



PART A: SERVICE AGREEMENT

This service agreement ("**Agreement**") is made at _____ on _____ shall be deemed to be effective from _____.

Between

Never Grow Up Workshops Private Limited, having its registered office at 5/A Basant Mahal, Nana Phadnavis Road, Wadala East, Mumbai 400047 (hereinafter referred to as "**the Company**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its affiliates, successors and assigns) of the One Part;

And

_____, a Counsellor / Mental Health Practitioner / DMT professional registered

with _____ having her/his registered office / residential address at

Telephone Number _____ Aadhaar Number _____

hereinafter referred to as 'the Counsellor and/or the Practitioner' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its administrators and permitted assigns) of the **Other**

Part.

Hereinafter, the Company and the Counsellor shall be individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS:

- A. WHEREAS, the Company is a Work Culture Consultancy firm focusing on Employee Engagement, Employer Branding & Internal Communications, Employee Well-Being Services and offer services as mentioned on www.WillNeverGrowup.com.
- B. WHEREAS, the Company desires to offer Counselling services to their clients and are desirous of engaging the Counsellor and the Counsellor desires to be engaged by the Company, to provide the Counselling services as required to the clients of the Company
- C. WHEREAS, the Counsellor has the requisite expertise, specialized knowledge and experience in the Counselling field and has offered his/its services to the Company based on the terms of the Agreement.
- D. AND WHEREAS, the services provided by the Counsellor shall be services related to Counselling only and the same shall not be used as a suicide helpline.
- E. AND WHEREAS, the Counsellor herein undertakes that Certificates and Documents and documents provided by him/her are Original and the same are not fake or forged in any manner whatsoever. The Counsellor herein undertakes that he/she is aware that submission of Fake or Forged documents is a criminal offence and is punishable in law.



NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. COMMENCEMENT, REPRESENTATION & DURATION

- 1.1. The Company hereby agrees to and appoints _____ as the Counsellor on Record, in a non-exclusive manner, for providing Counselling services for their clients as per the mutually agreed scope of work mentioned in this document.
- 1.2. This agreement shall commence on _____ and will be valid for a period of 12 months. This agreement will be evaluated after 12 months by both parties and the scope of work and fees may be revised accordingly after mutual consent.

2. WORK GUIDELINES AND SCOPE

- 2.1. The Company scope for Counselling Services include the following:
 - i. A Workplace Counselling Hub (www.WillNeverGrowup.co and all services and features offered on www.willnevergrowup.com) which is part of the Workplace Well-Being Employee Assistance Program (EAP) offering and provides employees of the Company's clients a safe space to manage stress, talk about and work through personal issues or work related problems with a qualified mental health professional.
 - ii. The Counsellor as part of the package shall provide counselling services to the employees of the Company's Client across three modes > Face-To-Face, via Telephone and Online.
 - iii. Some organizations might choose to opt for all three modes of counselling while others might opt for just one, based on their need.
 - iv. The Counsellor, as an empaneled Counsellor may be required to provide mental health counselling via more than one mode. This will be communicated to the Counsellor in detail as and when required.

3. GUIDELINES FOR MENTAL HEALTH PROFESSIONALS, COUNSELLORS AND THERAPISTS BOOK ('Guideline Book')

- 3.1. This Guideline Book shall be shared with the Counsellor and contains detailed specifications of the Workplace Well-Being Employee Assistance Program (EAP) by the Company.
- 3.2. This Guideline Book in particular, highlights specific guidelines for Mental Health Professionals, Counsellors and Therapists empaneled with the Company that need to be followed for the entire duration that the Counsellor is empaneled with the Company. The content of the Guidelines for Mental Health Professionals, Counsellors and Therapists book is an extension of the Agreement between the Company and the Counsellor and hence all conditions, clauses and points mentioned in the Guideline Book are applicable for legal consideration under the Agreement.

4. COUNSELLOR'S SERVICES, DUTIES AND OBLIGATIONS

- 4.1. The Counsellor shall at all times ensure that the highest standards of service and ethics are followed, be they by convention or accepted practice, whether national or international. The Counsellor shall ensure full and proper compliance with all applicable laws, statutes, acts, regulations, rules, notifications, guidelines, policies, etc. as regards the Services and Deliverables. The Counsellor will provide information regarding any misuse of company properties or mismanagement or wrongful conduct, to eliminate malpractices. The Counsellor agrees not to exploit any information, property or position, for personal gain. Resources and amenities provided by or belonging to the Company shall be used with proper care, responsibility and diligence.
- 4.2. The Counsellor, in consultation with the Company, will determine the method, details and means of performing the work to be carried out for the Company. In addition, the Company shall be entitled to exercise a broad general power of supervision and control over the results of the work performed by the Counsellor to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the work but at the same time, the Company shall not be held liable for any injuries or liabilities arising out of the actions of the Counsellor.

5. CANCELLATION AND MISSED SESSION POLICY

- 5.1. In the event that there is an emergency and the Counsellor is unable to attend the session or need to re-schedule, the Counsellor shall need to inform the Company's Client Servicing team/Supervisor as soon as possible/within a reasonable timeframe by calling on the Supervisor's handphone and/or by sending an email on unpluggd@willnevergrowup.com duly stating a valid reason for cancellation.
- 5.2. For planned holidays and sessions that need to be cancelled (non-emergency related), the required notice period for cancellation is 5 working days.



6. SOLICITATION & ESCALATION

The Counsellor agrees not to directly or indirectly receive and/or offer gifts/favors or promise to pay or authorize payment of any money, gift or anything of value that maybe constructed to be intended, directly or indirectly, to influence a business decision or to commit any fraud or for any personal gain or reference. If any employee of the Company is known to demand gifts/favors or monetary rewards/commission for work offered, the Counsellor is advised not to render the services and escalate the matter to the undersigned Asif Upadhye, Director Never Grow Up at asif@willnevergrowup.com

7. CODE OF ETHICS

7.1. Maintaining a strict code of ethics is something that the Company takes very seriously and the same is expected from any Counsellor that works with the Company. The Counsellor is discouraged from sharing their personal contact details or social media handles with the client, at any point. Since the Counsellor-Client relationship needs to remain strictly professional, any sharing of personal data from the Counsellor's side is prohibited. This helps maintain a fair and transparent working environment for all parties involved.

7.2. Poaching of Clients is prohibited under all circumstances. Even if the Counsellor has his/her own private practice or are tied up with another organization/NGO or service provider, the Counsellor shall refrain from sharing this information with the Company's clients, processes, links, data, conversation while working with the Company and post termination of the Agreement by either party for a period of 24 months.

8. COMPENSATION

The Company shall provide compensation to the Counsellor at an agreed amount of Rs. _____ for the Services rendered per _____ (month/qtr./annually/session). The Counsellor shall invoice the Company for Services performed within 15 days of completion of services. The Company shall be liable to make payment towards the invoice within 20 days of the date of the Counsellor's invoice.

9. STATUS OF EMPLOYMENT.

The Counsellor is serving as an independent contractor in providing the Services. Under this Agreement, the Counsellor is neither an employee nor a partner of the Company.

10. RECORDS

10.1. All client and session records must be maintained electronically on a password protected laptop/computer. In order for the Company to access certain data and track progress, the Counselor shall be required to provide written reports from time to time.

10.2. Post each session, the Counsellor shall be required to fill up a short form outlining the following details: - date, time, brief overview, challenges faced (if any). This will not contain the name or contact details of the client in order to protect confidentiality.

10.3. At the end of every month, the Counsellor shall also be required to write a brief report outlining the following details: number of sessions planned, number of sessions attended, number of sessions cancelled (from the client's end), number of sessions cancelled (from the Counsellor's end), positives, challenges faced (if any), and Counsellor recommendations (if any).

10.4. The templates for both these forms shall be shared with the Counsellor as part of the Guidelines for Mental Health Professionals, Counsellors and Therapists manual which, is an extended part of this document.

11. INTELLECTUAL PROPERTY.

11.1. The Company shall retain ownership of any data, information or intellectual property furnished to the Counsellor in connection with this Agreement. The Company will own any intellectual property that results from the Services, including but not limited to software, data, and other information.

11.2. Online Therapy Platform Usage Policy

i. The Counsellor will utilize the services of an Online Therapy Platform to provide counselling sessions via the Internet. In the event that the Counsellor requires to contact the platform's support team for technical assistance, the Counsellor is required to keep the Company marked on all email, verbal or chat communications.

ii. The Counsellor is not permitted to utilize the Online Therapy Platform to provide a counselling session for any person or customer who is not part of the Company's existing client list.

iii. All passwords and log in information that is used by the Counsellor must be shared with the Company, when required. The Counsellor is required to adhere to all features and regulations outlined by the Company and the Online Therapy Platform.



12. CONFIDENTIALITY.

The Counsellor shall keep confidential all confidential information provided to him/her by the Company excepting only such information as is already generally known to the public and that he/she shall not release use or disclose of the same except with the prior written permission of the Company.

13. EXCEPTIONS TO CONFIDENTIALITY:

- 13.1. If the Counseling staff works as a team, the Counsellor may consult with other counseling staff to provide the best possible care. These consultations are for professional and training purposes.
- 13.2. A court order, issued by a judge, may require the Counsellor to release information contained in records and/or require the Counsellor to testify in a court hearing.
- 13.3. Since the Company is not a mental health crisis service and the Counselling services do not provide crisis intervention. The Counsellor is not authorized by the Company to provide crisis intervention services and any Counsellor providing any form of crisis intervention shall be doing so on their own accord and the Company, i.e. NEVER GROW UP WORKSHOPS PVT.LTD or any of their agents, subagents and employees shall not responsible for any cause of action or liability arising due to the same. If during a counselling session, the client indicates signs of a mental health crisis such as disclosing any intent to harm themselves, indicating suicidal ideation or displaying any or all risk factors associated with self-harm and suicide the counsellor is required to do the following, with no exceptions:
 - i. **Advise** them to contact the Aasra 24x7 Helpline- 91-9820466726 for immediate support. Alternatively, the Counsellor is required to provide the contact number for other suicide prevention helplines such as The Samaritans Mumbai +91 84229 84528 / +91 84229 84529 / +91 84229 84530.
 - ii. **Re-iterate verbally** that since Counselling service does not include or provide crisis intervention, the Counsellor is unable to offer crisis support.
 - iii. **Prepare a detailed mental health crisis risk assessment report** with the client's details with notes on observed behavior and actions during the session, any statements made that indicate risk (verbatim if possible), duration of the session and any professional guidance given. The structure for this report shall be provided to the Counsellor.
 - iv. **Flag this up** immediately with the Company along with the above report.

14. LIMITATION OF LIABILITY.

Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.

15. INDEMNIFICATION

- 15.1. The Counsellor is an independent contractor. Therefore any personal injury or property damage suffered by the Counsellor in the course of carrying out his/her duties under this Agreement will be the Counsellor's sole responsibility and the Company, its agents and employees shall not be responsible for the same in any manner whatsoever.
- 15.2. Any personal injury or damage caused to any persons who have availed the services of the Counsellor based on the advice given by the Counsellor in the course of carrying out his/her duties under this Agreement will also be the Counsellor's sole responsibility and the Company, its agents and employees shall not be responsible for the same in any manner whatsoever.
- 15.3. The Company agrees to indemnify and hold the Counsellor harmless against all claims, demands, suits, liabilities, losses, damages or injuries (collectively "Liabilities") that arise out of the Company's use of the Services, except to the extent such Liabilities result from the negligence or wrongdoing of the Counsellor.
- 15.4. The Counsellor agrees to indemnify and hold the Company, its agents and employees harmless against all claims, demands, suits, liabilities, losses, damages or injuries (collectively "Liabilities") that arise out of the Counsellor's performance of this Agreement, except to the extent such Liabilities result from the negligence or wrong doing of the Company.
- 15.5. The Company shall have a right to implead the Counsellor in any Civil or Criminal Proceedings arising due to his/her actions and/or arising out of the Counsellor's performance of this Agreement.
- 15.6. The Counsellor agrees and undertakes that it shall not do any act or make any arrangement which may conflict with or in any way interfere with the full and complete assignment and enjoyment of rights granted under this Agreement to the Company and/or services/ deliverables required to be provided by the Company under this Agreement. The Counsellor agrees not to approach or solicit business from clients directly where they have been introduced by the Company, over any period of time. The breach of this clause shall be termed as material breach and the Company has the right to seek liquidated damages in addition to any other relief as may be available under the law.



16. NOTICES

All notices including but not limited to legal notices, demands, certificates, requests, directions, instructions and all other communications by either party to the other in connection to this Agreement shall be required to be provided in writing and delivered to both parties by email followed by delivery by Registered Post.

17. ENTIRE AGREEMENT

Agreement sets forth the entire agreement between the Company and the Counsellor as to its subject matter. None of the terms of this Agreement shall be amended except in writing signed by both parties.

18. TERMINATION

18.1. If either party seeks to terminate this Agreement, the terminating party must provide 30 day notice to the other party. If the Company terminates this Agreement, the Company's only obligation shall be to pay the Counsellor for the services performed up to the date of termination, at the rate provided.

18.2. Upon termination or expiration of this Agreement, the Counsellor will assemble and turn over in an orderly fashion to authorized representatives of the Company all documents, write-ups, notes, computer programs, and other material related to the Services. The Company may terminate this Agreement immediately for cause and shall incur no liability for services not satisfactorily performed.

19. FORCE MAJEURE

Neither the Company nor the Counsellor shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of the Company or Counsellor.

20. SEVERABILITY

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

21. DISPUTES

Any disputes, differences or claims arising between the parties hereto in connection with this Agreement or the construction or interpretation of any of the clauses hereof or anything done or omitted to be done pursuant thereto, shall be governed by and construed in accordance with the Laws of India and the Courts of Mumbai shall have exclusive jurisdiction to adjudicate upon any such disputes.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals to these presents and its duplicate on the day and year first hereinabove written.

SIGNED by)
Mr. Asif Upadhye)
for and on behalf of)
Never Gr)

SIGNED by)
_____)
for and on behalf of)
[the Counsellor])

[Attached]

Copy of Counsellor's / practioner's Aadhaar card / passport _____ as proof of address and identity.

Copy of Counsellor's / practioner's Degree / Qualification _____ as proof education.



PART B: YOUR GUIDE BOOK

This guidebook is an essential part of the agreement [Part A] and outlines your responsibilities as a counsellor / professional offering services through us 'the company'. Guidelines for Mental Health Professionals, Counsellors and Therapists empaneled with Never Grow Up Workshops Private Limited.

Welcome _____

We're very excited to have you onboard and get started. We believe that the best way to do this is by providing you with a structured outline of what our service is about, what we expect from you and how we can help along the way. This document contains detailed specifications of the Workplace Well-Being Employee Assistance Program (EAP) by Never Grow Up Workshops Private Limited. In particular, it highlights specific guidelines for Mental Health Professionals, Counsellors and Therapists empaneled with the company.

Service Overview

The Workplace Counselling Hub is part of the Workplace Well-Being EAP offering and provides employees a safe space to manage stress, talk about and work through personal issues or work-related problems with a qualified mental health professional.

As part of the package, counselling services can be availed by employees across three modes - Face-To-Face, via Telephone and Online. [Click here](#) to check out more details for each.

As an empaneled counsellor, you may be required to provide mental health counselling via more than one mode. This will be communicated to you in detail when the need arises.

Here's what you need to know

Here are a few key things to remember *before, during and after* a counselling session. This applies across all three modes. You must be mindful of guidelines and laws and embrace best practices to helping corporate clients across demographics.

Ethics

Maintaining a strict code of ethics is something that we take very seriously and expect the same from any individual that works with us. The counsellor is discouraged from sharing their personal contact details or social media handles with the client, at any point.

Since the counsellor-client relationship needs to remain strictly professional, any sharing of personal data from the counsellor's end is disallowed. This helps maintain a fair and transparent working environment for all parties involved.

Poaching of clients is prohibited under all circumstances. If you have your own private practice or are tied up with another organization/NGO, you are expected not to share this information with our clients while empaneled with the company for privacy and confidentiality purposes.

Confidentiality

Client confidentiality is our utmost priority. This includes not just the contents of the session, but also the fact that a client is seeking counselling support as well.

The only circumstance where confidentiality can be broken is if there is a serious risk to the client's life or if another person's life was at risk, including abuse of a child or elder or a case of sexual harassment at work This means that any dialogue that is had between you and the client will remain within the confines of the session, unless it is flagged as a mental health crisis and requires crisis intervention. *Information on crisis Intervention has been covered in Section 13. EXCEPTIONS TO CONFIDENTIALITY in the Service Agreement.*

All communication regarding crisis intervention can be sent to unpluggd@willnevergrowup.com

Maintaining records

It is vital that our clients can trust that their details will remain completely confidential. All client and session records must be maintained electronically on a password protected laptop/computer. In order for Never Grow Up to access certain data and track progress, you will be required to provide written reports from time to time. All reports are to be maintained online. You will also be given a Never Grow Up email id for you to communicate.

Details of all forms, can be seen here > <https://www.willnevergrowup.co/counsellor-data-center>

We recommend you bookmark this page.



Online Counselling Guidelines

We take pride in our people and want our clients to see this as well. In order to maintain utmost levels of confidentiality while providing online therapy, the company will provide you with a paid Zoom account, complete with a work email address to ensure complete security for all parties involved.

Your Zoom account must be used for online counselling sessions with clients of Never Grow Up only.

Before setting up an online counselling session, please ensure that the following is in place

- **Close any tabs** that are currently also using Wi-Fi/Personal Hotspot as this may cause the connection to be problematic.
- Ensure that you **remove** all possibility of any **interruptions** so that you can pay complete attention to your client. If your mobile phone is on, please put it on silent and turn off anything that alerts you to messages on your laptop screen.
- Choose a location with **good natural light**, where possible.
- Wherever you are seated, it is important to consider what the client is seeing and aim for a **clear background** with no personal photos, notes or anything that might be a distraction.
- Wear a pair of **earphones or headphones** to enable you to hear the client clearly and add an extra layer of confidentiality to the session.
- Join the session 5 minutes in advance.

If at any point you are facing any technical issues with online counselling, do write to us at unpluggd@willnevergrowup.com

FAQ's

From time to time, **clients may have certain questions about the Counselling Hub service and your role as an empaneled Counsellor**. These FAQ's will serve as a guideline to help you provide them with any information they require.

General FAQ's

1. I have never been for a counselling session before so how does all of this work?

A counselling session works pretty much like having a regular conversation with somebody, except that I am trained to listen and offer professional mental health support. Feel free to talk to me about anything you would like. Over the course of this session and any future sessions that we may have, I can help you work through any challenges and offer coping strategies.

2. Will my boss know that I am speaking with you?

All counselling sessions are 100% confidential. Without your prior consent or knowledge, no person from your organization or Never Grow Up will be informed that you are seeking counselling. This is simply to protect your identity, personal information and maintain confidentiality.

3. What kind of areas are you able to provide counselling for?

I am here to listen to you and offer specialized mental health support for stress, anxiety, depression, emotional distress and for any other concerns you would like to discuss

4. Can I contact you at any point?

Since I am available during my scheduled work hours only, I would recommend making a prior appointment via your organization's online booking page so that I can schedule time for your session. If you do need to reach out to me during work hours, please write to unpluggd@willnevergrowup.com with (My name- Counsellor 1) in the subject line.

5. What if I need to cancel a session at the last minute?

I understand that sometimes things up come up and you might not be able to attend your session. In this case, please write to us at unpluggd@willnevergrowup.com so that the team can help you re-schedule at a more convenient time.

For more details on our cancellation and missed session policy, check out the Terms and Conditions section on your organization's online booking page. If you have any planned leave as well that coincides with a future scheduled session, please do keep me in the loop.



Data and Record Keeping FAQ's

1. What data do I hold and why?

I hold the data from your initial consent form so that I can get a better understanding of how to best support you. While in session, I will pen down brief notes that will help me remember what we talked about so that I can review the course of your sessions as time progresses.

For tracking purposes, I also record the number of sessions that you schedule. Lastly, it is important that while you remain a client, you notify us at unpluggd@willnevergrowup.com if your contact details change.

2. How is the data stored?

All session notes and details are stored electronically on a work computer with a password protected account. Your records are held for as long as is necessary for the purpose for which they were collected.

3. Who is it shared with?

All your session details will remain confidential and no parts of the session will be revealed to any person at your organization of employment or with anyone from the company. The only circumstance where confidentiality can be broken is if there is a serious risk to your life or if another person's life was at risk.

4. What happens if you are not available?

In the event that I need to cancel a session due to unforeseen circumstances or avail planned leave, a trusted resource has access to my client list and will contact you directly. This is also a professional requirement and is in place so that you are offered continuous support even in my absence. In case you are unable to reach me over a prolonged period, please do book another appointment with a fellow counsellor.

READ, UNDERSTOOD AND SIGNED by)

_____)

for and on behalf of)

[the Counsellor])

End of Document