

TERMS AND CONDITIONS OF VIRTUAL EXECUTIVE COACHING (“VEC Terms”)

1. Definitions

“Admission” means the acceptance of the Coachee to the Coaching Programme by INSEAD Admission Committee without the need of the Coachee’s confirmation.

“Additional Coaching Session” means the additional virtual coaching session of sixty (60) minutes purchased by the Coachee in addition to the Coaching Programme. The Coach for such Additional Coaching Session will be the same as the Coach for the Coaching Programme. Coach and Coachee may schedule the Additional Coaching Sessions all at once or choose to schedule one Coaching Session at a time, taking into consideration that all Additional Coaching Sessions shall be completed within six (6) months from Commencement Date of Coaching.

“Affiliate(s)” means any corporation, firm, partner, organization or entity, whether de jure or de facto, which such party directly or indirectly controls, is controlled by or is under common control with.

“Agreement” means this Agreement, which is entered into by (i) INSEAD and the Coachee where it is self-funded; or (ii) INSEAD, the Coachee and the Company where the Coachee is Company-funded.

“Coach” means the professional coach engaged by INSEAD to coach in INSEAD Virtual Executive Coaching and assigned for Coaching to the Coachee.

“Coachee” means the individual who has applied to participate in the Programme and INSEAD has agreed to admit in the Coaching Programme with a written confirmation of Admission.

“Coaching” or **“Coaching Programme”** means on-demand virtual executive coaching with one highly experienced executive Coach. The Coaching Programme consist of four (4) one-to-one virtual Coaching Sessions prepaid by Coachee upon registration. The Coach assigned to the Coachee will be the only Coach for the Coachee throughout the four (4) Coaching Sessions.

“Coaching Fee” means the fee payable by the Coachee or the Company to INSEAD in relation to the Coachee’s participation in the Programme.

“Coaching Session” means the virtual coaching session of sixty (60) minutes scheduled by the Coach and Coachee. Coach and Coachee may schedule four (4) Coaching Sessions all at once or choose to schedule one Coaching Session at a time, taking into consideration that all Coaching Sessions shall be completed within six (6) months from Commencement Date of Coaching.

“Commencement Date of Coaching” means the date on which the first Coaching Session between the Coach and Coachee is scheduled.

“Company” means the company or legal entity invoiced and paying the Coaching Fee for the Coachee’s participation in the Coaching Programme where it is Company-funded.

“Confidential Information” means all information or data, of any type including technical, commercial or financial information, transferred by one Party to the other orally or in writing, whether marked “confidential” or that is known or reasonably should have been understood by the receiving Party to be confidential.

“Force Majeure” means any cause beyond INSEAD's control such as but not limited to, acts of God, fires, floods, earthquakes, storms, explosion, epidemic, quarantine, sabotage, riot, civil commotions, accidents, delivery delays of sub-contractors and the like.

“INSEAD” means INSEAD, registered office on 1 Ayer Rajah Avenue, Singapore, 138676, acting on its behalf and on behalf of its Affiliates:

- INSEAD France, Boulevard de Constance, 77305 Fontainebleau Cedex, France,
- INSEAD Abu Dhabi, Al Khatem Tower, ADGM Square, Al Maryah Island, PO Box 48049, Abu Dhabi, and
- INSEAD North America, c/o Bencivenga Ward & INSEAD, CPAs, PC, 420 Columbus Avenue, Suite 304

Geographic Scope the term INSEAD in this Agreement will refer to the INSEAD Affiliate executing the Agreement. Each separate Agreement will reflect the Applicable Law of the INSEAD entity executing the Agreement.

“Party(ies)” means INSEAD and/or the Coachee.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Third Party (ies)” mean(s) any person or entity other than INSEAD, INSEAD's Affiliates or affiliated entities, the Coach, the Coachee and Company (where applicable).

2. Delivery of the Coaching Sessions

2.1. Enrolment to Coaching Programme

Coachee shall complete an online registration form and pay the relevant Coaching Fee via online payment or bank transfer. Upon registration and payment, INSEAD shall take reasonable endeavours to contact the Coachee within five (5) business days from receipt of payment and submission of the online registration form to define Coachee's Coaching objectives. Once Coachee's objectives are defined, INSEAD shall review and select a Coach to be assigned to the Coachee and will connect the Coach with the Coachee, allowing the Coach and the Coachee to start planning the Coaching Sessions.

2.2. Coaching Sessions and Additional Coaching Sessions - The Coaching Sessions are private one-to-one sessions between the Coach and Coachee that may be carried out over the phone or livestreaming platforms including but not limited to Zoom, MS Teams, Skype, as agreed between the Coach and the Coachee. The content of the Coaching Sessions is confidential between Coach and Coachee.

2.3. Livestreaming of Coaching Sessions - Livestream of Coaching Sessions require Coachee and Coach to be connected to the livestreaming platforms at the same time. Coachee shall be punctual, online and connected to the livestreaming platform at the scheduled time. The Coachee shall ensure that he/she has a strong internet connection throughout the livestream sessions. The Coachee warrants he/she shall not record any audio or video of the livestreaming sessions without the consent of the Coach and INSEAD to be given in writing.



- 2.4. The Coach will provide in advance all relevant details of the livestream platform(s) he/she will be using to deliver the Coaching Programme. INSEAD and Coach do not guarantee that livestream will perform without errors or continuously. Specifically, INSEAD and Coach do not guarantee any level of performance of the livestream platform(s) and disclaim all liability arising from use of it and any non-performance. INSEAD and Coach shall make reasonable efforts to address technical issues. INSEAD and Coach have no responsibility whatsoever for the content, terms of use or privacy policies of Third Party services including livestreaming platforms.
- 2.5. **Period of Coaching** – The elapsed time to complete the entire Coaching Programme including any Additional Coaching Sessions by the Coach and Coachee is set to six (6) months from the Commencement Date of Coaching.
- 2.6. **Duration of Coaching Sessions** - The Coaching Session lasts approximately 60 minutes per session or at such other duration that may be agreed by the Coach and the Coachee.
- 2.7. **Coaching Session Times** – Subject to no less than 48 hours’ notice, the Coachee may request to reschedule or postpone the Coaching Session. The Coaching Session may be deemed to have taken place if the Coachee gives less than 24 hours’ notice to the Coach. If the Coach cancels a Coaching Session, INSEAD and the Coach will use all reasonable endeavours to notify the Coachee at least 24 hours in advance. The Coaching Session will then be rescheduled at an agreed time.
- 2.8. **Coaching Methods** – The Coachee acknowledges that the Coaching sessions may be personally, mentally and physically challenging and that there may be occasions when the Coachee feels emotional challenges – including frustration, annoyance, or stress. The Coachee will not hold INSEAD and/or the Coach liable for any loss or cost incurred by himself/herself (or any person related to the Coachee) in the event of mental, physical, emotional stress or distress (or other ailment or condition) caused either directly or indirectly in relation to the Coaching Sessions. The Coachee shall indemnify and hold harmless INSEAD and/or the Coach in the event of any such claim.
- 2.9. The Coach will use reasonable endeavours to deliver the Coaching Programme with related coaching materials. INSEAD and the Coach shall be entitled to adapt the Coaching Programme at all times and consequently to alter the timetable, syllabus, location, number of sessions, Coach or external service providers to the Coaching Programme and method of delivery of the Coaching Programme.
- 2.10. INSEAD’s Executive Virtual Executive Coaching Programme does not provide Continuing Education Units credit. Upon request from Participant, INSEAD can issue a letter validating the minimum coaching hours our Programme provides.

3. Coachee's Obligations

- 3.1. The Coachee must attend all four Coaching Sessions to complete the Coaching Programme, and to follow the instructions and complete the activities that may be requested by the Coach.
- 3.2. The Coachee must at all times behave with honesty, show courtesy, consideration and respect during the course of the Coaching Programme. Coachee is expected to avoid any behaviour or conduct that could be interpreted as an inappropriate behaviour ("Inappropriate Behaviour") by the Coach, INSEAD employees, and/or Third Parties. Inappropriate Behaviour may include but are not limited to: unwelcome conduct whether verbal, physical or visual that denigrates or shows hostility or aversion toward an individual including but not exclusively because of his or her gender, colour, religion, national origin, age, disability or sexual orientation.
- 3.3. The Coachee must respect the confidentiality of all Confidential Information that the Coachee acquires during the course of participating in the Coaching Programme and comply with all applicable laws of the territory where the Coaching Programme is delivered.
- 3.4. Coachee agrees that the Coaching Fee shall be paid via a Third-Party platform upon the application for the Coaching Programme performed available at <https://www.insead.edu/executive-education/virtual-executive-coaching>.
- 3.5. Coaching Fee is non-refundable.

4. Payment Terms

- 4.1. INSEAD will issue the invoice for the Coaching Fee upon signature of this Agreement. Coachee or the Company shall pay the Coaching Fee within thirty (30) days from date of invoice via online payment or bank transfer. Until the Coaching Fee is paid in full, INSEAD reserves the right to suspend or exclude the Coachee from attending in all or any part of the Coaching Programme.

(*Please note that the Coaching Fee does not include taxes, as these may vary according to the form of delivery and the location of the Coachee or Company. In particular, note that INSEAD may have to invoice a higher amount than the one listed, to take into account any withholding tax that a Coachee or Company has to apply to the payment, in accordance with his/her local legislation).

- 4.2. Company may withdraw a Coachee by giving INSEAD written notice at any time to the INSEAD Executive Education Department. If Company withdraws a Coachee before the first Session of Coaching starts, no cancellation fee shall apply. If Company withdraws a Coachee after the first Coaching Session has started, INSEAD will count fully the session taken by such Coachee from the Coaching Fee. If Company wishes to change the Coachee by submitting a new candidate for Coaching, the new candidate will be subject to INSEAD's Admission process.

- 4.3. No request for transfer to another Coaching Programme or a change in Coachee will be allowed after the beginning of the Coaching Programme.
- 4.4. Where the Coaching Programme is provided to a Coachee or, if applicable, to a Company who is located in the same territory of the INSEAD's Affiliate campuses, such Affiliate of INSEAD shall bill the Coachee or the Company directly for such Coaching.

5. Intellectual Property

- 5.1. All intellectual property in materials designed and/or developed and/or provided by INSEAD or the Coach and utilized in the Coaching Programme, including but not limited to the platforms, processes, techniques, presentations, methodologies, precedents, video recording, materials and all on-line tools and documents developed for the purposes of assessment, academic engagement, feedback and other curriculum related purposes shall belong to INSEAD ("INSEAD Intellectual Property"). For the avoidance of doubt, INSEAD Intellectual Property includes the content, structure, design and format of the tools, videos, presentations and documents designed/and or developed by INSEAD or Coach and used in conjunction with the Coaching Programme.

6. Liability

- 6.1. The Coaching Programme is intended solely for the Coachee. Any use not in accordance with its purpose, either whole or partial, is strictly prohibited.
- 6.2. INSEAD makes no representation or warranty to the Coachee that any of the coaching methods or Coaching Sessions will fit for the Coachee's particular circumstances. The Coachee shall not rely on advice, discussions, contents of the Coaching Programme or other information made available under this Agreement to take decisions in his or her life, whether personal or professional. The Coachee will not hold INSEAD and/or the Coach responsible for the failure (in whole or part) to achieve any or all of the Coachee's goals.
- 6.3. Save for any liability that cannot be limited by law, INSEAD and Coach's liability to the Coachee for a claim of any kind arising as a result of or in connection with this Agreement whether in contract, in tort (including negligence or strict liability), under any warranty, or otherwise, will not exceed the total Coaching Fee. INSEAD and the Coach shall not be liable for any incidental, indirect, consequential, special or punitive damages. INSEAD and the Coach shall and will not be liable if the Coaching Programme content is modified. INSEAD accepts no liability for any damage caused by any virus or data transmitted to the Coachee.

7. Personal Data

As part of the Coaching Programme, INSEAD and Coach may need to obtain the Personal Data relating to the Coachee. INSEAD and Coach may collect this personal information either via an automated survey or via email.

The Coachee and Company hereby consent to the transfer of their Personal Data to INSEAD's representatives and divisions located outside the European Union, with the knowledge that INSEAD guarantees security and confidentiality. The transfer is supervised according to the requirements of the General Data Protection Regulation n° 2016/679/UE of April 27th of 2016. The Coachee and the Company acknowledge and agree that Personal Data provided to or collected by INSEAD or Coach herein or (where the application is successful) during the course of the Coaching Programme, may be used or disclosed with the Coach to deliver the Coaching Programme, and for the purposes of regulatory compliance, admissions management, student affairs management, academic records, pedagogical management of the Coaching Sessions, improvement of the quality of the Coaching, conduction of surveys and polls in relation to the Coaching Programme, coaching and direct marketing (subject to the Coachee's or Company's consent);

The Personal Data collected on completing this application is confidential and secured and comply with local regulations. INSEAD shall not keep Personal Data for longer a period than is necessary, in relation to the purpose(s) for which the Personal Data was originally collected. The Coachee and Company are granted statutory rights of access, modification, update, deletion and limitation of treatment of their Personal Data ("Loi n°78-17 du 6 janvier 1978 "relative à l'Informatique, aux Fichiers et aux Libertés" modified by the General Data Protection Regulation n°2016/679/UE of April 27th of 2016 as amended). The Coachee and Company may exercise these rights at any time by writing or sending an email to INSEAD at the address indicated below, with the production of a valid proof of identity: INSEAD, Executive Education, Ayer Rajah Avenue Singapore 138676 or execed.asia@insead.edu. For more information, please refer to the privacy policy available at <https://www.insead.edu/privacy-policy>. The Coachee and Company have the right, on compelling legitimate grounds, to object to the collection and processing of his/her Personal Data.

8. Termination by INSEAD

- 8.1. INSEAD may terminate the Agreement by giving the Coachee 2 weeks' notice in writing before the Commencement Date of Coaching. In such case, INSEAD shall refund the Coaching Fee to the Coachee.
- 8.2. In the event of a Force Majeure or where there is a breach by the Coachee of this Agreement (including, without limitation, the non-payment or partial payment of Coaching Fee), INSEAD may terminate this Agreement with immediate effect without cause or prejudice at any time, and no refund of Coaching Fee will be made by INSEAD.

9. Governing Law and Jurisdiction

- 9.1. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty days (30) days, then, upon notice by either party to the other, all disputes, claims,



questions, or differences shall be finally settled by litigation. The litigation shall be held in the country of the party against whom the litigation proceedings are initiated.

- 9.2. The litigation will be submitted to the Coachee's head office court and under the Coachee's registered office law if INSEAD or its Affiliates institutes the litigation proceeding. The litigation will be submitted to INSEAD's registered office court and under INSEAD's registered office law if Coachee institutes the litigation proceeding. The decision and awards of the litigation shall be final and binding.

10. Confidentiality

INSEAD will respect the confidentiality of all Confidential Information it may acquire during the performance of the Coaching Programme. All Parties to the Agreement shall not divulge or communicate to any person or use or exploit for any purpose whatsoever Confidential Information of the other Parties, and each Party shall use its best efforts to prevent its employees, Affiliates or agents from so acting. Each Party may disclose the Confidential Information to its employees but only to the extent necessary to exercise its rights and perform its obligations under this Agreement. The obligations of confidence referred to in this clause shall not apply to any Confidential Information which: (i) is or becomes publicly available on a non-confidential basis through no default of the receiving Party; (ii) is received in good faith by the receiving Party from a Third Party who, on reasonable enquiry by the receiving Party has no obligations of confidence to the disclosing Party in respect of it and who imposes no obligations of confidence upon the receiving Party; (iii) is required to be disclosed by law or judicial order.

11. Miscellaneous

- 11.1. No terms and conditions included or attached by or on the Coachee's or Company's behalf in any purchase order or equivalent document shall apply to the Coaching under this Agreement. In the event of any conflict between this Agreement and any other document executed by INSEAD and the Coachee or Company, the terms of this Agreement shall prevail.
- 11.2. Each Party agrees to comply with all applicable laws and regulations in all locations where it conducts business and confirms that it will not breach any laws in performing this Agreement. Each Party shall comply and ensure that its officers, members, employees, contractors, subcontractors, suppliers or agents ("Personnel") comply with all applicable laws, including those relating to bribery, corruption, money laundering, kickbacks, tax evasion, economic sanctions, authorizations and restrictions of chemical products, health and safety, slavery, human trafficking and modern slavery, and any other prohibited business practices, and should not engage or encourage others to engage in any illegal or illicit activities. Each Party, its subsidiaries and affiliates have not and will not offer, promise or make or agree to make any payments or gifts (of money or anything of value) directly or indirectly to anyone for the purpose of influencing, or inducing anyone to influence decisions in favour of, INSEAD or any of its subsidiaries or affiliates. Each Party that it (i) has not paid, (ii) has not made a commitment to pay and (iii) will not pay directly or through its Personnel



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or entities acting on its behalf any commission, payment facilitation or incentive in relation to this Agreement.