

# The Grief Recovery Institute

## Certification, License and Support Terms

These Certification, License, and Support Terms (“Terms”) govern the training, certification, license and support services provided by the Grief Recovery Institute, Inc. an Idaho corporation having an address at 418 E Lakeside Avenue, Ste 210, Couer D’Alene, ID 83814 (“GRI” or “us”) to the person signing below, or otherwise accepting these Terms such as by clicking in the online version (“Specialist” or “you”). The Terms are effective as of the date you sign or click to accept them.

### Recitals

GRI trains people over the age of eighteen (18) to provide grief recovery services, and licenses the ones that successfully complete the training as Grief Recovery Method Specialists certified by The Grief Recovery Institute, with the right to use our certification mark in providing services to those recovering from grief (“Participants”), all as described below. An account of the history, mission, and ideals of GRI is available on its website at [www.griefrecoverymethod.com](http://www.griefrecoverymethod.com).

In consideration of GRI’s provision of the training, certification, license and support services and of your payment of the specified fees (below), you and GRI agree:

- 1. The Grief Recovery Method and GRI Content.** The “Grief Recovery Method” means and includes the entire system of practices, techniques, and methods for grief recovery as taught by us, as practiced by specialists and as embodied in the GRI Content. The “GRI Content” means the GRI Website and all of the other works of authorship and intellectual property described on Exhibit 1.
- 2. Scope and Content of Training.** Certification in the Grief Recovery Method requires completion of the 4-day Foundational Certification Training, as set out on Exhibit 2. 4-day Foundational Certification Trained Specialists are eligible for additional Advanced Online Capabilities Training, as set out on Exhibit 2. The 4-day Foundational Certification Training is a prerequisite for the Advanced Online Capabilities Training. GRI may unilaterally amend Exhibit 2 in favor of the Specialist by adding available formats, with notice to you and publication on the GRI Website, and any such modified version of Exhibit 2 will control over the version attached. All Specialists licensed under these Terms are required to recertify annually to maintain their eligibility for the Certification License, and to pay us a nominal fee for recertification as on Exhibit 2.
- 3. Fees.**
  - a. GRI Fee Schedule.** As of the last revision of these Terms, GRI’s Fee Schedule including the fees for 4- day Foundational Certification Training, Advanced Online Capabilities Training, and Annual Renewal were as set out on Exhibit 2. GRI may unilaterally amend the GRI Fee Schedule to increase one or more of the fees, but GRI will not raise the fee for you to recertify or advance by more than five percent (5%) in any single year. In the event of any conflict, the version of GRI’s Fee Schedule as published on the GRI Website controls over Exhibit 2. All fees are payable in CAD.
  - b. Payment of Fees.** All fees for training are due in advance of the first session, but if

you qualify, you may choose the 3 installment option with GRI or a payment plan offered through Paypal®. Recertification fees are due 30 days prior to expiration of the existing certification. This annual fee is done via an autorenewal process when you have a card on file with our system. You can opt out of the autorenewal at any time. If you decide to not retain a card on file for this purpose, you grant us permission to notify you, using the email address last provided by you, when recertification fees are due, but we are not obligated to provide this notification. We allow a grace period of sixty (60) days after expiration during which a Certification may be revived by paying the Annual Fee in addition to the late fee as set out in the GRI Fee Schedule. After the expiration of the grace period, the License (below) terminates and the former Specialist may not use the Grief Recovery Method or the GRI Certification Mark without repeating the initial training. All fees are considered fully earned on payment and are not refundable except as follows.

- c. Refund & Cancellation Policy.** If you pay the training fees and then decide not to participate in the training, you will be entitled to a refund or partial refund based on timing as set out on Exhibit 2. You may also have the option to apply the payment to a different event offered by GRI, subject to a change fee as on Exhibit 2. If you pay the training fees and complete the training but you do not qualify for Certification, you will be entitled to a refund or partial refund as set out on Exhibit 2.

#### **4. Your Certification License.**

- a. License Grant.** GRI will determine whether you qualify for the Certification upon your completion of the training. If you have qualified and paid the fees, GRI will grant you a limited, non-exclusive, worldwide license to use the mark **GRIEF RECOVERY METHOD SPECIALIST CERTIFIED BY THE GRIEF RECOVERY INSTITUTE®** (the “GRI Certification Mark”), for the term of this Agreement and subject to the conditions set out in it, in connection with the offering of grief recovery services using the Grief Recovery Method (the “License”). *The License will be personal to you, and the License may not be transferred or sublicensed.* Your License will renew annually if you are eligible and recertify. If GRI terminates your License for cause, or if you decide not to recertify, you are not entitled to a refund of any fees.
- b. Form of the GRI Certification Mark.** The License includes the right to use the GRI Certification Mark only (i) as a word mark, in its entirety including all of the words in the mark; or (ii) as part of a logo in the exact form shown on Exhibit 1.
- c. Limitations on Use of the GRI Certification Mark.** You may use the GRI Certification Mark only in accordance with the GRI Trademark Usage Guidelines provided on Exhibit 1, only to advertise your availability and offer the services available with your certification training, and only if you practice the Grief Recovery Method as it is taught by us and in accordance with the ethical standards and other practice guidelines we may supply. You may not train or offer to train or certify others in the Grief Recovery Method unless you and GRI have separately agreed in writing. If you are duly licensed in the relevant jurisdiction as a mental health professional, or otherwise licensed specifically to work with children, you may practice the Grief Recovery Method with Participants under 18 years of age; otherwise, you may practice the Grief Recovery Method **only** with Participants over 18 years of age. GRI exercises no control over your pricing and other business practices, but GRI does protect the integrity of the Grief Recovery Method® as it is practiced by Specialists. ***The Grief Recovery Method® may not be augmented or modified through the addition of practices***

*drawn from other disciplines, and practicing such modified forms of the Grief Recovery Method® is grounds for termination of the License. You are prohibited from recording your GRI classes or sessions.* GRI may also terminate the License for ethical violations by the Specialist, as determined by GRI in its reasonable discretion.

- d. Revocation of License.** The License is subject to revocation by GRI if you violate the limitations on your use of the GRI Certification mark as set out in this Agreement. For minor violations GRI may offer you notice and a chance to avoid revocation by correcting the issue. Our remedies are not limited by this section.
- e. Limitation on Use of the GRI Content.** You may not (i) rent, lease, sell, license or sublicense the GRI Content; (ii) alter, merge, adapt, create derivative works of or otherwise modify the GRI Content; or (iii) remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of GRI on or within the copies of the GRI Content.
- f. Use of Other GRI Marks Prohibited.** You may advertise your availability and offer the services available with your certification training, only by using the GRI Certification Mark. The License does not include the right to use any other GRI marks to identify yourself as the service provider, and you may not use any other GRI marks in that way. You may however make a “fair” or referential use of the other GRI marks, to refer truthfully to GRI or to the Grief Recovery Method, as in the example below of a proper usage by a hypothetical licensee:
- Shante P. Jones is a Grief Recovery Method Specialist Certified by the Grief Recovery Institute®. Shante has two years of experience in grief recovery using the Grief Recovery Method® developed by The Grief Recovery Institute®.*
- g. Survey Links.** You must distribute links to the GRI Quality Assurance survey to each participant at the conclusion of any support session or specialty format using the GRI Content. You may inform participants that the survey response is anonymous to GRI.

**5. Our Other Intellectual Property.** GRI owns the GRI Content and the other intellectual property listed on Exhibit 1. Other than the License, nothing in this Agreement transfers any ownership right in the intellectual property of GRI.

## **6. Confidentiality.**

- a. Confidential Information Defined.** You may receive two distinct kinds of confidential information in connection with the License. “Customer Confidential Information” means all personally identifiable data, and such other information as a reasonable person would consider private, that you may receive from customers in the course of your licensed use of the GRI Certification Mark. “GRI Confidential Information” means all nonpublic or proprietary business, commercial and technical information of GRI, whether in written or oral form, relating to its business, prices, products, customers, operations, financial status, technology and/or intellectual property. The Final Statement used in the 4-day Foundational Certification Training of Specialists is GRI Confidential Information. GRI Confidential Information does not include information: (i) that is now or becomes generally available to the public through no fault or breach by you; (ii) that you can document was already known to you prior to disclosure; (iii) that was independently developed by you without use of any of the GRI Confidential Information; or (iv) that you rightly obtained from a third party who had the right to transfer or disclose it.

**b. Non-Disclosure of Confidential Information.** You will keep all Confidential Information confidential and not use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, accord such information the appropriate level of protection, limit dissemination except as necessary to performance of obligations or exercise of rights under this Agreement, and return materials or documents containing Confidential Information to the disclosing party promptly following written request therefor. If you are subpoenaed or ordered by any court or governmental agency to disclose GRI Confidential Information, you will provide prompt written notice to GRI so as to allow GRI to seek a protective order to protect the confidentiality of such information.

**7. Representations.** You represent that:

- a. You are a person of good moral character and capable of interacting with the recipients of grief recovery services, who may be especially vulnerable, without causing them harm;
- b. If you have been convicted of or pleaded guilty or no contest to a felony or other serious crime involving violence or moral turpitude, you have separately disclosed the conviction(s) to GRI for its evaluation using the form on Exhibit 3 unless applicable law prohibits us from requiring you to answer this question;
- c. All information provided by you to GRI in connection with your use of the Grief Recovery Method is true, complete and accurate to the best of your knowledge;
- d. You have full power and authority to enter into and perform your obligations under these Terms, and your agreement to these Terms is not a breach of or contrary to any other agreement or arrangement entered into;
- e. There are no criminal proceedings, lawsuits or other legal proceedings pending, or to the best of your knowledge threatened, which may have a material adverse effect on your ability to fulfill your obligations under these Terms; and
- f. You will perform all obligations under these Terms, and use the Grief Recovery Method, only in accordance with applicable laws.

**8. Indemnification.** You will indemnify, defend and hold harmless GRI and its affiliates (including any officers, directors, agents or employees thereof) from and against any claims arising from or related in any way to your use of the Grief Recovery Method or to a material breach by you of any representation or other provision of these Terms.

**9. General Terms.**

- a. **Required Notices.** You agree to receive exclusively via email, to the address last provided by you to GRI, any notice that we are required to send to you.
- b. **Medical Advice and Mental Health Counseling Disclaimer.** Nothing in the Grief Recovery Method is intended to be or substitute for professional licensed medical

advice or mental health services, and you may not describe it as or invite reliance upon it as a substitute for professional licensed medical advice or mental health services.

- c. Disclaimer of Warranties.** The Grief Recovery Method and GRI Content are provided on an “as is” and “as available” basis. GRI expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to implied warranties of fitness for a particular purpose, merchantability, non-infringement, quality, performance, non-interference with information, and accuracy of informational content. There is no warranty that the License or the Grief Recovery Method will fulfill any of your particular purposes or needs. No information, whether oral or written, obtained by you from GRI will create any warranty not expressly stated in these Terms.
- d. Limitations and Exclusions of Liability.** **GRI WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR THE COST OF GETTING SUBSTITUTE GOODS OR SERVICES, OR THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT, EVEN IF GRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, RESULTING FROM (I) YOUR USE FOR INABILITY TO USE THE GRIEF RECOVERY METHOD OR GRI CONTENT; (II) STATEMENTS OR CONDUCT OF YOU OR ANY THIRD PARTY IN CONNECTION WITH YOUR USE OF THE GRIEF RECOVERY METHOD OR THE GRI CONTENT; OR (III) ANY OTHER MATTER RELATING TO THE LICENSE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH STATES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR, AND ANY OTHER MUNICIPAL, LOCAL, STATE, OR FEDERAL LAW, COMMON OR STATUTORY, WHICH MAY HAVE ARISEN, OR WHICH MAY ARISE, PRIOR TO, OR AT THE TIME OF, THE EXECUTION OF THIS AGREEMENT.”**
- e. Remedies.** If you are dissatisfied with the License, your sole and exclusive remedy is to discontinue your participation. The fees for the License and recertification are not refundable. You further agree not to join in any lawsuit with another person or serve as a class representative of any class action lawsuit against GRI relating to the License or these Terms. Some jurisdictions may not allow some kinds of limitations on the right to bring claims, assert liability or claim indirect damages, so the foregoing limitations may not fully apply to you. In such cases, GRI’s liability is limited to the fullest extent permitted by applicable law.
- f. Entire Agreement.** These Terms constitute the entire agreement between you and us with respect to their subject matter and may not be modified except in writing by both parties, provided that the GRI Fee Schedule may be modified in the manner stated in these Terms.

- g. Severability.** If any provision of these Terms is deemed unlawful, void, voidable or unenforceable for any reason, then that provision will be deemed severable from these Terms and will not affect the validity or enforceability of any remaining provisions.
- h. Governing Law & Venue.** These Terms will be governed by and construed in accordance with the laws of the State of Idaho, without giving effect to its rules respecting the conflicts of laws. These Terms are deemed made and fully performable in Kootenai County, Idaho. Any litigation between the parties may be brought only in the state or federal courts having subject matter jurisdiction in Kootenai County, Idaho. You hereby irrevocably and unconditionally consent to the jurisdiction of any such court and waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, objection to venue with respect to any such action or proceeding, and objection to jurisdiction based on your place of residence or domicile.
- i. Specialists Outside of the United States.** If you are a resident of England, Wales, Scotland or Northern Ireland, a different version of this Agreement applies and will be separately provided to you.
- j. Blue Pencil or Savings Clause.** If any provision or portion of this Agreement is held by a court or arbitrator with competent jurisdiction to violate applicable local law, such that this Agreement would be in whole or in part illegal, invalid, or unenforceable, then the parties intend that the court or arbitrator should modify this Agreement to the extent necessary to make it enforceable. The unmodified provisions or portions will remain in full force and effect.
- k. English Language.** This Agreement has been drafted, negotiated and executed by the Parties in English. In the event any translation of this Agreement is prepared for convenience or any other purpose, the provisions of the English language version shall prevail. The parties waive any claim that the contract is not valid because it is written in English. Any terms of art used in this contract must be given their meaning under common U.S. usage.

## **Exhibit 1**

### **GRI Content and other Intellectual Property**

#### **Programs, Formats and Works of Authorship**

8-Session Grief Recovery Method® Support Group Program

12-Session Grief Recovery Method® Support Group Program

7-Session One-on-One Individual Program

6-Session Helping Children Deal with Loss Program (HCWL)

4-Session Helping Children Deal with Loss Program (HCWL)

6-Session Pet Loss Program

4-Session GRM Group Alumni Program

See the GRI Website or contact GRI for the latest pricing on books and audio versions, including discounts for Specialists. All prices are quoted in US Dollars and are plus shipping except where specified for quantity.

Published in Hardcover, Paperback and in digital form (ePub):

The Grief Recovery Handbook – 20<sup>th</sup> Anniversary Revised Edition

Published in Paperback and ePub:

When Children Grieve

Manual Superando Pérdidas Emocionales: Edición Ampliada de Vigésimo Aniversario, The Grief Recovery Handbook 20<sup>th</sup> Anniversary Rev. Ed., in Spanish

Moving On

Moving Beyond Loss

Grief Recovery Handbook for Pet Loss

Narrated and Published on Audio Platforms:

The Grief Recovery Handbook – 20<sup>th</sup> Anniversary Revised Edition

When Children Grieve

Translations:

The Grief Recovery Handbook, 20<sup>th</sup> Anniversary Revised Edition is published in digital form (ePub) in English, Spanish, Japanese, Dutch, French, Italian, Estonian, and Russian. When

Children Grieve is published in digital form (ePub) in English and Spanish. See the GRI Website or contact GRI regarding other translations.

### Other Works of Authorship

The Grief Recovery Method® Support Program Formats, 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 all other copyrighted materials and information are protected against unauthorized copying, distribution, performance and otherwise by U.S. federal law and internationally.

### Trademarks and Service Marks

GRI's rights include the following U.S. registrations together with all other related rights under U.S. and international law, including common law and treaty-based rights:

**GRIEF RECOVERY INSTITUTE** U.S. Trademark Reg. No. 2478750

**CERTIFIED GRIEF RECOVERY SPECIALIST** U.S. Trademark Reg. No. 3939289

**THE GRIEF RECOVERY METHOD** U.S. Trademark Reg. No. 4054233

**THE GRIEF RECOVERY METHOD** U.S. Trademark Reg. No. 5289945

**CERTIFIED GRIEF RECOVERY SPECIALIST** U.S. Trademark Reg. No. 5290180

**GRIEF♥RECOVERY** U.S. Trademark Reg. No. 2019818

**GRIEF RECOVERY METHOD SPECIALIST CERTIFIED BY THE GRIEF RECOVERY INSTITUTE** U.S. Trademark Reg. No. 5824072



## Exhibit 2

### GRI Fee Schedule

#### Grief Recovery Method Specialist, 4-day Foundational Certification Training (Lv1)

Foundational Training, Certification, and Licensing Cost: \$2495 CAD

Annual Licensing & Renewal Fee: \$175 CAD

A Foundational Certification Trained Specialist may conduct the Grief Recovery Method 8 and 12-Session Support Group Formats, the One-on-One Format, Helping Children with Loss Program, the Pet Loss Program and the GRM Alumni Program. The Annual Recertification & Licensing Renewal Fee includes an optional GRM Micro Website. Each of these formats and programs is described in detail during initial training.

#### Grief Recovery Method Specialist, Professional Training Bundle (Lv2)\*

Advanced Online Capabilities Training, Certification, and Licensing Fees: \$3995 CAD

Recertification & Licensing Renewal Fee (included with above renewal fee).

**\*NOTE:** When Level One and Two are purchased together (Complete Certification), or a Specialist adds OCT/Lv2 at a later date, the total renewal fees will only be \$175 CAD due annually.

#### Prepayment, Cancellations, Refunds & Reschedules

Cancel 30+ days from scheduled program date:	Full refund less \$400 CAD
Cancel up to 1 day before scheduled program date:	Full refund less \$1080 CAD
Cancel on day of scheduled program date or later:	Not refundable
Complete program but do not qualify for Certification	Retake Free or Full refund less \$400 CAD

#### Late Fee

Late payment fee: \$35 CAD

#### Recertification Requirements and Benefits

**If you do not maintain your License with annual recertification, your right to use the Certification Marks and other GRI Marks will terminate.** Annual recertification requires the completion of an online refresher and quality control course. In addition, the Specialist must have

created and be using (i) at least a basic Grief Recovery Method personalized website displaying the Certification Marks, and (ii) a referral system for clients. Use of an optional GRM Micro Website satisfies this requirement. Renewal benefits include the continued right to use the Certification Marks or other GRI Marks, and continued reasonable phone, email and other support by us.

### **Limits on Accelerated Delivery of Formats or Programs:**

The 8-Session Grief Recovery Method® Support Group Program may be presented twice a week for four weeks; the 12-Session Grief Recovery Method® Support Program Group may be presented twice a week for six weeks; the 7-Session One-on-One Individual Program can be presented twice a week for four weeks; and the Pet Loss Support Program can be run twice a week for 3 weeks. There must be a minimum of two or three days between sessions to allow participants to accommodate the new information and to do their homework. The 4-Week Helping Children with Loss Program may not be accelerated, as many participants need extra time for the reading.

### **Final Statement (used for *live in-person* 4-day Foundational Certification Training Purpose ONLY)**

The Final Statement, used by us for training purposes during the 4-Day Foundational Certification Training, is GRI Confidential Information and *may not* be disclosed or used by any Specialist.

### **Conferencing Platforms**

GRI has approved certain specified platforms for use in online or remote delivery of GRI services. Online Capabilities Trained Specialists qualified to conduct online program formats must use one of the approved platforms; *Zoom Pro, Teams, Doxy.me, or Telehealth.*

## **Exhibit 3**

### **Disclosure Form**

Please use this form to list prior convictions and say why GRI should approve you as a Specialist notwithstanding the prior convictions. Attached pages as needed.