

**Executive, Business Development and Happiness Coaching Services Agreement between**

**Shaista Ali, Executive Coach & CEO**, operating under the business name *Global Allegiance*

– and –

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the Client)

– and –

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Sponsor if applicable)

or hereinafter the parties (the Parties);

whereby *Global allegiance* agrees to provide Executive Coaching Services to the client for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ months beginning on Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Description**

1. Coaching is a purposeful alliance between the Coach and the Client in a thought-provoking and creative process that leads to greater awareness and inspires the client to maximize personal and professional potential. It is a unique opportunity to focus and progress on your personal, professional or organizational goals through the exploration of ideas and authentic dialogue with a confidential and objective partner.

**Responsibilities**

2. The Coach agrees to maintain the Code of Ethics and Standards of Behaviour set out by the International Coach Federation.

3. The Client is responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results. As such, the Client agrees that the Coach is not and will not be liable for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. The Client understands that coaching is not therapy and does not substitute therapy if needed, and does not prevent, cure, or treat any mental health issues or other medical condition.



4. The Client understands that coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and will seek independent professional guidance for such matters. If the Client is currently under the care of a mental health professional, the Coach will recommend that the Client inform the mental health care provider of the Coaching alliance.

5. The Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in coaching.

**Services**

6. The Coach and the Client agree to engage in a recurring monthly coaching retainer, up to \_\_\_\_\_\_\_\_\_ coaching sessions per month for a maximum of \_\_\_\_\_\_\_\_\_\_coaching sessions over a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Coach and the Client shall meet via video conferencing by phone or in person from time to time. The Coach will also be available to the Client by e-mail and voicemail in between scheduled meetings as time permits.

**Schedule & Fees**

7. This agreement is valid beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. The fee for a coaching retainer is \_\_\_\_\_\_\_\_\_\_\_\_\_ which includes 4 sessions per month and will be paid on a recurring basis by the Sponsor or the Client as the case may be within the first 5 days of every month for the duration of the agreement.

 9. The Client is responsible for scheduling all coaching sessions with the Coach and for completing the pre-session intake sheet. Any time not scheduled during the monthly retainer is forfeited by the Client.

10. The Coach may also be available for additional time, at the Client’s request on a discounted rate of \_\_\_\_\_\_\_\_/session. Additional fees may be charged by the Coach under this agreement for any *À la carte* services requested by the Client (*À la carte* service fees – Annex A). No extra costs will be charged to the Client by the Coach for additional time or services unless agreed upon by the parties in advance of the additional time or services.

**Coaching Session Procedure**

11. When meeting by video-conferencing, the Coach will initiate the conference calls via Zoom or other technology at the appointed time. Or in person.

12. The calls/meetings shall be 45 minutes in length.





13. The coaching meetings will be determined by the Client and the Coach based on a mutually agreed upon time using an online scheduling system, initiated by the Client.

14. If the Coach will be at any other number for a scheduled call, the Client will be notified prior to the scheduled appointment time.

15. If the Client is more than 30 minutes late than the appointed time, the scheduled session will be forfeited by the Client.

**Confidentiality**

16. This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound to confidentiality by the International Coach Federation Code of Ethics but is not considered a legally confidential relationship (like in Medicine or Law).

17. The Coach agrees not to disclose any information pertaining to the Client without the Client’s written consent. The Coach will not disclose the Client’s name as a reference without their consent.

18. Confidential information does not include information that: (a) was in the Coach’s possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client’s industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client’s confidential information; or (e) that the Coach is required by law to disclose.

19. According to the ethics of the coaching profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, further coach professional development and/or consultation purposes.

20. Notwithstanding any other provisions of this Agreement, the obligations of confidentiality shall survive the termination or expiration of this Agreement.

**Cancellation Policy**

21. The Client agrees that it is his or her responsibility to notify the Coach of any cancellations 24 hours in advance of the scheduled calls/meetings.



22. Regular meetings governed by section 8 that are missed by the Client will be deemed to be forfeited by the Client. The Coach reserves the right to bill the Client for any additional time governed by section 10 that is missed by the Client. The Coach will attempt in good faith to reschedule the missed meeting.

**Termination**

23. Either the Client or the Coach may terminate this agreement at any time with one (1) month written notice. If terminated by the client, the last month will be owing to *Global Allegiance* and paid within 30 days of the final invoice.

**Limited Liability**

24. Except as expressly provided in this agreement, the Coach makes no guarantees or warranties, express or implied. In no event shall the Coach be liable to the Sponsor or the Client for consequential or special damages. Notwithstanding any damages that the Sponsor or the Client may incur, the Coach’s entire liability under this agreement, and the Sponsor’s and the Client’s exclusive remedy, will be limited to the amount paid by the Sponsor or the Client to the Coach under this agreement for all services rendered up until the termination date.

25. This is the entire agreement of the parties and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

26. If a dispute arises out of this agreement that cannot be resolved by mutual consent, the Client, the Sponsor and the Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not resolved between the Coach and/or the Sponsor and the Client, the parties agree to resolve the dispute through mediation.

**Waiver**

27. 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.



**Applicable Law**

28. This Agreement shall be governed and construed in accordance with the laws of Ontario and the Federal Laws of Pakistan without giving effect to any conflicts of laws provisions.

**Authority**

29. Signed below in duplicate originals by the Parties,

|  |  |  |
| --- | --- | --- |
| Shaista Ali, CEO*Global Allegiance* |  | (Client & Sponsor) |
| Binding Date  |  | (date) |



***Annex A – Contract Price***

|  |  |
| --- | --- |
| \_\_\_\_\_months Coaching services |  |
| \_\_\_\_\_\_discount (if applicable) |  |
|  |  |
| Subtotal |  |
| Applicable taxes (13% HST) |  |
| **Total** |  |

















