the draft form with your legal counsel for any additional input and for consideration of the applicability of the ICF Code of Ethics to the proposed relationship. ICF is making this sample coaching agreement available “AS IS” without any warranties or representatives as to its suitability or use for any particular purpose.

ICF specifically disclaims any and all liability or responsibility for any claims, actions, losses, injuries of any kind or nature or damages to person or property arising out of or resulting from your voluntary decision to make use of this sample document or any variation hereof.

**ICF SAMPLE MULTI-PARTY COACHING AGREEMENT**

This Agreement for professional coaching services is entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Coach”), \_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Company” or “Company Client” and \_\_\_\_\_\_\_\_\_\_\_\_, a Company employee and client of the Coach as approved by the Company (hereinafter “Employee Client”).

*Whereas*, the Company desires to retain the services of the Coach as a contractor consultant to provide professional coaching services to those employees of the Company as the Company may select from time to time during the course of this Agreement;

*Whereas*, the Coach desires to provide such professional coaching services to the Company’s employees as directed and contracted by the Company;

*Whereas*, the parties each acknowledge and agree that the Coach, in performing the professional coaching services under contract with the Company and for the benefit of the Company’s employees, is bound to comply with the ICF Code of Ethics at all times during the term of this Agreement and while the coaching relationship is in effect.

*Wherefore*, the parties each agree to be bound by the following terms and conditions of the relationship:

1. **Coaching and the Coach-Client Relationship**

* At all times during the performance of professional coaching services under this Agreement the Coach agrees to adhere to and abide by the ethical standards of behavior and conduct established by the International Coaching Federation (“ICF”). Such coaching standards and the ICF Code of Ethics can be accessed by the Company and the Employee Client at [www.coachingfederation.org/ethics](http://www.coachfederation.org/ethics). It is strongly recommended that both the Company Client and the Employee Client each read and become familiar with the ICF Code of Ethics and the applicable standards of conduct and behavior that apply to the Coach.
* At all times during the rendering of professional coaching services by the Coach and receipt of the same by the Employee Client, the Employee Client shall be solely responsible for creating and implementing his or her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship between the Coach and the Employee Client. The Company Client retaining the services of the Coach and the Employee Client each acknowledge and agree that the Coach shall not be liable or responsible for any action or inaction, or for any direct or indirect result of the professional coaching services provided by the Coach.
* The Company Client and the Employee Client both acknowledge that coaching is a comprehensive process that may involves different areas of the Employee Client’s life, including his or her work with the Employer, finances, health, relationships, education and recreation. The Employee Client agrees that the decision as to how to handle or address these issues and the incorporation of coaching principles into those areas and the implementation of choices rests solely and exclusively with the Employee Client and not the Coach.
* The Company Client and the Employee Client acknowledge that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Employee Client’s exclusive responsibility to seek such independent professional guidance and advice as needed. If the Employee Client is currently under the care of a mental health professional, it is strongly recommended that he/she promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed to by the Company Client, Employee Client and the Coach.
* The Employee Client understands and agrees that in order to enhance and maximize the coaching relationship, he/she must communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the relationship. Similarly, the Company Client and Employee Client understand and agree that the Employee Client must be provided with the necessary privacy and ability to communicate freely and confidentially with the Coach without pressure or fear of being expected or compelled to disclose the substance of his/her coaching meetings to the Company Client.
* The Company Client further agrees that it shall at all times accept and honor the Coach’s obligations of confidentiality to the Employee Client and shall not compel or pressure the Coach into disclosing or revealing the substance of the Coach’s meetings, *[assessments or other client materials without a specific agreement by the client before the commencement of the services]* with the Employee Client. In the event of any such demand or pressure on the part of the Company Client the Coach shall be free to terminate the relationship with the Company Client immediately and shall be compensated in full by the Company Client for services rendered through the date of termination of the relationship.

**Both the Company Client and the Employee Client hereby acknowledge their understanding that coaching is not therapy, nor is it a substitute for therapy. Coaching does not prevent, cure nor should it be deemed treatment for any mental disorder or medical disease**.

* The Employee Client acknowledges that he or she may terminate or discontinue the coaching relationship established under this Agreement and pursuant to the Company Client’s retention of the coaching services of the Coach. He/she shall also confirm directly with the Company Client’s designated representative that he or she wishes to discontinue the coaching relationship. *[terms of separation will require two weeks’ notice in writing by the coach or client]*

1. **Term and Scope of Services**

This Agreement shall take effect as of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ and remain in effect until terminated by a party or parties pursuant to Section \_\_\_\_ of this Agreement.

* Company Client hereby retains the Coach to provide selected Company Client employees with professional coaching services focused on the following areas and goals:

a.

b.

c.

d. Such other areas of focus may be determined from time to time during the relationship by consultation and agreement of the Coach, the Company Client and the Company Employee.

* The above services will be rendered in the form of weekly/monthly coaching services rendered to the Employee Client through the following methods (in-person, internet video conference, telephone meetings, etc.). The Coach will also make him/herself available to the Employee Client via electronic mail and voicemail for communications between scheduled meetings as agreed to by and between the Coach and the Employee Client.
* Any expansion or alteration of the scope of coaching services by the Coach must be confirmed in writing and signed by authorized representatives of all parties involved in the process, including the Coach, Company Client and Employee Client.

1. **Duties and Responsibilities of the Parties.**

* Each party to this Agreement acknowledges its complete understanding and agreement that the Coach, while retained and compensated directly by the Company Client (either as a contractor/consultant or as a Company employee) for the purpose of providing professional coaching services to Company selected employees, has continuing and overriding professional duties and obligations as set forth herein to both the Company Client and the Employee Client. Under the ICF Code of Ethics, these continuing duties imposed upon the Coach include, but are not limited to:

1. To conduct him or herself in a manner consistent with the ICF Code of Ethics in all client-coach interactions;
2. To accurately identify the coach’s qualifications, expertise, experience, training, certifications and ICF Credential;
3. To at all times strive to recognize personal issues that may impair, conflict with or interfere with his or her coaching performance or his or her professional coaching relationships;
4. To recognize that the Code of Ethics applies to the coach’s relationship with coaching clients, students, mentees and supervisees;
5. Maintain, store and dispose of any records, including electronic files and communications, created during the coach’s engagement in a manner that promotes confidentiality, security and privacy and complies with all applicable laws, agreements and regulations;
6. To seek to be conscious of real or perceived conflicts of interest and to openly and fully disclose any such real or perceived conflict, including offering to remove him or herself when a conflict arises;
7. To clarify roles for internal coaches, set boundaries and review stakeholder conflicts of interest that may emerge between coaching and other role functions;
8. To disclose to clients and sponsors (i.e. organization) all anticipated compensation that the coach receives from third parties;
9. To carefully explain and strive to ensure that, prior to or at the initial meeting, the client and sponsor understand the nature of coaching, the nature and limits of privacy, confidentiality, financial arrangements, and any other terms of the coaching agreement and relationship;
10. To respect the client’s right to terminate the coaching relationship at any point during the process, subject to the provisions of any coaching agreement in place;
11. To maintain the strictest levels of privacy with all client information and confidentiality with all client and sponsor information, unless release is required by law;
12. To have a clear understanding and agreement as to how coaching information may or may not be exchanged among the coach, client and sponsor including with regard to privacy;
13. To clearly disclose to the client and sponsor the conditions under which confidentiality and privacy may not be maintained (e.g. illegal activity, pursuant to a valid court order or subpoena, imminent or likely risk of danger to self or others, etc.) and to ensure that all parties understand and agree in writing to that limit of confidentiality.

* Both the Company Client and the Employee Client acknowledge and agree to honor and not interfere with or restrict the Coach’s recognized duties and obligations under the ICF Code of Ethics, including the Coach’s obligation to maintain the confidentiality and privacy of content revealed and discussed by Employee Client with the Coach during coaching meetings.
* The Company Client further acknowledges and agrees that the Coach cannot and will not be required or asked by the Company Client to divulge the substance of his/her meetings with the Employee Client without a full and voluntarily signed waiver of confidentiality and privacy on the part of the Employee Client.

1. **Schedule and Fees.**

* The Company Client agrees to compensate the Coach for his/her professional coaching services rendered to the Employer Client employee(s) at the following rate of \_\_\_\_\_\_\_\_ per month based upon the frequency of meetings confirmed in writing by the Coach with both the Company Client and the Employee Client.
* Meetings or calls between the Coach and the Employee Client in the performance of coaching services shall be for \_\_\_\_\_\_ minutes each, unless otherwise agreed and confirmed in writing.
* The times and locations of each coaching meeting with the Employee Client or the date and time of the telephone or video conference meeting will be determined by the Coach and the Employee Client. In the event of telephone or video conference meetings, the Employee Client shall be responsible for initiating the telephone or video conference meetings. In the case of telephone meetings, the Coach and Employee Client will coordinate in good faith to ensure that each has a viable and working telephone number so as to reach the other at the scheduled time and date.

1. **Cancellation Policy.**

***HERE IS WHERE THE COACH SHOULD SET FORTH HIS OR HER REFUND POLICY AND MEETING CANCELLATION POLICY AND FEE, IF ANY.***

* Company Client and the Employee Client acknowledge and agree that it is the Employee Client's responsibility to notify the Coach \_\_\_ (number of) hours in advance of the scheduled calls/meetings. Coach reserves the right to bill the Company Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting with the Employee Client.

1. **Confidentiality.**

* The coaching relationship, in this instance between the Coach and the Employee Client, as well as all information, both oral and in writing, that the Employee Client shares with the Coach as part of the coaching relationship contemplated by this Agreement is bound by the principles of confidentiality as set forth in the ICF Code of Ethics. The parties hereto recognize that the Coach-Client relationship is not considered a legally confidential relationship (such as with one’s physician or attorney) and thus communications are not subject to the protection of any legally recognized privilege. The absence of any such legally recognized principle of confidentiality shall not impair or restrict the Coach’s duty of confidentiality as set forth in the ICF Code of Ethics.
* The Coach agrees that he/she will not disclose any information pertaining to the Employee Client without the Employee Client’s written permission and except as would otherwise be permitted under the ICF Code of Ethics. The Coach will not disclose the Employee Client’s name as a reference without the Employee Client’s signed permission.
* Confidential Information does not include information that 1) was in the Coach’s or Company Client’s possession prior to being furnished by the Employee Client to the Coach; 2) is generally known to the public or in the Company Client’s industry; 3) Is obtained by the Coach from a third party (not the Company Client), without a breach of any obligation to the Employee Client; 4) is independently developed by the Coach without the use or reference to the Employee Client’s confidential information; 5) the Coach is required by law, statute, lawfully issued subpoena, or by court order to disclose; 6) is disclosed to the Coach by the Employee Client and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Employee Client or others; and 7) involves illegal or criminal activity.
* The Employee Client acknowledges his/her continuing duty to raise any confidentiality questions or concerns with the Coach in a timely manner.

1. **Privacy/Data Protection**

* The Coach and the Employee Client will each of them comply as appropriate with applicable privacy/data protection legislation (including GDPR), binding court order, judgment or decree, guidance, codes, policy or standards.
* With regard to processing personal data/personal identifiable information (“data”) in relation to the Employee Client, the Coach will: process such data lawfully (on an appropriate basis including but not limited to consent, or to comply with the Coach’s legal or regulatory obligations, or for contractual performance, or for the Coach’s legitimate interests), fairly and in a transparent manner; collect such data for specified, explicit and legitimate purposes and not further process such data in a manner that is incompatible with those purposes; ensure that such data is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed; maintain such data accurately; keep such data for no longer than is necessary for the purposes for which the data are processed; process such data in a manner that ensures appropriate security of the data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures; maintain records of such data processing under applicable privacy/data protection legislation requirements; share such data with third parties who the Coach will inform the Employee Client about; concerning such data, observe the Employee Client’s privacy/data protection rights under applicable privacy/data protection legislation requirements, which may be subject to some conditions and exceptions; process such data for marketing purposes under applicable privacy/data protection legislation requirements; in case of a security breach concerning such data, where requirements of applicable privacy/data protection legislation are met, notify a regulatory or supervisory authority, board or other body responsible for administering privacy/data protection legislation, and the Employee Client of the data security breach; and, where it is necessary for the Coach to transfer such data internationally the Coach will comply with applicable privacy/data protection legislation requirements designed to ensure the privacy of such data.
* In connection with any infringement by the Coach of applicable privacy/data protection legislation requirements, including a security breach, concerning personal data/personal identifiable information in relation to the Employee Client, the Coach’s entire liability under this Agreement and the Employee Client’s exclusive remedy shall be limited to the amount actually paid by the Employee Client or Company Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

1. **Release of Information.**

* The parties to this Agreement acknowledge and agree that the Coach is or may be engaged in training and continuing education pursuing and/or maintaining ICF credentials. That process requires the names and contact information of all Coach clients for verification by the ICF.
* By signing this Agreement, both the Company Client and the Employee Client consent to the disclosure by the Coach of only the Company Client and Employee Client names, contact information and start and end dates of the coaching services to the ICF only for purposes of verifying the coaching relationship. No personal notes or other personal information will be shared.

1. **Record Retention Policy Optional. *(If the Coach has adopted such a policy)***

* The Company Client and the Employee Client acknowledge that the Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach’s choice (print or digital/electronic) for a period of not less than \_\_\_ years.

1. **Termination**.

* Either the Company Client, Employee Client or the Coach may terminate this Agreement at any time with \_\_\_\_ days/weeks prior written notice. Company Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship with either the Company.

1. **Limited** **Liability**.

* Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Company Client or the Employee Client for any indirect, consequential or special damages. Notwithstanding any damages that the Company Client or the Employee Client may incur, the Coach’s entire liability under this Agreement, and the Company and/or Employee Clients’ exclusive remedy shall be limited to the amount actually paid by the Company or Employee Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

1. **Entire Agreement.**

* This document reflects the entire agreement between the Coach and the Company Client and the Employee Client and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by the Coach, Company Client and Employee Client.

1. **Dispute Resolution**.

* If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Coach and the Company and/or Employee Clients agree to attempt to mediate in good faith for up to *(certain amount of time such as 30 days)* after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney’s fees and court costs from the other party.

1. **Severability.**

* If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

1. **Waiver.**

* The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

1. **Applicable Law.**

* This Agreement shall be governed and construed in accordance with the laws of the territory of \_\_\_\_\_\_\_\_\_\_, without giving effect to any conflicts of laws provisions.

1. **Binding Effect.**

* This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records and mail the other to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_