



COVID Pilot Coaching Agreement

Client Name: _____ (the “Client”) of

This coaching agreement, between Aspergers Victoria (“AV”) and the Client, will begin on the date on which the last party signs this agreement, and will continue for a period of three (3) months from that date or at the completion of up to six (6) coaching sessions (whichever is later in time), unless terminated earlier in accordance with this agreement.

Services: Pursuant to the terms of this agreement, AV will provide its coaching services to the Client and the Client agrees to be coached by one of AV’s coaches (in each case, an “AV Coach”).

The coaching services to be provided to the Client pursuant to this agreement are part of a Covid-19 Transition Pilot Program. The Client agrees to provide feedback and complete surveys and interviews on reasonable request by AV (including at the completion of the Program and in the months following), so that AV may improve it’s coaching approach, improve AV Coach skills and the program for future participants.

Throughout this working relationship, the AV Coach will engage in direct, personal conversations that may be challenging. The AV Coach will hold the Client accountable for their progress. The Client understands that successful coaching requires a co-active collaborative approach between Client and the AV Coach and that such questions are done with a positive intention to move the Client forward.

The Client may also opt to join a private Facebook group for coachees participating in the Covid-19 Transition Pilot Program and possibly other paid coaching programs developed by AV. The Client’s participation in such group (whether active or not) is entirely at their own risk and is otherwise subject to the terms and conditions of the group as displayed there from time to time.

Fees: There are no fees payable by the Client to AV for the coaching services, on account of them being provided as part of a Pilot Program. This coaching is free in exchange for the Client’s feedback about how to improve and develop the AV Coaching Program and the AV Coach’s coaching skills. However, for the avoidance of doubt, should the Client determine to take any coaching actions or activities, in their sole discretion, such as participating in further study or undertaking other types of skill-development of self-improvement, the fees and charges incurred for such actions and activities would be entirely for the account of the Client.

Coaching Sessions: Coaching sessions will be held fortnightly as nominated in your Application Form or agreed with your AV Coach. Coach and Client will arrange each session timing verbally or by email, with a calendar invite to then be sent to the Client in advance of each session.

The Client agrees that it is the Client’s responsibility to notify the Coach at least 48 hours in advance of the scheduled session if the Client cannot make the session or unfortunately, the session will be “lost” with no “make up” session to be offered. Where a Client does not join a session within 10 minutes of its scheduled start time, the session will be deemed as “lost” with no “make up” session to be offered.

Coach Availability: The Coach will be available to the Client by email in between scheduled sessions however their response emails are limited to a single email between the sessions.

Description of Coaching: Coaching is a collaboration (defined as an alliance, not a legal business partnership) between the AV Coach and Client. It is designed to facilitate the creation/development of personal, professional or business goals for the Client, and for the Client to develop and carry out a n action plan for achieving those goals.

Coach-Client Relationship: Coaching is a relationship between the AV Coach and the Client in a thought-provoking and creative process that aims to inspire the Client to maximize their personal and professional potential.

The Client acknowledges that coaching is a comprehensive process that may involve different areas of their 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.

Coaching may address specific personal projects, business successes, employment or general conditions in the Client's life or profession. Other coaching services include value clarification, brainstorming, identifying plans of action, examining modes of operating in life, asking clarifying questions, and making empowering requests or suggestions for action.

Responsibility: AV Coaches as part of their role each agree to maintain the Code of Ethics and standards of behaviour set out by AV from time to time. The Client is responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising from the coaching. As such, the Client agrees that the neither AV nor any AV Coach is liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by AV or the AV's Coaches.

The Client confirms and understands coaching is not a psychological treatment or therapy and does not substitute for them, and does not prevent, cure, or treat any illness, disease or disability, mental or otherwise. 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 counselling, 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.

The Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in the program. In the coaching relationship, the Coach plays the role of a facilitator of change, but the Client agrees it is their responsibility to enact actions or bring about the change. If the Client believes the coaching is not working as desired, the Client will notify AV about the issues with the coaching relationship, and provide feedback to improve the Program.

Prior History: The Client agrees to disclose to AV and their AV Coach details of past or present psychological or psychiatric treatment(s). Prior to commencing coaching, the Client will complete, sign and return AV's "COVID Pilot Coaching – Confirmation and Authorisation to Release Form." The Client will be asked to confirm that they have discussed their participation in the Aspergers Victoria Coaching Program with their Health Care Professional and that their Health Care Professional approves of the Client's participation. The Client will also be asked to authorise their Health Care Professional and Aspergers Victoria to disclose information about the Client to each other (as per the terms of the Release form. In entering into the coaching relationship, and signing the agreement, the Client is agreeing that if any mental health difficulties arise during the course of the coaching relationship, you will immediately seek support from a licensed healthcare professional as well as advise AV, so that AV may determine whether to pause or defer the coaching program.

Privacy and Confidentiality: AV is committed to protecting the privacy of the personal information (including health information and other sensitive information) that it collects and uses. AV's Privacy Policy sets out how a Client's personal information is collected, used and protected. By providing personal information, the Client consents to AV's collection, use and disclosure of that information in accordance with AV's Privacy Policy, as updated from time to time, and available on its website. Clients will also need to regularly update their information in AV's membership pages on the website.

In connection with the coaching process and individual coaching sessions, AV will need to collect, use and disclose, manage and store personal information, including possibly sensitive and health information of the Client. For example (without limitation):

- AV's AV Coaches may take Client notes during a coaching session to assist in planning the next session.



- AV will also need to collect comprehensive in-take information in order for it's AV Coaches to facilitate the coaching program;
- AV Coaches may discuss your case with other AV Coaches and staff, in order to determine the best means to support your coaching journey; and
- AV may disclose your email and address to the International Coaching Federation in order for our coaches to authenticate their coaching hours for coach accreditation purpose. The AV Coach will not divulge to the ICF any information about what happened during a coaching session.

AV Coaches are otherwise bound by AV's Confidentiality and Privacy Agreement, as well as 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. Disclosure of client information is permitted in accordance with the limited circumstances prescribed in AV's Privacy Policy. The Client will need to provide written permission (original letter or email), in the case that he/she wishes their AV Coach to speak to an external party about them.

With respect to matters that the Client considers private and does not wish to discuss with their AV Coach, the Client can, at any point in the coaching session, declare his/her preference not to discuss a specific private issue, by simply stating that they would rather not discuss this issue.

It is also important to confirm that in some situations, there is a privacy risk in using certain media or technology for some clients, such as the internet, mobile phones, Zoom, Skype and cordless phones. The Client confirms that he/she understands and accepts this risk.

Termination: Each of AV and the Client may terminate the coaching services between them immediately verbally or upon written notice from the terminating party to the other party. The clauses related to confidentiality, privacy, limited liability, dispute resolution, law and responsibility shall continue notwithstanding termination.

Limited Liability: Except as expressly provided in this agreement, AV makes no guarantees or warranties, express or implied with respect to this AV coaching program. In no event will AV be liable to the Client for consequential or special damages. Notwithstanding any damages that the Client may incur, AV's entire liability under this agreement, and the Client's exclusive remedy, will be limited to a sum of \$1.00. This provision shall survive expiry of termination of this agreement.

Prior Agreement: The Client acknowledges and agrees that this agreement constitutes the entire agreement between the parties and supersedes all prior written and oral representations.

Governing Law: This agreement is governed by the laws of the State of Victoria, Australia.

Dispute resolution: If a dispute arises out of this agreement that cannot be resolved by mutual consent, the Client and AV agree to attempt to mediate in good faith for up to 30 days after written notice of dispute is given. If the dispute is not so resolved, the parties agree the matter shall go to arbitration in the State of Victoria, Australia, and not a court.

Binding Effect: This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns. The Client's signature on this agreement indicates full understanding of, and agreement with the information outlined above.

Aspergers Victoria believes that our clients are each a unique, creative and responsible person who are in charge of moving their own life forward. We look forward to working with you.

Coaching Client

for Aspergers Victoria



Dated: / / 202

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