



Winslow Research and Development Institute, LLC Authorized Coach Agreement

This "Authorized Coach" Agreement dated _____, is intended to clarify and codify the professional relationship between *Winslow Research and Development Institute* (hereinafter referred to as "WRDI"), and _____ (hereinafter referred to as "Coach").

"WRDI" designs and markets psychometric assessments and a variety of professional support services (hereinafter referred to as the "Works"). "Coach" is requesting, and "WRDI" is granting to the "Coach", the right to administer and implement the "Works" exclusively for professional coaching purposes (not for hiring or consulting purposes). "Coach" acknowledges the importance of maintaining high standards of ethics in its use of the "Works," as defined by the American Psychological Association. "WRDI" acknowledges that the "Coach" has successfully completed *Assessment Basics* and *The Confident Coaching Process* courses in the Winslow University Foundations Series.

Marketing Rights - "WRDI" grants "Coach" the non-exclusive right to advertise and promote the Winslow "Profile" when marketing its professional coaching services. "Coach" acknowledges that it must use the "WRDI" Style Guide to design such materials. "Coach" agrees to obtain written consent from "WRDI" prior to initiating any promotion. Such consent will not be unreasonably withheld.

"Coach" agrees:

- a. To honor all copyrights held by "WRDI"
- b. To operate its business according to the ethical and professional standards taught in the Winslow University courses and espoused at various "WRDI" forums.
- c. That the "Coach" has full authority over the pricing for its professional coaching services.
- d. That the "Coach" is operating under the supervision of a Licensed Winslow Consultant, _____.
- e. To attend a live (or taped) monthly Coach's Forum at the prevailing monthly fee. "WRDI" will award each Authorized Coach the first three months free.
 - If the Authorized Coach fails to attend or watch the recorded Coach's forum for 90 days, then that would indicate that the individual is relinquishing the right to be an Authorized Coach. In that case, reinstatement fees and possible re-training would apply.

Independent Contractors - It is acknowledged and agreed by the "Coach", the "Consultant" and "WRDI" that each of the parties to this Agreement is an independent contractor, and that no party has any authority, express or implied, to act for, or on behalf of, the other parties at any time. Further, no party shall purport to act as an agent or employee of the others but solely and exclusively as an independent contractor. "Coach" shall be solely and exclusively responsible for its own financial and taxation matters and agrees to indemnify and hold "WRDI" harmless from any and all liability which may be incurred by "WRDI" as a result of acts by the "Coach".

Confidentiality - "Coach" acknowledges that in the course of its operations it will acquire information, either proprietary or confidential, which is of substantial value to "WRDI". "Coach" agrees not to communicate such information to outside parties.

Agreement Renewal - This Agreement will automatically renew every 12 months on the anniversary of the commencement date, as long as "Coach" is in compliance with the terms of this Agreement.

Entirety of Agreement - This agreement incorporates the entire scope of the relationship between "WRDI" and "Coach". No other terms or conditions are implied or may be inferred.

Signature of Coach

Printed Name of Coach

Date

Signature of WRDI Representative

Printed Name of WRDI Representative

Date

Signature of Licensed Winslow Consultant

Printed Name of Licensed Winslow Consultant

Date