

## PARTICIPANT ENROLMENT AGREEMENT

This Agreement is entered into by and between: Mohana HR Futuristics (MHRF), 708, Corona B, Dosti Imperia, Manpada, Thane(W) 400607, Maharashtra, India, and [Name / Address \(Client\)](#) whereby MHRF agrees to provide Coaching Services as per Mohana HR Futuristics's, Potential 2 Performance (P2P), ICF Accredited Level 1 Program.

### Description of Coaching Services provided under the purview of this Agreement :

MHRF is accredited by the International Coaching Federation (ICF) to provide Level 1 (formerly ACSTH) credentialing under their program name, 'Potential 2 Performance (P2P)'.

The details of the program is available herein in **Annexure 1.**

The faculty for the session will also be your Mentor Coach.

### 1) Mohana HR Futuristics-Client Relationship

**A.** Mohana HR Futuristics agrees to maintain the ethics and standards of behaviour established by the International Coaching Federation "(ICF)"( <https://coachingfederation.org/ethics>). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behaviour.

**B.** 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 Faculty. As such, the Client agrees that the Faculty 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 Faculty. Client understands coaching is not a therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

**C.** Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

**D.** 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.

**E.** 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. If 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 Faculty.

F. 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) Services

MHRF and Client/s agree to engage at mutually decided intervals on specified dates, timing and duration for the session/s. The platform to be used for the sessions (virtual, in-person, blend of both virtual & in-person) will also be mutually agreed and decided upon. The faculty assigned to the Client/s will be available to Client by e-mail and Whatsapp in between scheduled meetings / sessions as mutually agreed between Faculty and Client. Faculty may also be available for additional time, as per Client's request on a prorated, pre-decided rate for providing additional services related to the coaching engagement, for e.g. launching assessment tools, reading assessment reports, providing feedback based on the report, etc.

## 3. Schedule and Fees

This coaching agreement is valid as of \_\_\_\_date . The fee will be as mutually decided between MHRF and Client/s for the specified number of sessions and hours.

The coaching session duration shall be mutually decided between MHRF and Client/s. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

The refund policy in effect for the term of this Agreement is as below.

## 4. Payment Policy

We accept payment by bank transfer only. Ideally a participant shall pay for the course in full and in advance. On case to case basis Mohana HR Futuristics permits participants to split payments in instalments. Please write or speak to Ms. Mohana Kotian, +91-9820317089 / mohanahrf@gmail.com to avail this provision. Your course completion certificate is dependent upon receipt of full payment by Mohana HR Futuristics

## 5. Refund Policy

Cancellation of a course must be made a minimum of 15 business days prior to the course to be eligible for a full refund. Cancellations made less than 15 days before the course are not eligible for a refund. Written notice of cancellation shall be effective on the date the withdrawal is received by Mohana HR Futuristics. Refunds will be made within 5 days following receipt of cancellation or withdrawal requests. Registration Modifications or Modifications to registration, including substitutions of participants or transfer of course dates, must be completed at least 15 days before the program date enrolled for. Participants may contact Ms. Mohana Kotian, +91-9820317089 / mohanahrf@gmail.com to modify their registration. Course changes will be allowed as long as there are spots available. A refund is offered in case of personal circumstances such as illness or economic hardship. We don't offer refunds after the start of the program. We also offer the possibility to participate in the next program if a participant needs to stop participating before arriving at half of the program.

## 6. Complaint/Grievance policy

Mohana HR Futuristics seeks to ensure equitable treatment of every person and to attempt to solve any grievances in a timely and fair manner. Participants have the right to file a grievance regarding presentation or content, facility concerns, or instructor/faculty behaviour. All grievances will be addressed to the best of our ability to prevent further problems. A process for filing grievances can be found below:

- *Step 1:-* A participant should first attempt to resolve the issue directly with the Faculty/trainer, staff, or participant with whom they have an issue. If participants are not comfortable approaching the individual, they can proceed to step 2.
- *Step 2:-* If a participant does not feel the issue is resolved, a written request for an appeal should be sent to Director of Education - Ms. Mohana Kotian, +91-9820317089 / [mohanahrf@gmail.com](mailto:mohanahrf@gmail.com) for review. This appeal should include the original complaint and reason(s) the participant is unsatisfied with the resolution attempt(s). Appeals are reviewed and a written response will be provided to the participant within 10 days. All appeal decisions are final.

## 7. Enrolment / Participation Policy

Success in our program requires full commitment by all participants. By enrolling in this course, participants agree to being fully present during all sessions and participate to the best of their ability. This includes arriving on time, abiding by the code of conduct, and engaging in course activities.

### A. Attendance

In order to provide you with the minimum required training hours for certification, it is important that you are present at all course sessions. If you have an emergency or become ill and are not able to attend a coaching session, please contact your Faculty and/or Ms. Mohana Kotian, +91-9820317089 / [mohanahrf@gmail.com](mailto:mohanahrf@gmail.com) immediately. You will be expected to complete the session materials, buddy up with a session partner, and complete a coaching session outside the live session to make up for the missed session.

If you need to miss more than 6 hours of the course, you will have the option to work with the Faculty to cover the missed material at your own expense or register for another course. If you miss more than 10 hours of mentor coaching, you will need to arrange and pay for individual mentor coaching sessions to complete the required 10 hours of mentor coaching to satisfy the International Coaching Federation requirements. Petitions to this policy are considered on a case-by-case basis and must be submitted in writing to the instructor and Ms. Mohana Kotian, +91-9820317089 / [mohanahrf@gmail.com](mailto:mohanahrf@gmail.com).

### B. Course Engagement

Our courses are designed to be interactive and engaging for our participants. It is therefore an expectation that you participate in course activities, including dialogue with the course Faculty and peers, mock coaching practice activities, and experiential learning exercises. If you are unable to participate in an activity, please inform your instructor as soon as possible. Please refer to the code of conduct for additional details.

### **C. Code of Conduct**

Participants are expected to conduct themselves in a professional manner during all sessions. This includes, but is not limited to:

- Arriving on time to all sessions, whether virtual or in-person.
- Attending all live sessions and mentor coaching sessions.
- Having your camera on for virtual live sessions and being physically present for in-person sessions.
- Participating fully in all sessions and mentor coaching sessions. This includes being prepared for the session by completing the homework, assignments and preparatory work given, involving yourself in discussions and activities, assuming responsibility for your learning, and contributing to the learning of others.
- Engaging in discussions with integrity and honesty.
- Being willing to be challenged to think differently.
- Being respectful of your fellow participants and instructors, including silencing your cell phone, not texting, and other disruptive behaviours.
- Embracing diversity and inclusion while respecting the dignity and humanity of others

### **8. Partial Completion Policy**

*We will offer credit for partial completion of a course.* Mohana HR Futuristics will offer credit for partial completion of a course. The number of hours awarded will depend on the number of hours of curriculum received. If you are interested in receiving partial credit for a course in which you are currently or were previously enrolled, please contact Ms. Mohana Kotian, +91-9820317089 / mohanahrf@gmail.com.

Please include details about the course in which you were enrolled, the number of credit hours you are seeking, and any additional relevant information. If approved, you will receive a certificate of credit from Mohana HR Futuristics indicating the number of training hours completed.

### **9. Payment Policy**

We accept payment by bank transfer only. Ideally a participant shall pay for the course in full and in advance. On case to case basis Mohana HR Futuristics permits participants to split payments in instalments. Please write or speak to Ms. Mohana Kotian, +91-9820317089 / mohanahrf@gmail.com to avail this provision. Your course completion certificate is dependent upon receipt of full payment by Mohana HR Futuristics

### **10. Illness Policy**

In order to provide you with the minimum required training hours for certification, it is important that you are present at all course meetings. If you have an emergency or become ill and are not able to attend a coaching session, please contact your Faculty and/ or Ms. Mohana Kotian, +91-9820317089 / mohanahrf@gmail.com immediately. You will be expected to complete the session materials, review the session recording, and complete a coaching session outside the live session to make up for the missed session. If you need to miss more than 6 hours of the course, you will have the option to work with the Faculty to cover the missed material at your own expense or register for another course. If you miss more than 10 hours of mentor coaching, you will need to arrange and pay for individual mentor coaching sessions to complete the required 10 hours of mentor coaching to satisfy the International Coaching Federation requirements. Petitions to this policy are considered on a case-by-case basis and must be submitted in writing to the instructor and Ms. Mohana Kotian, +91-9820317089 / mohanahrf@gmail.com

### 11. Procedure

The time of the coaching meetings and/or location will be mutually determined by MHRF & the Faculty and Client/s based on a mutually agreed upon time. The Faculty will initiate all scheduled calls and will call the Client/s at the following number for all scheduled meetings xxx-xxx-xxxx. If the Client will be at any other number for a scheduled call, Faculty will be notified prior to the scheduled appointment time.

**12. Confidentiality** This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Faculty 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 Faculty-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 Faculty agrees not to disclose any information pertaining to the Client without the Client's written consent. The Faculty will not disclose the Client's name as a reference without the Client's consent. *Confidential Information* does not include information that: (a) was in the Faculty'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 Faculty from a third party, without breach of any obligation to the Client; (d) is independently developed by the Faculty without use of or reference to the Client's confidential information; or (e) the Faculty is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Faculty and as a result of such disclosure the Faculty 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.

### 13. Release of Information (*Optional, based upon specific situation*)

The Faculty engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by ICF. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared.

Client Agrees \_\_\_\_\_ Client Refuses \_\_\_\_\_

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

**14. Session Cancellation Policy** Client agrees that it is the Client's responsibility to notify the Faculty, ideally 48 hours in advance, of the scheduled calls/meetings/sessions. Faculty will attempt in good faith to reschedule the missed meeting.

### 15. Record Retention Policy

The Client acknowledges that MHRF has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of their relationship. Such records will be maintained by MHRF in a format of the their choice (print or digital/electronic) for a period of not less than 2 years.

#### **16. Termination**

Either the Client or MHRF may terminate this Agreement at any time with 15 days of written notice. Client agrees to compensate the MHRF for all coaching services rendered through and including the effective date of termination of the coaching relationship.

#### **17. Limited Liability**

Except as expressly provided in this Agreement, MHRF 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 MHRF be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, MHRF's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to MHRF under this Agreement for all coaching services rendered through and including the termination date.

#### **18. Entire Agreement**

This document reflects the entire agreement between MHRF and the Client/s, 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 MHRF and the Client.

#### **19. Dispute Resolution**

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and MHRF agree to attempt to mediate in good faith for up to (30 days) after notice given. If the dispute is not so resolved even after 30 days, it shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules"), which rules are deemed to be incorporated by reference in this clause. Any claim, dispute or difference relating to or arising out of this Agreement shall be referred to the arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The seat and venue of arbitration shall be Mumbai, Maharashtra, India. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties.

#### **20. 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.

**21. 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.

**22. Applicable Law** This Agreement shall be governed and construed in accordance with the laws of the State of Maharashtra, India, without giving effect to any conflicts of law's provisions.



### 23. 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 [mohanahrf@gmail.com](mailto:mohanahrf@gmail.com)

For Mohana HR Futuristics  (Mohana Kotian) Sole Proprietor Date:-	Client Name/Title Address  Signature Date
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## ANNEXURE 1

### **LEVEL I CREDENTIALLING PROGRAM (FORMERLY, ACC)**

***Oprah Winfrey states, that it was coaching that enabled her to get where she is today !!***

When we speak of *Coaching*, organisations recognize “ICF” (The International Coach Federation) as the principal accreditation body with worldwide recognition. You can now attend a Coach Training Programme in Mumbai for getting 60 hours for your Level I, credentialing.

Mohana HR Futuristics (MHRF), a Management Consulting organization specializing in people transformation through Coaching, Training and Consulting offers this programme through a unique methodology of “Virtual & Face-to-Face” sessions and assignments. This approach blends Western psychological models with Eastern spiritual principles to enhance self-awareness.

You will find more information about MHRF on our website – [www.mhrf.co.in](http://www.mhrf.co.in)

According to the **ICF Global Coaching Client Study**, all companies or individuals who hire a coach are satisfied. A **vast majority of companies (86%)** said that they made their investment back. In fact, almost one-fifth (19%) saw a **ROI of 50 times their investment**, while another 28% saw a ROI of 10 to 49 times the investment. A stunning 99% of people who were polled said they were somewhat or very satisfied with the overall coaching experience.

#### **Benefits of Coaching!**

- Improved work performance and business management
- Increased team effectiveness
- Enhanced growth and opportunities.
- Improved relationships
- Effective communications skills
- Work-life balance and an improvement in wellness.
- Effective time management

#### **The Program Requirements**

TIME & COST	LEVEL I CREDENTIALLING ( FORMERLY, ACC)
Total commitment	60-hours over 5-6 months
Blended session – Virtual and / or Face-to-Face depending on the situation	54-hours over 8 days
Level I- Mentored Coaching	10-hours over 5-6 months
Self-study, assignments and in-group peer coaching	10-hours
Target audience	Professionals who believe in adding Coaching as a competency to their existing skills
Course fee	Rs. _____ + 18% GST



## **Additional ICF Credential Requirements**

MHRF will provide the total training hours, mentoring, and assignments. To complete the ICF credential process, participants must submit the following to ICF online:

- MHRF ACSTH 60 Hour Completion Certificate
- Coaching experience hours online verification (100-hours for Level I)
- One coaching recording with transcription
- Online ICF Knowledge Test
- ICF Level I, Application fees (not included in MHRF course fees)

For details of ICF credential requirements and fees, please visit: [www.coachfederation.org](http://www.coachfederation.org)

## **Course Structure**

The Program is based on ICF competencies, GROW model, and the 70:20:10 leadership development paradigm. Each module will be experiential, i.e. it will focus on the bases of Coaching with an emphasis on coaching practice.

The 6 Modules would cover the following topics:

- Eight ICF Updated Core competencies
- The GROW Model, Inner Game and SCARF models
- Knowing and practicing the essential skills required for coaching
- Neuroscience, its linkage and application in Coaching
- Basics of Neuro-Linguistic Programming (NLP), its linkage and application in Coaching
- The Coaching Journey – a step by step process to be used by you as a Coach with a Client
- Observed and Mentored coaching based on the above

Course Content Manual will be provided to participants.

## **Dates for \_\_\_\_ 2022**

- Introductory webinar on \_\_\_\_\_, \_\_\_\_\_, 2022 – 30 mins. – 1 hour
- During the webinar, the day and dates of the session will be mutually decided

## **Programme Facilitator Profile –**

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