

AGREEMENT FOR ADVISORY AND COACHING SERVICES

– version of 14 March 2023 –

This Agreement is entered into by and between: K. Shejavali (EI) dba RM3 Consulting, 54 Rue Greneta, 75002 Paris (hereinafter referred to as “the Coach”) and each entity accepting to receive advisory and/or coaching services (each such entity is hereinafter referred to as “the Client”), whereby the Coach agrees to provide advisory and/or coaching services (hereinafter collectively referred to as “Coaching Services”) for the Client focusing on improving the Client’s performance in specific areas/sub-topics related to: monitoring and evaluation (M&E) systems and, more broadly, managing for results (MfR), specifically in the context of projects aimed at (co-)creating positive social, economic, environmental, and/or ethical impact.

Description of coaching: Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

1. Coach-Client relationship

- 1.1 The Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation (“ICF”). It is recommended that the Client review the [ICF Code of Ethics](#) (attached hereto) and the applicable standards of behavior.
- 1.2 The Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- 1.3 The Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.
- 1.4 The Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client’s responsibility.
- 1.5 The Client acknowledges 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 Client’s exclusive responsibility to seek such independent professional guidance as needed. If the Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.
- 1.6 The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2. Modalities for service provision

- 2.1. The Coach and the Client agree to engage in once-off or multi-session advisory and/or coaching sessions, which may be held telephonically, online (e.g., via a web-based platform designated by the

Coach), or in person. The time and location of the coaching sessions will be determined by, and mutually agreed between, the Coach and the Client.

- 2.2. The duration of each session shall be 60 minutes.
- 2.3. The Coach and the Client will notify each other as early as possible prior to the scheduled appointment time of any changes in meeting time or location. If the Client wishes to cancel or reschedule a session, the Client must give a minimum of 24 hours notice. The Coach agrees to make every effort to reschedule sessions that are cancelled in a timely manner.
- 2.4. The Coach will not be available to Client in between scheduled sessions except to send a recap of the preceding session and to make logistical arrangements for subsequent sessions. Nonetheless, the Coach will make a reasonable effort to respond to Client emails within 48 hours on Tuesdays, Wednesdays, and Thursdays.
- 2.5. However, the Coach may be available for additional time, per the Client's request, on a prorated basis for separate but related services such as reviewing documents, reading or writing reports or presentations, and/or engaging in the provision of other Client-related M&E/MfR support outside of coaching session hours.
- 2.6. If the Coach is required to attend meetings outside of the Coach's offices, the Client agrees to pay for all time the Coach spent traveling to the location of such meetings as well as for any agreed transportation and accommodation costs.

3. Validity date, fees, and payment and refund policy

- 3.1. This coaching agreement is valid as of the date that the Client accepts to receive the Coaching Services. Paying for services, or accepting a free offer of same, constitutes the Client's acceptance to receive the Coaching Services.
- 3.2. The fee is as published on RM3 Consulting's website(s) at the time of the Client's acceptance to receive Coaching Services, or as offered by the Coach via occasional special offers.
- 3.3. Payment of all relevant fees and costs must be made in advance of the delivery of services.
- 3.4. No refunds will be granted for any Coaching Services or related Client-related services that have been rendered up to and including the effective date of termination of the coaching relationship *nor* for any individual sessions that the Client cancels or reschedules without giving a minimum of 24 hours notice *nor* for any individual sessions that the Client misses.
- 3.5. For multi-session advisory/coaching packages, prorated refunds of any unused sessions in the package will be granted if the Client terminates the package within 24 hours after the first session and the refund of any unused sessions is requested within 2 months of purchase of the package; otherwise, any unused sessions are considered forfeited and are non-refundable.

4. Confidentiality

- 4.1. 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 by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. 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 the Client's consent.
- 4.2. *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) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach 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 Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

5. Canceling, rescheduling, missing sessions

- 5.1.** If the Client wishes to cancel or reschedule a Coaching Services session, the Client agrees that it is the Client's responsibility to notify the Coach of this, in writing, 24 hours in advance of the scheduled session.
- 5.2.** A session is considered 'missed' if the Client does not cancel or reschedule the session in a timely manner and/or does not show up for the session within 15 minutes of the agreed start time.
- 5.3.** For Clients who have purchased multi-session packages, the Coach will attempt in good faith to cover the content of the missed session in the remaining sessions. (The Client also has the option of purchasing a separate, once-off session to ensure a dedicated meeting to cover the content of the missed session.)
- 5.4.** If the Coach finds it necessary to cancel a session, this will be communicated to the Client as far in advance as possible, and the Coach will avail a coaching slot dedicated to covering the content of the canceled session.

6. Termination

- 6.1.** Either the Client or the Coach may terminate this Agreement at any time with 3 weeks written notice.
- 6.2.** See the refund clause of this Agreement for the refunds that apply in the case of termination; for ease of reference, these are summarized here:
 - 6.2.1.** The Client understands that no refunds will be granted for Coaching Services or related Client services rendered through and including the effective date of termination of this Agreement.
 - 6.2.2.** For multi-session advisory/coaching packages, the Client must terminate the package within 24 hours after the first session in order to qualify for a prorated refund of the remaining sessions; otherwise, no refunds will be granted.
- 6.3.** The Client and the Coach may agree to participate in a final session to discuss and assess coaching issues such as commitment and follow-through, progress toward goals and goal accomplishment, the coaching process, etc. If mutually agreed, a follow-up assessment session can be discussed and may be scheduled.

7. Limited liability

- 7.1.** 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 nor with respect to the results to be achieved. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all Coaching Services rendered through and including the termination date.

8. Entire agreement

- 8.1. This document reflects the entire agreement between the Coach and the 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 both the Coach and the Client.

9. Mutual non-disparagement and non-defamation

- 9.1. The Client agrees not to disparage the Coach, or her company and its respective agents and affiliates, in any manner likely to be harmful to the Coach and her business, professional reputation, or personal reputation. Similarly, the Coach agrees not to disparage the Client in any manner likely to be harmful to the Client or the Client's business, professional, or personal reputation.
- 9.2. Notwithstanding the foregoing, the Client and the Coach may respond accurately and fully to any question, inquiry, or request for information when required by legal process or in connection with a government investigation. In addition, nothing in this provision is intended to prohibit or restrain any party in any manner from reporting possible violations of law or regulation to any government entity.
- 9.3. The parties each agree not to make any false, slanderous, or defamatory statement to any third party(ies), publicly or privately, concerning the other.

10. Dispute resolution

- 10.1. If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 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.

11. Severability

- 11.1. 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.

12. Waiver

- 12.1. 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.

13. Applicable law

- 13.1. This Agreement shall be governed and construed in accordance with the laws of France, without giving effect to any conflicts of laws provisions.

14. Binding effect

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



ICF CODE OF ETHICS

The ICF Code of Ethics is composed of five Main Parts:

1. INTRODUCTION
2. KEY DEFINITIONS
3. ICF CORE VALUES AND ETHICAL PRINCIPLES
4. ETHICAL STANDARDS
5. PLEDGE

1. INTRODUCTION

The ICF Code of Ethics describes the core values of the International Coach Federation (ICF Core Values), and ethical principles and ethical standards of behavior for all ICF Professionals (see definitions). Meeting these ICF ethical standards of behavior is the first of the ICF core coaching competencies (ICF Core Competencies). That is *“Demonstrates ethical practice: understands and consistently applies coaching ethics and standards.”*

The ICF Code of Ethics serves to uphold the integrity of ICF and the global coaching profession by:

- Setting standards of conduct consistent with ICF core values and ethical principles.
- Guiding ethical reflection, education, and decision-making
- Adjudicating and preserving ICF coach standards through the ICF Ethical Conduct Review (ECR) process
- Providing the basis for ICF ethics training in ICF-accredited programs

The ICF Code of Ethics applies when ICF Professionals represent themselves as such, in any kind of coaching-related interaction. This is regardless of whether a coaching Relationship (see definitions) has been established. This Code articulates the ethical obligations of ICF Professionals who are acting in their different roles as coach, coach supervisor, mentor coach, trainer or student coach-in-training, or serving in an ICF Leadership role, as well as Support Personnel (see definitions).

Although the Ethical Conduct Review (ECR) process is only applicable to ICF Professionals, as is the Pledge, the ICF Staff are also committed to ethical conduct and the Core Values and Ethical Principles that underpin this ICF code of ethics.

The challenge of working ethically means that members will inevitably encounter situations that require responses to unexpected issues, resolution of dilemmas and solutions to problems. This Code of Ethics is intended to assist those persons subject to the Code by directing them to the variety of ethical factors that may need to be taken into consideration and helping to identify alternative ways of approaching ethical behavior.

ICF Professionals who accept the Code of Ethics strive to be ethical, even when doing so involves making difficult decisions or acting courageously.

2. KEY DEFINITIONS

- “Client”—the individual or team/group being coached, the coach being mentored or supervised, or the coach or the student coach being trained.
- “Coaching”—partnering with Clients in a thought-provoking and creative process that inspires them to maximize their personal and professional potential.
- “Coaching Relationship”—a relationship that is established by the ICF Professional and the Client(s)/Sponsor(s) under an agreement or a contract that defines the responsibilities and expectations of each party.
- “Code”—ICF Code of Ethics
- “Confidentiality”—protection of any information obtained around the coaching engagement unless consent to release is given.
- “Conflict of Interest”—a situation in which an ICF Professional is involved in multiple interests where serving one interest could work against or be in conflict with another. This could be financial, personal or otherwise.
- “Equality”—a situation in which all people experience inclusion, access to resources and opportunity, regardless of their race, ethnicity, national origin, color, gender, sexual orientation, gender identity, age, religion, immigration status, mental or physical disability, and other areas of human difference.
- “ICF Professional”—individuals who represent themselves as an ICF Member or ICF Credential-holder, in roles including but not limited to Coach, Coach Supervisor, Mentor Coach, Coach Trainer, and Student of Coaching
- “ICF Staff”—the ICF support personnel who are contracted by the managing company that provides professional management and administrative services on behalf of ICF.
- “Internal Coach”—an individual who is employed within an organization and coaches either part-time or full-time the employees of that organization.
- “Sponsor”—the entity (including its representatives) paying for and/or arranging or defining the coaching services to be provided.
- “Support Personnel”—the people who work for ICF Professionals in support of their Clients.
- “Systemic equality”—gender equality, race equality and other forms of equality that are institutionalized in the ethics, core values, policies, structures, and cultures of communities, organizations, nations and society.

3. ICF CORE VALUES AND ETHICAL PRINCIPLES

The ICF Code of Ethics is based on the ICF Core Values ([link](#)) and the actions that flow from them. All values are equally important and support one another. These values are aspirational and should be used as a way to understand and interpret the standards. All ICF Professionals are expected to showcase and propagate these Values in all their interactions.

4. ETHICAL STANDARDS

The following ethical standards are applied to the professional activities of ICF Professionals:

Section I - Responsibility to clients

As an ICF Professional, I:

1. Explain and ensure that, prior to or at the initial meeting, my coaching Client(s) and Sponsor(s) understand the nature and potential value of coaching, the nature and limits of confidentiality, financial arrangements, and any other terms of the coaching agreement.
2. Create an agreement/contract regarding the roles, responsibilities and rights of all parties involved with my Client(s) and Sponsor(s) prior to the commencement of services.
3. Maintain the strictest levels of confidentiality with all parties as agreed upon. I am aware of and agree to comply with all applicable laws that pertain to personal data and communications.
4. Have a clear understanding about how information is exchanged among all parties involved during all coaching interactions.
5. Have a clear understanding with both Clients and Sponsors or interested parties about the conditions under which information will not be kept confidential (e.g., illegal activity, if required by law, pursuant to valid court order or subpoena; imminent or likely risk of danger to self or to others; etc.). Where I reasonably believe one of the above circumstances is applicable, I may need to inform appropriate authorities.
6. When working as an Internal Coach, manage conflicts of interest or potential conflicts of interest with my coaching Clients and Sponsor(s) through coaching agreement(s) and ongoing dialogue. This should include addressing organizational roles, responsibilities, relationships, records, confidentiality and other reporting requirements.
7. Maintain, store and dispose of any records, including electronic files and communications, created during my professional interactions in a manner that promotes confidentiality, security and privacy and complies with any applicable laws and agreements. Furthermore, I seek to make proper use of emerging and growing technological developments that are being used in coaching services (technology-assisted coaching services) and be aware how various ethical standards apply to them.
8. Remain alert to indications that there might be a shift in the value received from the coaching relationship. If so, make a change in the relationship or encourage the Client(s)/Sponsor(s) to seek another coach, seek another professional or use a different resource.
9. Respect all parties' right to terminate the coaching relationship at any point for any reason during the coaching process subject to the provisions of the agreement.
10. Am sensitive to the implications of having multiple contracts and relationships with the same Client(s) and Sponsor(s) at the same time in order to avoid conflict of interest situations.

11. Am aware of and actively manage any power or status difference between the Client and me that may be caused by cultural, relational, psychological or contextual issues.
12. Disclose to my Clients the potential receipt of compensation, and other benefits I may receive for referring my Clients to third parties.
13. Assure consistent quality of coaching regardless of the amount or form of agreed compensation in any relationship.

Section II - Responsibility to practice and performance

As an ICF Professional, I:

14. Adhere to the ICF Code of Ethics in all my interactions. When I become aware of a possible breach of the Code by myself or I recognize unethical behavior in another ICF Professional, I respectfully raise the matter with those involved. If this does not resolve the matter, I refer it to a formal authority (e.g., ICF Global) for resolution.
15. Require adherence to the ICF Code of Ethics by all Support Personnel.
16. Commit to excellence through continued personal, professional and ethical development.
17. Recognize my personal limitations or circumstances that may impair, conflict with or interfere with my coaching performance or my professional coaching relationships. I will reach out for support to determine the action to be taken and, if necessary, promptly seek relevant professional guidance. This may include suspending or terminating my coaching relationship(s).
18. Resolve any conflict of interest or potential conflict of interest by working through the issue with relevant parties, seeking professional assistance, or suspending temporarily or ending the professional relationship.
19. Maintain the privacy of ICF Members and use the ICF Member contact information (email addresses, telephone numbers, and so on) only as authorized by ICF or the ICF Member.

Section III – Responsibility to professionalism

As an ICF Professional, I:

20. Identify accurately my coaching qualifications, my level of coaching competency, expertise, experience, training, certifications and ICF Credentials.
21. Make verbal and written statements that are true and accurate about what I offer as an ICF Professional, what is offered by ICF, the coaching profession, and the potential value of coaching.
22. Communicate and create awareness with those who need to be informed of the ethical responsibilities established by this Code.
23. Hold responsibility for being aware of and setting clear, appropriate and culturally sensitive boundaries that govern interactions, physical or otherwise.
24. Do not participate in any sexual or romantic engagement with Client(s) or Sponsor(s). I will be ever mindful of the level of intimacy appropriate for the relationship. I take the appropriate action to address the issue or cancel the engagement.

Section IV - Responsibility to society

As an ICF Professional, I:

25. Avoid discrimination by maintaining fairness and equality in all activities and operations, while respecting local rules and cultural practices. This includes, but is not limited to, discrimination on the basis of age, race, gender expression, ethnicity, sexual orientation, religion, national origin, disability or military status.

26. Recognize and honor the contributions and intellectual property of others, only claiming ownership of my own material. I understand that a breach of this standard may subject me to legal remedy by a third party.
27. Am honest and work within recognized scientific standards, applicable subject guidelines and boundaries of my competence when conducting and reporting research.
28. Am aware of my and my clients' impact on society. I adhere to the philosophy of "doing good," versus "avoiding bad."

5. THE PLEDGE OF ETHICS OF THE ICF PROFESSIONAL:

As an ICF Professional, in accordance with the Standards of the ICF Code of Ethics, I acknowledge and agree to fulfill my ethical and legal obligations to my coaching Client(s), Sponsor(s), colleagues and to the public at large.

If I breach any part of the ICF Code of Ethics, I agree that the ICF in its sole discretion may hold me accountable for so doing. I further agree that my accountability to the ICF for any breach may include sanctions, such as mandatory additional coach training or other education or loss of my ICF Membership and/or my ICF Credentials.

For more information on the Ethical Conduct Review Process including the links to file a complaint, please click the button below.

Adopted by the ICF Global Board of Directors September 2019

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