

Coaching Collaboration Agreement

This collaboration agreement (hereinafter referred to as the “Agreement”) is dated this _____ day of _____, 20__ by and between Effect Services LLC / Center for Coaching Certification LLC / Center for Coaching Solutions LLC, Florida Limited Liability Corporations (hereinafter referred to as CCC), with an address of: 6132 Pebble Beach Boulevard, Winter Haven, FL 33884 and _____, hereinafter referred to as Coach, whose address is: _____

Preamble:

CCC provides coach training programs, is accredited by IACET (International Association for Continuing Education and Training) to offer CEUs, plus the programs are approved by the ICF (International Coaching Federation), and the Certified Professional Coach program is accredited to offer CEs by the AICI (Association of Image Consultants International). The mission statement of the Center for Coaching Certification is to, “Enhance your Coaching experience with quality, professionalism, and support.” It is the intent of the CCC to support quality, professionalism, and the success of those served through the training programs by promoting and marketing the coaching services of graduates. Additionally, CCC collaborates with graduates of the training programs to increase access to coaching for organizations.

The Coach is in business for themselves serving various customers in various capacities including coaching amongst other things. It is the intent of the Coach to expand their skillset and range of services, gain additional coaching experience, and provide coaching to support increasing access to coaching with a focus on the best interests of the coaching clients.

To this end and to best serve and protect coaching clients now and in the future while ensuring the integrity of CCC and the Coach, CCC and Coach agree as follows:

I. Areas of Focus:

Coach will provide a standardized bio to CCC for client ease of use highlighting coaching, coaching experience, ICF membership, and coaching credentials. Coach will cite their coaching niches and areas of experience.

CCC will train coaches, promote and market coaching services, contract for marketing support, maintain information on available coaches, support selection of coaches for customers, plus coordinate contracting with organizations, ensure satisfaction with coaching services provided, invoice organizations, and pay collaborating coaches their share from the proceeds.

CCC and Coach hereby agree to collaborate on additional marketing and services for providing coaching as appropriate.

II. Business Collaboration

Effective immediately, Coach and CCC agree to collaborate for the provision of coaching. Coach agrees to devote their best efforts to any provision of coaching services they choose undertake in collaboration with CCC. CCC commits to promoting the availability of coaching, arranging client orientation, supporting coaching orientation with organizations, maintaining coach bios,

negotiating and managing agreements, accepting and processing payments, maintaining required coaching service records, marketing services, and will devote their best efforts to supporting all collaborating coaches.

III. Sharing of Fees

CCC will negotiate for fees with clients. Once a rate has been determined, then CCC will discuss the fee share amount for coaching with Coach. The agreed upon Fee Share shall be paid by CCC to Coach after the coaching is successfully completed, all documentation submitted to CCC for invoicing the client, and receipt of payment from the client. Coach agrees to refrain from discussing fees with sponsors or clients because the information is confidential to specific people within organizations.

CCC shall schedule payment of the revenue share for completed work to Coach upon receipt of payment from the client. Payments may be completed via check or credit card.

IV. Coach's Responsibilities

Coach agrees that:

1. Coach hereby agrees to abide by and be held accountable to the ICF Code of Ethics. If Coach is an ICF member Coach is held accountable by the ICF. Whether Coach is a member of the ICF or not, Coach agrees that if CCC or sponsors or clients determine there is an ethical violation, then this agreement may be terminated immediately and Coach shall be accountable for damages.
2. Coach is responsible for completing the coaching satisfactorily as per the times and dates scheduled with the client. Generally, Coach is the only one available to coach per the schedule they set with the client. If the Coach has a conflict arise, Coach will ask the client if they can reschedule or if the client prefers, find a qualified colleague to substitute with CCC approval.
3. Organizations, prospective sponsors, sponsors, prospective clients, and coaching clients introduced through CCC are customers of CCC. Services provided including but not restricted to CCC courses, one-on-one coaching, group or team coaching, and coaching program services, will be provided in collaboration with CCC. Coach will not actively solicit outside work from any of CCC's customers or those referred by a customer except in collaboration with CCC unless the customer was a prior customer of the Coach and the Coach notifies CCC. Likewise, CCC will not actively solicit work from any of Coach's customers or those referred by a customer of Coach except in collaboration with Coach unless the customer was a prior customer of CCC and CCC notifies Coach.
4. All communication with CCC customers / sponsors / clients / coachees regarding contracting, agreements, fees, processes, and coaching program support shall handled CCC. Coach shall sign an agreement with the client they coach regarding the coaching only.
5. All confidential communication with individual coaching clients regarding the coaching, notes, etc. shall remain confidential between the coach and the client. Coach agrees to protect client confidentiality.

At all times, CCC and Coach shall have the following responsibilities:

1. Both: Continue professional development and ensure competency as defined by the International Coaching Federation.
2. Both: Participate in scheduled meetings.
3. Coach: Once coaching is scheduled for a client, successfully complete the coaching session(s); if the Coach does not successfully complete the coaching then CCC reserves the right to charge the Coach for incurred additional costs associated with cancelling the coaching or securing a substitute Coach.

For purposes of this Agreement, “successfully complete” coaching session(s) means coaching in keeping with ICF’s Core Competencies and PCC Markers plus compliant with ICF’s Codes of Ethics to the satisfaction of the client and sponsor.

4. Both: Maintain a functioning computer capable of supporting meeting clients online and with webcam if client desires, maintain a high-speed internet connection, and an online meeting account that protects confidentiality (such as Zoom), and ensure a quiet, private location conducive to the conduct of coaching sessions.
5. Both: Prepare and plan for technical interruptions.
6. Both: Participate in and successfully complete all applicable Coach qualification training, orientation, or meetings.
7. Coach: Start all scheduled coaching sessions on time which means being ready for at least 15 minutes before the schedule start time.
8. Coach: Respond to all client calls or emails promptly, within no more than 1 business day after receipt, unless there are exceptional circumstances in which case Coach shall notify CCC.

For purposes of this Agreement, “exceptional circumstances” include Coach emergencies and excessive client calls or emails.

9. Both: In the event of an emergency, notify client as far in advance as possible and coordinate for securing a substitute Coach or allow for the respectful rescheduling or cancellation of a coaching session at the discretion of the client.
10. Both: Use negotiated coaching agreements where applicable.
11. Coach: The Coach shall not sell or promote their products, materials, training, coaching, or other services during engagements collaborated on with CCC.
12. Both: Protect the confidentiality of all clients and sponsors and restrict use of their contact information for the provision of coaching services; Coach shall not use client or

sponsor information for any other purposes per the ICF Code of Ethics protecting confidentiality and this agreement.

13. Both: Agree that all coachees, sponsors, and referrals secured by CCC are customers of CCC and contracting for work outside of the agreed-upon services is only done in collaboration with CCC unless the customer was referred by the Coach and Coach notified the CCC.
14. Both: Coach agrees that client information will only be kept in their coaching log if agreed to by the client and that once the associated invoice(s) are submitted to CCC, Coach will delete the information from their devices and records with the exception of their coaching log if permitted by the client. CCC will protect confidentiality and only retain records of service and agreements.
15. Both: Coach shall not copy, reprint, duplicate, or recreate in whole or in part, alone or in combination with anything else, any CCC copyrighted materials. Neither this Agreement nor the providing of any materials or confidential information to the Coach shall be construed as granting to Coach any license or rights in any such information. Likewise CCC shall not copy, reprint, duplicate, or recreate in whole or in part, alone or in combination with anything else, any Coach copyrighted materials. Neither this Agreement nor the providing of any materials or confidential information to the CCC shall be construed as granting to CCC any license or rights in any such information.
16. Both: If sponsor requests a report, CCC will provide the form to the Coach and Coach will complete it in collaboration with the client. Coach will ask the client to submit the report; if client prefers, Coach shall ask for client permission to submit the report. Coach will ask the client what information the Coach may share with CCC and sponsor to track ROI. CCC will coordinate with sponsor, Coach, and clients to establish a baseline and measure ROI.

V. Authority

It is understood and agreed that Coach is neither a servant nor employee of CCC, and that any actions taken by Coach will be in the capacity of the Coach's business. Equally CCC is neither a servant nor employee of Coach, and any actions taken by CCC will be in the capacity of CCC business. Further, CCC will not be liable for any loss, damage, or risk of loss caused by Coach and Coach will not be liable for any loss, damage, or risk of loss caused by CCC during the performance of the terms and conditions of this Agreement.

VI. Conduct of Business

CCC and Coach will each be responsible for payment of their own applicable taxes, social security taxes, and the like on their earnings, and each agrees to act in compliance with all applicable state and federal laws, laws in their country, rules, and regulations in connection with such payment. Neither will accumulate, deduct, or otherwise provide for the other any retirement benefits or unemployment compensation. Each will maintain their own office at their own expense and will be responsible for all items normally associated with the running of their

business, *i.e.*, telephone lines, internet connection, webinar service, payment of bills, office supplies, rent, printing, furnishings, and the like. Each shall schedule their own work.

VII. Collection and Benefits

CCC has the responsibility of invoicing customers, the collection of monies, distribution Coach share of proceeds, and to ensure the smooth processing for coaching clients and sponsors. Coach shall not accept any payment for any services for which CCC is collaborating.

VIII. Intellectual Property

All intellectual property of CCC is proprietary to CCC and is protected under Copyright. All rights are reserved. The CCC reserves any rights not expressly granted herein. Coach shall not remove, destroy, alter, or otherwise use or disclose to any others any CCC materials which Coach may use in the performance of duties under this Agreement, all of which shall remain the property of the CCC. All CCC clients and accounts with whom the Coach engages for providing training programs shall remain clients and accounts of the CCC. Equally, all intellectual property of Coach is proprietary and is protected under Copyright. All rights are reserved. Coach reserves any rights not expressly granted herein. CCC shall not remove, destroy, alter, or otherwise use or disclose to any others any materials which Coach may provide in the performance of duties under this Agreement.

IX. Termination

Either party may terminate this Agreement at any time by giving the other party thirty days written notice prior to termination subject to Coach complying with scheduled coaching sessions under this agreement. Further, upon any termination of this Agreement, Coach shall promptly return to CCC the originals and all duplicate copies, whether in paper or digital form or otherwise, of any materials provided by CCC to the Coach. After the effective date of such termination, Coach shall not utilize any of the CCC materials, and neither shall not hold themselves out as having current affiliation with the other.

X. Covenant Against Competition

Coach agrees that during the term of this Agreement and for one year after the termination of this Agreement, Coach shall not on Coach's own account, or in association with any other person, firm or entity, provide comparable services to CCC customers. Additionally, Coach agrees that all CCC customer information belongs to the CCC and Coach shall not maintain any records of CCC customers nor solicit nor accept business from or perform work for any customer or account with whom Coach dealt or performed work under this Agreement for the period of one year unless the Coach had a relationship with the customer prior to the provision of services in which case the Coach will notify the CCC in advance of beginning services. Coach may maintain a log of coaching experience hours with client permission. If a client, sponsor, or a referral requests coaching or training for themselves or their organization or another outside of the existing arrangement with CCC, then this shall be arranged for through the CCC.

XI. Right to Cancel

CCC reserves the right to cancel or modify this agreement at any time. CCC also retains the right to cancel coaching prior to the start of services should sponsor or client needs or other circumstances require.

XII. Indemnification and Insurance

The Coach shall indemnify and hold harmless, to the fullest extent allowed by law, CCC, it's agents, employees, and representatives from all claims, demands, suits, actions, payments, liability, judgments, and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this agreement that are caused in whole or in part by the Coach, any subcontractor, or any agents or representatives, either directly or indirectly employed by them. Equally, CCC shall indemnify and hold harmless, to the fullest extent allowed by law, Coach, it's agents, employees, and representatives from all claims, demands, suits, actions, payments, liability, judgments, and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this agreement that are caused in whole or in part by the CCC, any subcontractor, or any agents or representatives, either directly or indirectly employed by them.

Both CCC and Coach agree that each is responsible for their own insurance and each agrees to maintain their own insurance as required by law and to protect the other as follows:

1. Workers' Compensation Insurance and Employer's Liability Insurance: CCC and the Coach shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance. If CCC or Coach are self-employed and not required to maintain their own Worker's Compensation and elects not to carry Workers' Compensation, each hereby agrees to indemnify and hold the other harmless.
2. Professional Liability Insurance: Each shall maintain during the life of this contract, Professional Liability Insurance protecting the other against claims for damages resulting from efforts under this contract whether such operations be by CCC or Coach or by any subcontractor or anyone directly or indirectly employed by same.
3. Automobile Liability Insurance: When conducting business on behalf of the other that requires use of their own transportation, each shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect Coach and CCC against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for same in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows: Bodily Injury and Property Damage 1,000,000.
4. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage must be placed with an insurer that has A.M. Best's Rating of no less than A: VII unless approval has been granted by the other.

XIII. Other Agreements

This Agreement supersedes all previous agreements, oral or written, between the parties and any modification of the Agreement must be in writing and executed by the parties. This is a collaboration agreement, and neither may assign any rights or delegate any duties named under this Agreement to others.

XIV. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid,

addressed as follows:

If for CCC: 6132 Pebble Beach Boulevard, Winter Haven, FL 33884

If for Coach: _____

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

XV. Amendments.

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

XVI. 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 a 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.

XVII. Waiver of Right

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.

XVIII. Applicable Law and Alternative Dispute Resolution

This Agreement shall be governed by the laws of the home state of the CCC and any action shall occur in the home state of the CCC. Notwithstanding the foregoing, in the event of any dispute under this Agreement arising between or among the parties, either party may require that the other party participate in mediation, in good faith, prior to commencing or otherwise proceeding with litigation.

XIX. Entire Agreement

This Agreement is the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

By signing the Coach and the CCC are agreeing to be legally bound hereby.

Date: _____

Coach:

By: _____

Of: _____

CCC:

By: Catherine M. Lusio

Of: Effect Services LLC / Center for Coaching Certification LLC

Initials: