

# **Participant Agreement**

## A. Subject of the agreement

- 1. This agreement, concerns the training course of DeeKay Excellence Coach Training hereinafter referred to as "the Programme"
- 2. The subject of this agreement is to establish the terms and conditions of attending and completing the Programme, fees and cancellation policy, intellectual property rights, the responsibilities of the Organizer, and the conditions of successfully passing the Programme, obtaining certification and thereafter maintaining the status of the Participant as a Registered DeeKay Excellence Coach.

### **B.** General provisions

- 1. The Participant confirms that she/he is acquainted with the subject of the Programme and its essential purpose and content.
- 2. Following payment of the full course fee, the Organizer agrees to use his best endeavors to provide the Participant with the materials and support necessary for participation in, and completion of, the Programme.
- 3. The Organizer will select the trainers who will lead the programme at his own discretion.
- 4. Following payment of the full course fee and prior to the commencement of the Programme the organizer will send to the participant a schedule detailing the proposed dates, times and any materials required for the Programme.
- 5. Any necessary changes to this schedule will be notified to the participant as soon as possible by the organizer.
- 6. The organizer reserves the right to reject an application to participate in the Programme.

#### C. Completing the Programme, attaining Certification and Registration

- 1. To successfully complete the Programme and attain a Certificate of Accreditation in the DeeKay Excellence Coaching Program the Participant must:
- 1) Fully attend and participate in all the course sessions



- 2) Pass the assessment criteria set out below:
- 2. Assessment will take place by course trainers, who will assess Participants on 3 criteria:
  - 1) Ability to engage with the conceptual ideas presented,
  - 2) Ability to self-reflect on their coaching approach and be open to new learning,
  - 3) Ability to practice coaching using the DeeKay Excellence Coaching System.
- 3. The assessment takes place through
  - a) observation of the Participants engagement in the course, and through
  - b) a short reflection paper that will be written by the Participant after completing the training Programme. They will reflect on their strengths, challenges and personal development needs in relation to the training and coaching using the DeeKay Excellence Coaching System.
- 4. Following successful completion of the Programme, the Participant will receive certification as a Registered DeeKay Excellence Coach and will be enrolled as a member of the DeeKay Excellence coaching network.
- 5. To maintain registration the Participant will have to:
  - 1) Maintain a coaching practice using the DeeKay Excellence Coaching System.
  - 2) Commit to undertake ongoing development to improve her/his coaching practice
  - 3) Undertake regular supervision from a reputable supervisor (preferably DeeKay Excellence trained
  - 4) A subscription fee to retain Registration and membership of the DeeKay Excellence Coaching Network will be implemented in the near future
- 6. Maintaining Registration enables the Participant to continue to use the title Registered DeeKay Excellence Coach and maintain membership of the International DeeKay Excellence Coaching Network.
- 7. If the Participant does not re-apply to become a Registered DeeKay Excellence Coach at any period, she/he may continue to utilize the knowledge and materials gained on the Programme during individual coaching work, but will not be entitled to use the title Registered DeeKay Excellence Coach and will forfeit the benefits of membership of the DeeKay Excellence Coaching Network



## **D. Intellectual Property:**

Personal use of DeeKay Excellence Coach materials and methods

- 1. The Organizer states that the Programme is his own work and that he owns full property and non-property rights to it.
- 2. The Organizer entitles the Participant to benefit from the certificate of accreditation and from the materials acquired during the Programme exclusively for the purposes of her/his practice as a coach. This excludes the right to use the materials in further training of coaches, managers or anybody else.
- 3. If the Participant wishes to use the DeeKay Excellence Coaching System to engage in large scale organizational trainings and coaching projects beyond their personal/team coaching work, they are obliged to contact DeeKay Excellence who retain intellectual property rights for these purposes. Partnership agreements on how to deliver large scale training work using the DeeKay Excellence Coaching System, can then be negotiated on this basis.
- 4. All material and information gathered by the organizer during the Programme will remain the property of DeeKay Excellence Coaching and may be used by the Organizer to form part of subsequent marketing /promotional /educational/training material. This may include, but is not limited to, photographic, digital images and sound recordings created during the Programme.

#### E. Termination of Certification and Membership

The Organizer can terminate certification and membership with immediate effect and without compensation should the Participant be adjudged by the Organiser:

- 1) To have breached the provisions of this agreement
- 2) To have ceased practicing as a coach (formally or informally)
- 3) Act in any way that is a breach of ethics as judged by the representative of DeeKay Excellence. The ethical code follows internationally accepted standards as set out by ICF at: <a href="https://coachingfederation.org/ethics/code-of-ethics">https://coachingfederation.org/ethics/code-of-ethics</a>

#### F. Fees, Refund and Cancellation Policy

- 1. Course places will be allocated on a first come first served basis. However, the Organizer reserves the right to reject an application to participate in the course
- 2. Enrolment on the Programme is subject to the receipt of funds for the course. The Full balance is due 21 days prior to the start of the Programme.



- 3. Cancellation by Participant: Return of Fee Policy Cancellation up to 8 weeks before course starts: Full refund Cancellation up to 4 weeks before course starts: 50% refund Cancellation after 21 days before the course starts: No refund
- 4. Cancellation by Organizer. If for any reason the Organiser has to cancel the course the Organiser will use his best endeavors to offer another course date. Alternatively, the Participant will be entitled to a full refund of any course fees paid. The liability of the Organiser is strictly limited to the repayment of course fees and the Organiser is unable to compensate the Participant for any other expenses incurred. In addition, the Organizer reserves the right to remove from the Programme, without compensation, a participant, who is negatively impacting other participants and/or the learning environment.
- 5. No refund would be provided if participant decides to do partial completion due to any reasons

### G. Adjudication of disputes

1. Disputes arising from this agreement will be resolved amicably by the Parties, however, in case of failure, the court of jurisdiction will be that of India.

## **H. Partial Completion Policy**

- 1. All participants are required to complete the program in full for ACC or PCC with at least 80% attendance. Failing to which the course completion certificate won't be provided. In case if they are not able to complete in full in one batch, they will be provided access to next batch when the training is provided for them to complete it in full. No refund or certificate would be provided for Partial completion.
- 2. Participants who wish to pursue only ACC can have a option to complete the 60 hrs of training required to apply for the ICF ACC credentials with a partial completion certificate from DeeKay Excellence and submitting it through the portfolio approach for ICF performance evaluation.
- 3. Participants who wish to do partial hours of DeeKay Excellence Level 1 Leadership Coaching Program will not be provided with Partial completion certificate.

#### I. Transfer of Credit Policy

- 1. No transfer of credit will be done for any courses that is not relevant to the ICF Core competencies. However, if the course done is the ICF approved training from any other institute relevant to that of covering ICF Core competencies, It would be considered based on the no of hours of training completed and adjusted towards current training hours for max of up to 60 hrs.
- 2. No change in charges would be permitted for transfer of credit.



- 3. Participant applying for transfer of credit is expected to disclose previous training details in advance before registering for the DeeKay Excellence Coach training program.
- 4. Transfer of Credit decision is final based on the documents submitted related to the training already completed and DeeKay Excellence has all rights to not provide any Transfer of credit by communicating in advance during registration process.

## J. Illness Policy

1. In case, the participant is not able to continue the training due to illness, They can opt to join the later cohorts of DeeKay Excellence Program.

Organizer	Date
Participant	Date

