



# The Grief Recovery Method®

The Grief Recovery Method® Certification licence, service  
and support agreement

THIS LICENCE, SERVICE, AND SUPPORT AGREEMENT (“**the Agreement**”) is made and entered into on the date signed below, by and between Grief Recovery UK Ltd, (“**GRUK**”), Owlswick, Grafham Road, Ellington, PE28 0AF under licence from The Grief Recovery Institute, (“**GRI**”), California USA and

\_\_\_\_\_ your name  
\_\_\_\_\_ your address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Hereinafter “**Licensee**”).

## RECITALS

1. GRI has developed an educational programme consisting of a set of principles and actions called the Grief Recovery Method®.
2. GRI has registered the unique trademark, the Grief Recovery Method®, to identify and distinguish its programme from all other bereavement programmes and services.
3. GRI has obtained copyright to its unique Grief Recovery Method® programme, as well as many other ideas, concepts, and educational processes; in all media - written, audio, and video.
4. The Licensee desires to retain the services of GRUK to learn the Grief Recovery Method® terminology, processes, and educational skills.
5. GRUK desires to provide certain services as specified in this Agreement and subject to the terms and conditions of this Agreement.

## DEFINITIONS

In this Agreement, the words below will have the following definitions:

**Agreed Sum**                      The sum of money agreed between GRUK and the Licensee prior to signing this Agreement.

**Authorised Persons** John W. James, Russell P. Friedman, or other authorised persons under their direct supervision. A full list of Authorised Persons is available on the GRI website.

**Format** 12 Session Grief Recovery Method® Group Programme  
8 Session Grief Recovery Method® Group Programme  
7 Session One-to-One Individual Programme  
6 Session Helping Children Deal with Loss Programme  
6 Session Pet Loss Programme

## THE AGREEMENT

1. By virtue of this Agreement, GRUK authorises the Licensee to announce his/her affiliation with GRI and its programmes, intellectual properties, and copyrights as further detailed in this Agreement, ("**the Licence**").
2. The Licensee will pay the Agreed Sum.
3. The Licensee hereby engages GRUK to teach him/her educational skills with respect to the Grief Recovery Method®, ("**the Services**").
4. The Licensee acknowledges that he/she has been advised that all registered and pending trademarks, service marks and intellectual properties which are described in Appendix 1 attached to this Agreement shall remain the property of GRI.
5. The Licensee agrees that all material used by GRUK in providing the Services or Support to the Licensee is and shall remain the property of GRI.
6. The Licensee agrees that he/she will not modify in any way whatsoever, either verbally or in writing, any material provided by GRUK in the performance of the Services or Support.
7. The Licensee agrees that he/she will not subtract, modify, add or in any way change or amend the Grief Recovery Method® programme or Formats.
8. The Licensee understands and agrees that the time duration of any of the Formats may not be modified in any way whatsoever.
9. The Licensee further acknowledges that any misuse, misrepresentation or misappropriation of GRI's service or trade marks, intellectual properties, in writing or orally in any way whatsoever will make him/her personally liable to GRUK and GRI.
10. The Licensee further understands and agrees that he/she will deliver all of the Formats in face-to-face, in person sessions only without reliance on any other forms of communication either written or oral.
11. The Licensee will provide valid contact details for GRUK to every person they take through any of the formats at the outset. This is to allow any client/prospect a way to contact GRUK directly whether or not they complete the programme.
12. The Licensee will provide every person who commences any format with an evaluation form to be returned to GRUK or alternatively a link to an online evaluation form.

13. The Licensee understands that the Grief Recovery Manuals remain the property of GRUK at all times.
14. GRUK and GRI agree to provide ongoing support and consultation to Licensee, without fees, on an “as needed” basis, (“the Support”). This “no fee” service will be bound by reasonable and prudent limitations. The Support will be provided by Authorised Persons on a best efforts basis using the most current principles and practices of the Grief Recovery Method®
15. This Agreement shall continue for a period of 20 years at the expiration of which both parties may agree to mutually agreeable extensions of the term.
16. Either party has the right to terminate this Agreement by a written notice of termination sent to the other party, at least 60 days prior to the end of any year (each year to be determined by the date of this Agreement).
17. This Agreement will terminate immediately in the event that the Licensee:
  - (a) has engaged in any conduct which, in the opinion of GRUK as advised by GRI may injure GRI’s business interests;
  - or
  - (b) is in violation of any provision of this Agreement.
18. GRUK and the Licensee agree that the relationship between the parties is that of independent Licensee only. Nothing contained herein shall be construed to make any employee or agent of either party an employee or agent of the other party and none of the Licensee’s employees or agents shall be entitled, by reason of this Agreement, to any benefits provided by GRI or GRUK to their respective employees.

Neither the Licensee, nor his/her employees or agents, shall have any authority whatever to enter into any agreement of any kind whatsoever as agent or otherwise for or in behalf of GRI or GRUK.

The Licensee shall be solely responsible for the filing and payment of any kind and all taxes imposed on Licensee by any governmental authority.
19. The Licensee agrees that this Agreement is personal to him/her. The Licensee may not assign any part of this Agreement.
20. The Licensee agrees that they will not represent themselves as if a part of Grief Recovery UK or GRI. For example a Specialist can’t call themselves “Grief Recovery London” They can represent themselves as (full name) Certified Grief Recovery Specialist.
21. Any information relating to clients, potential clients, or referrals, between GRI/GRUK and Licensee, shall be strictly confidential.
22. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and NO representations, inducements, promises, or agreements, oral or otherwise, between the parties which are not included in this Agreement shall be valid or binding.
23. If any term of this agreement is held by a court of competent jurisdiction to be void or unenforceable, such term(s) shall be deemed separable from the remaining covenants and provisions of this Agreement and this ruling shall not affect the validity of this Agreement or the effect of any remaining covenant or provision contained in this Agreement. The remaining terms will remain in full force and effect.

24. No amendment of this Agreement shall be binding on either of the parties to this Agreement unless such amendment is in writing and is executed by both parties to this Agreement.
25. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by and construed pursuant to and in accordance with the laws of England & Wales.
26. If any legal action, including an action for declaratory relief is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable legal fees from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled. This provision applies to the entire Agreement.

GRUK and the Licensee have executed this Agreement in

\_\_\_\_\_ (seminar city)

**Grief Recovery (UK)**

\_\_\_\_\_ (signed)

Carole Henderson  
Managing Director Grief Recovery UK Ltd  
**Licensee**

\_\_\_\_\_ (signed)

\_\_\_\_\_ (date)

## APPENDIX 1

### EXISTING SERVICE MARKS:

Registered Trademarks = The Grief Recovery Method®, The Grief Recovery Institute®, Certified Grief Recovery Specialist®, and Grief Recovery®.

The United States Patent and Trademark Office has confirmed our Registered Trademark, The Grief Recovery Method®. That phrase and graphic mark are used to distinguish ourselves from all others in the area of helping grievers. This distinctive mark lets grievers know that the user of this mark is Certified by The Grief Recovery Institute®.

The Grief Recovery Method® is to be used as follows: When The Grief Recovery Method®, is used as a descriptive phrase, as in: The Grief Recovery Method® Outreach Programme.

The integrity of the trademark must be maintained as a continuous run – The Grief Recovery Method®.

The Grief Recovery Handbook is copyrighted and does not require the symbol and trademark.

### EXISTING COPYRIGHTED INTELLECTUAL PROPERTIES:

The Grief Recovery Handbook

When Children Grieve

Superando Perdidas Emocionales

Moving On

Moving Beyond Loss

The Grief Recovery Handbook for Pet Loss

And the audio versions of these books.

The Grief Recovery Method® Outreach Programme, Leader Materials, and Homework Samples.

Published series of The Grief Recovery Method® articles and columns. Audio taped Lecture Series - Various TX numbers.

The Grief Recovery Method® Overview Audiotape and Personal Workshop audiotapes - various TX numbers.

The Grief Recovery Method® Certification Training Study Materials, and all other copyrighted materials and information are protected by the Copyright Act, Title 17, U.S. Code 501, including but not limited to Sections 17 USC © 106, 17 USC © 504 {a} © (2), 17 USC © 505.

The Grief Recovery® Outreach Programme Format, Leader Materials, and Homework Samples. Published series of Grief Recovery® articles and columns. Audio taped Lecture Series - Various TX numbers.

The Grief Recovery® Overview Audiotape and Personal Workshop audiotapes - various TX numbers.

The Grief Recovery® Certification Programme Study Materials, and all other copyrighted materials and information are protected by the Copyright Act, Title 17, U.S. Code 501, including but not limited to Sections 17 USC © 106, 17 USC © 504 {a} © (2), 17 USC © 505.