

Executive Coaching Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Executive Coaching Agreement

This Executive Coaching Agreement (this "Agreement") is made on [Date] between [Coach's full legal name or business name] of [Coach's address] (the "Coach"), [Coachee's full legal name], an executive or employee of the Employer named below (the "Coachee"), and [Employer's full legal name] of [Employer's address] (the "Employer"), acting through its authorized representative [Employer representative's full name and title] .

The Employer engages the Coach to provide one-to-one executive coaching to the Coachee (the "Services") and is the paying party under this Agreement: all fees are billed to and payable by the Employer, not the Coachee, as set out in clause 5. The Coach's client relationship, however, runs directly with the Coachee for the purpose of the coaching itself — the substance of what is discussed in each session belongs to the Coachee, not to the Employer, on the terms set out in clause 4. This Agreement sets out the engagement term and session schedule, what the Coach reports back to the Employer and what the Coach does not, and the boundary between coaching and therapy, counselling or other licensed mental health treatment.

1. The Three Parties and Their Roles

This Agreement has three parties, each with a distinct role. The Employer sponsors and pays for the engagement and receives the limited reporting described in clause 4, but is not a participant in coaching sessions and does not direct their content. The Coachee is the individual who attends sessions and receives the coaching, and holds the confidentiality of what is discussed in them. The Coach provides the Services to the Coachee and reports to the Employer only as this Agreement permits.

The Employer's authorized representative named above may act for the Employer in giving notices, approving the schedule in clause 3, and receiving the reporting described in clause 4, but has no greater access to session content than any other person at the Employer. The Coach can be reached on [Coach's telephone number] and at [Coach's email address] . The Coachee can be reached on [Coachee's telephone number] and at [Coachee's email address] . The Employer's representative can be reached on [Employer representative's telephone number] and at [Employer representative's email address] .

The Coach provides the Services as an independent contractor engaged by the Employer, not as an employee of the Employer or the Coachee, and is responsible for the Coach's own taxes and insurance.

2. Coaching Objectives

The coaching engagement addresses the following objectives, agreed between the Coach and the Coachee and shared with the Employer at this level of description only. The Employer's interest in the engagement is limited to these stated objectives and the reporting in clause 4 — not to how the Coachee chooses to work toward them.

The objectives of this engagement are:

(a) Primary development objectives:

[Primary coaching objectives, e.g. leadership presence, executive communication, team management]

(b) How these objectives were identified:

[How objectives were set, e.g. agreed between Coach and Coachee at an initial session, informed by a 360 review]

3. Engagement Term and Session Schedule

This engagement begins on [Engagement start date] and continues for [Length of engagement, e.g. six (6) months], unless ended earlier under clause 8. During that term the Coach shall provide the Coachee [Number of sessions, e.g. one (1)] session(s) every [Session frequency, e.g. two (2) weeks], each lasting approximately [Length of each session, e.g. sixty (60) minutes], conducted by [Session format, e.g. video call, in person at the Employer's office].

Sessions are scheduled directly between the Coach and the Coachee. Either may reschedule a session with at least [Notice required to reschedule a session, e.g. twenty-four (24) hours] notice to the other; the Employer is not a party to scheduling and is not copied on session-level correspondence.

A session the Coachee cancels with less than the notice above is treated as follows:

[How late-cancelled or missed sessions are handled, e.g. counted as delivered, or write "rescheduled at no charge if requested within 48 hours"].

4. Confidentiality: What Is and Is Not Reported to the Employer

Everything discussed in a coaching session — the Coachee's statements, concerns, disclosures, and the substance of what is worked on — is confidential between the Coach and the Coachee. The Coach shall not disclose the content of any session to the Employer, to the Employer's representative, or to anyone else at the Employer, regardless of who is paying for the Services. This is the central protection of this Agreement: the Employer funds the engagement but does not obtain visibility into what the Coachee actually discusses in it.

The Coach reports to the Employer only the items listed below, and nothing beyond them, unless the Coachee gives written consent to share something further, or disclosure is required by law, is necessary to prevent serious harm to the Coachee or

another person, or concerns a genuine emergency.

The Coach may report the following to the Employer, and no more:

- (a) Attendance and completion: whether scheduled sessions took place, were rescheduled, or were missed;
- (b) High-level engagement progress against the objectives in clause 2, described in general terms only — not the specific statements or examples the Coachee used to discuss them;
- (c) Whether the engagement has concluded, been extended, or been ended early, and by whom;
- (d) Any matter the Coachee has given specific written consent to share with the Employer;
- (e) Anything the Coach must disclose by law, or that concerns an immediate risk of serious harm to the Coachee or to another person.

5. Fees and Payment (Billed to the Employer)

The Employer, not the Coachee, is billed for and pays all fees under this Agreement.

The fee for the engagement is

[Fee, e.g. \$400 per session, or \$8,000 for the full engagement] , invoiced

[Invoicing frequency, e.g. monthly in advance] to the Employer at

[Employer billing contact or address, if different from clause 1] .

Invoices are payable within [Number of days to pay an invoice, e.g. fifteen (15)] days of the invoice date. An invoice unpaid

[Number of days before a late fee applies, e.g. fifteen (15)] days after it falls due carries a late fee of [Late fee] , and the Coach may suspend further sessions until payment is received, after giving the Employer and the Coachee

[Notice before suspending sessions for non-payment, e.g. seven (7) days] written notice.

The Coachee has no payment obligation under this Agreement. If the Employer fails to pay and sessions are suspended or the engagement ends as a result, that is a matter between the Coach and the Employer and does not constitute a breach by the Coachee.

6. Materials and Assessments

Where the engagement includes a written assessment, 360-degree feedback, or a personal development plan, ownership and access are as follows: the Coachee owns and controls the personal development plan and any notes the Coachee makes; the Employer may receive a copy of a 360-degree feedback report only if the Coachee consents, and any such report is otherwise treated as session content under clause 4.

Assessments or materials used in this engagement:

[Assessments or materials used, e.g. a 360-degree feedback instrument, a leadership competency framework, or write "none"] .

7. Not Therapy or Medical Treatment

The Services are executive coaching: a structured, goal-oriented process aimed at professional development, performance and leadership effectiveness. The Services are not therapy, counselling, psychiatric care, or any other form of licensed mental health treatment, and the Coach does not diagnose or treat any medical or psychological condition.

If, during the engagement, the Coach believes the Coachee would benefit from therapy, counselling, or other licensed care, the Coach shall say so and may recommend the Coachee seek it, but is not obliged to provide it and shall not attempt to do so. Nothing about that recommendation is reported to the Employer beyond what clause 4 otherwise permits.

8. Ending the Engagement

Any party may end this Agreement by giving

[Notice to end the engagement, e.g. fourteen (14) days] written notice to the other two.

The Coachee may also end the Agreement immediately if the Coachee no longer wishes to continue coaching, whether or not the Employer agrees, since the Coachee cannot be compelled to attend sessions.

On the engagement ending for any reason, fees are payable by the Employer for sessions already provided, and for any notice period under this clause during which the Coach remains available to deliver sessions. Clause 4 (confidentiality) continues to apply after the engagement ends, without limit of time.

The Coach may end this Agreement immediately, with notice to both the Coachee and the Employer, if amounts owed under clause 5 remain unpaid after the suspension notice given under that clause.

9. Limitation of Liability

The Coach shall provide the Services with reasonable care and skill. Except in the case of the Coach's negligence, wilful misconduct or breach of clause 4, the Coach is not liable for the Coachee's business decisions, performance outcomes, or career results, and coaching does not guarantee any particular result.

The Coach's total liability under this Agreement is limited to the fees paid by the Employer in the preceding [Period for the liability cap, e.g. three (3) months] . Neither the Coach, the Coachee nor the Employer is liable to another for indirect or consequential

loss. Nothing in this Agreement limits liability that cannot lawfully be limited.

10. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of New York] . The parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Agreement is the entire agreement between the parties about the Services and replaces any earlier understanding on that subject. It may only be amended in writing signed by all three parties. Notices under this Agreement may be given by email to the contact details in clause 1 and take effect when sent.

If any provision of this Agreement is held unenforceable, the rest continues in force. A failure by any party to enforce a provision is not a waiver of it.

11. Signatures and Effective Date

This Agreement takes effect on the date of the last signature below. Clauses 4 (confidentiality), 8 (accrued obligations on ending) and 9 (limitation of liability) survive its end.

The parties may sign in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. Each party confirms that they have read this Agreement and that the details entered in it are accurate.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Coach

Signature: _____

Printed name: _____

Date: _____

Coachee

Signature: _____

Printed name: _____

Date: _____

Employer

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____