

**ADDENDUM B:
FELLOWSHIP INTELLECTUAL PROPERTY TRUST**

**ADDENDUM B:
THE FELLOWSHIP INTELLECTUAL PROPERTY TRUST**

INSTRUMENT

Article I

Section 1: Name of the Trust	B-3
Section 2: Creation of the Trust	B-3
Section 3: Nature of the Trust	B-3
Section 4: Purpose of the Trust	B-3
Section 5: No bond required	B-3

Article II: Parties to the Trust	B-3
---	-----

Article III: Identity of Trust Property	B-4
--	-----

Article IV: Operational Rules	B-4
--	-----

Article V

Section 1: Trustee's duties	B-4
Section 2: Delegation of duties	B-5
Section 3: Trustee's standard of care	B-5
Section 4: Trustee's powers	B-5
Section 5: Limitation	B-6
Section 6: Indemnification of Trustee	B-6
Section 7: Nonpartisan activities by the Trustee	B-7

Article VI: Revocability	B-7
---------------------------------------	-----

Article VII: Termination	B-7
---------------------------------------	-----

Article VIII: Jurisdiction	B-7
---	-----

Article IX: Trust registration	B-8
---	-----

OPERATIONAL RULES

Article I: Background, purpose, and parties of the Trust

Section 1: Background of the Trust	B-9
Section 2: Purpose of these Rules	B-10
Section 3: Parties of the Trust	
Trustor	B-10
Trustee	B-11
Beneficiary	B-11

Article II: Intellectual properties held in trust

Section 1: Twelve Steps, Twelve Traditions	B-12
Section 2: Other literature	B-12
Section 3: Trademarks, service marks	B-12
Section 4: Copyrights	B-12
Section 5: Nature of ownership of the Trust's copyrighted literature	B-12

Article III: Rights and responsibilities of the Trustor

Section 1: General rights and responsibilities.....	B-14
Section 2: WSC boards and committees.....	B-14
Section 3: Addition, revision, or deletion of properties from the Trust	B-14

Article IV: Rights and responsibilities of the Trustee

Section 1: Identification of Trustee.....	B-16
Section 2: General responsibilities for Trust properties.....	B-16
Section 3: Fiduciary relationship to Trustor.....	B-16
Section 4: Trustee compensation.....	B-16
Section 5: Registration of Trust properties.....	B-17
Section 6: Manufacture, distribution, and sale of products.....	B-17
Section 7: Trustee authority without notice or permission.....	B-17
Section 8: Trustee obligation for notice and approval.....	B-17
Section 9: Utilization of revenues	B-18
Section 10: Disbursement of Trust revenue.....	B-18
Section 11: Protection of Trust properties	B-18
Section 12: Trustee reporting obligation.....	B-19

Article V: Rights and responsibilities of the Beneficiary

Section 1: Fellowship use of Trust properties.....	B-20
Section 2: Beneficiary impact on Trust.....	B-20
Section 3: Inspection of Trust activities.....	B-20
Conditions of inspection	B-20
Selection of inspection team.....	B-20
Inspection limitation	B-21
Report of inspection	B-21

Article VI: Revocation and reassignment of the Trustee's rights and responsibilities

Section 1: Consideration of revocation.....	B-22
Section 2: Revocation process.....	B-22
Section 3: Reassignment of Trustee responsibilities.....	B-23

Article VII: Revision of Trust Rules and Instrument

Section 1: Revision of Trust Operational Rules.....	B-24
Section 2: Revision of Trust Instrument.....	B-24

Schedule A: Twelve Steps and Twelve Traditions,

as adapted for use by the Fellowship of Narcotics Anonymous.....	B-25
Twelve Steps.....	B-25
Twelve Traditions.....	B-26

READER'S NOTES

Introduction	B-27
Trust Instrument	B-29
Trust Operational Rules.....	B-36
Glossary.....	B-45

**INSTRUMENT:
THE FELLOWSHIP INTELLECTUAL
PROPERTY TRUST**

ARTICLE I

Section 1: Name of the Trust

The name of this trust shall be "The Fellowship Intellectual Property Trust."

Section 2: Creation of the Trust

The Trustor, the Fellowship of Narcotics Anonymous as given voice by its groups through their regional service representatives at the World Service Conference, does hereby reaffirm and restate its transfer, assignment, and conveyance of all NA literature, trademarks, service marks, and all other intellectual property to the World Service Office, Inc., as Trustee, to hold and administer in accordance with this Trust document and its purpose.

Section 3: Nature of the Trust

The Trustee shall hold the Trust Properties as a perpetual charitable trust, subject to revocation by the Trustor, and shall use the properties and income derived therefrom exclusively for the charitable and educational purposes described in the statement of purpose below, and for the payment of the incidental expenses and costs of the administration of the Trust.

Section 4: Purpose of the Trust

The sole object and purpose of this Trust is to hold and administer all literature and intellectual properties of the Fellowship of Narcotics Anonymous in a manner that will help addicts find recovery from the disease of addiction and carry that message of recovery to the addict who still suffers, in keeping with the Twelve Steps and Twelve Traditions of NA.

Section 5: No bond required

The Trustor waives the requirement that the Trustee give a bond to secure performance of the Trustee's duties.

ARTICLE II: PARTIES TO THE TRUST

The Fellowship of Narcotics Anonymous, as given voice by its groups through their regional service representatives at the World Service Conference, is the

Settlor and the Trustor. World Service Office, Inc. is the Trustee of the Trust. The Fellowship of Narcotics Anonymous as a whole is the Beneficiary of the Trust.

ARTICLE III: IDENTITY OF TRUST PROPERTY

The Trust Property includes all literature, trademarks, service marks, copyrights, and all other intellectual property of the Fellowship. From time to time, the Trustor may add to, modify, or delete property from the Trust. All additions made to the Fellowship's literature, trademarks, service marks, copyrights and all other intellectual property by the World Service Office shall additionally be considered property subject to this Trust.

ARTICLE IV: OPERATIONAL RULES

The Trustor shall generate Trust Operational Rules which shall be controlling on the Trust and the parties thereto except if such Rules conflict with the terms of this Instrument.

ARTICLE V

Section 1: Trustee's duties

The Trustee has the following general duties with respect to administration of the Trust:

- 1) The Trustee has a duty to administer the Trust according to the Trust Instrument and, except to the extent that this document provides otherwise, according to the statutes of California.
- 2) The Trustee shall follow written direction given to it from time to time by the Trustor. However, if a written direction would have the effect of modifying the Trust, the Trustee has no duty to follow it unless it complies with the requirements for modifying the Trust herein.
- 3) The Trustee has a duty to administer the Trust solely in the interest of the Beneficiary and the Trustor.
- 4) The Trustee has a duty to deal impartially with the Beneficiary.
- 5) The Trustee has a duty not to use or deal with Trust Property for the Trustee's own profit or for any other purpose unconnected with the Trust, nor to take part in any transaction in which the Trustee has an interest adverse to the Beneficiary or the Trustor.
- 6) The Trustee has a duty to take, keep control of, and preserve the Trust Property.
- 7) The Trustee has a duty to make the Trust Property productive.

- 8) The Trustee has a duty to keep the Trust Property separate from other property not subject to the Trust, and to see that the Trust Property is clearly designated.
- 9) The Trustee has a duty to take reasonable steps to enforce claims that are part of the Trust Property.
- 10) The Trustee has a duty to take reasonable steps to defend actions that may result in a loss to the Trust, and to prosecute actions to protect the Trust Property.

Section 2: Delegation of duties

The Trustee shall not delegate to others the performance of acts that the Trustee itself can reasonably be required to perform, and may neither transfer the office of Trustee to another nor delegate the entire administration of the Trust to another entity. All other matters may be delegated, but where the Trustee has properly delegated a matter to an agent, employee, or other person, the Trustee has a duty to exercise reasonable supervision over the person or entity performing the delegated matter.

Section 3: Trustee's standard of care

The Trustee shall administer the Trust with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims to accomplish the purposes of the Trust as determined from the Trust Instrument.

Section 4: Trustee's powers

The Trustee has the following powers: the powers conferred by the Trust Instrument; the powers conferred by statute, except as limited in the Trust Instrument; and the power to perform any act that a Trustee would perform for the purposes of the Trust under the Trustee's standard of care, except as limited in the Trust Instrument. The exercise of a power by the Trustee is subject to the Trustee's fiduciary duties to the Beneficiary and the Trustor. Under this document, the Trustee has the following powers:

- 1) The power to collect, hold, and retain Trust Property.
- 2) The power to receive additions of property to the Trust.
- 3) The power to participate in the operation of any business that is part of the Trust, and to change the legal form of the business.
- 4) The power to manage and control Trust Property, and to manage, control, and divide proceeds and assets generated from the manufacture or sale of products derived from Trust Property.

- 5) The power to encumber, mortgage, or pledge any portion of the Trust Property except those copyrights, trademarks, and service marks held by the Trust.
- 6) The power to enter into a lease for any purpose.
- 7) The power to insure the Trust Property against damage or loss and to insure the Trustee against third-party liability.
- 8) The power to prudently borrow money for any Trust purpose, to be repaid from proceeds from the sale of products generated from Trust Property.
- 9) The power to pay, contest, or settle claims against the Trust by compromise, arbitration, or otherwise, and the additional power to release in whole or in part any claim belonging to the Trust.
- 10) The power to pay taxes, assessments, reasonable compensation of the Trustee and of employees and agents of the Trust, and other expenses incurred in the collection, care, administration, and protection of the Trust.
- 11) The power to hire people, including accountants, attorneys, auditors, investment advisors, or other agents, even if they are associated or affiliated with the Trustee, to advise or assist the Trustee in the performance of administrative duties.
- 12) The power to execute and deliver all instruments which are needed to accomplish or facilitate the exercise of the powers vested in the Trustee.
- 13) The power to prosecute or defend actions, claims, or proceedings for the protection of the Trust Property and of the Trustee in the performance of the Trustee's duties.¹

Section 5: Limitation

The Trustee is not granted the power to make loans to the Beneficiary either out of Trust Property or out of proceeds from the sale of products generated from Trust Property, or to guarantee loans to the Beneficiary by encumbrances on either Trust Property or proceeds from the sale of products generated from Trust Property.

Section 6: Indemnification of Trustee

To the fullest extent permitted by law, the Trustor shall indemnify the Trustee and its directors, officers, employees, and other persons described in Section 523(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that code section, and including an action by or in the right of the Trustee, by reason of the fact that the person is or was a person described in that code section. Procedures for the approval of indemnity,

¹ For details, see page B-18, "Protection of Trust Properties."

advancement of expenses, and insurance shall be described in the Trustee's bylaws.

The Trustee and its directors, officers, employees, and other persons described in Section 523(a) of the California Corporations Code, including persons formerly occupying any such position, may not be relieved of liability for breach of Trust committed intentionally, with gross negligence, in bad faith, or with reckless indifference to the interests of the Beneficiary or the Trustor, or for any act wrongfully consented to by the Beneficiary or the Trustor.

Section 7: Nonpartisan activities by the Trustee

The Trustee shall be nonprofit and nonpartisan. No part of the activities of the Trustee shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the Trustee shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote.

ARTICLE VI: REVOCABILITY

This Trust is revocable by the Trustor.

ARTICLE VII: TERMINATION

This Trust will terminate when any of the following occurs:

- 1) The Trust purpose is fulfilled;
- 2) The Trust purpose becomes unlawful;
- 3) The Trust purpose becomes impossible to fulfill; or
- 4) The Trustor revokes the Trust.

On termination of the Trust, the Trustee continues to have the powers reasonably necessary under the circumstances to wind up the affairs of the Trust. On termination of the Trust, the Trust Property is to be disposed of as determined by the Trustor. If no such determination is made, the Trust Property shall be transferred to the Trustor.

ARTICLE VIII: JURISDICTION

The Superior Court of the State of California has exclusive jurisdiction of proceedings concerning the internal affairs of the Trust, and has concurrent jurisdiction over actions and proceedings to determine the existence of the Trust, actions and proceedings by or against creditors or debtors of the Trust, and actions and proceedings involving the Trustee and third persons, in accordance with California Probate Code Section 17000.

There is no right to a jury trial in proceedings under the California Probate Code concerning the internal affairs of the Trust.

ARTICLE IX: TRUST REGISTRATION

The Trustee shall register the Trust document with the California Attorney General, and shall perform all obligations attendant thereto.

Representing the Trustor date

Executive Director date
World Service Office, Inc., Trustee

Chairperson, Board of Directors date
World Service Office, Inc., Trustee

**OPERATIONAL RULES:
THE FELLOWSHIP INTELLECTUAL
PROPERTY TRUST**

**ARTICLE I:
BACKGROUND, PURPOSE, AND PARTIES OF
THE TRUST**

SECTION 1: BACKGROUND OF THE TRUST

The foundation for the Fellowship Intellectual Property Trust was laid, in fact, at the 1st World Convention of Narcotics Anonymous, held November 5, 1971, in La Mirada, California, USA. At that convention, the membership of the Fellowship of Narcotics Anonymous directed its World Service Board of Trustees to establish a World Service Office to serve as a central Fellowship contact point, an NA information clearinghouse, and NA's publishing agency. Since that time, the World Service Office has been the Narcotics Anonymous Fellowship's authorized publisher, holding the Fellowship's intellectual property in trust as a fiduciary of the Fellowship's primary service arms, the World Service Board of Trustees (through 1976) and the World Service Conference (from 1976 to the present).

The WSO's role as Fellowship publisher has been described in every approved NA service manual, from the first edition of *The NA Tree* (1975) to the most recent edition of *A Temporary Working Guide to our Service Structure*, as follows: "[A] major function of WSO is the publication and distribution of literature.... WSO is also responsible for the printing, warehousing, and distribution of all existing literature."

On September 15, 1982, the trust relationship was reinforced when the WSC Literature Committee specifically conveyed the copyright to the book *Narcotics Anonymous*, NA's Basic Text, to World Service Office, Inc., such specific trust to be administered in accordance with the direction of the World Service Conference as given at its annual meeting of May 5-9, 1982.

In 1988, the trust relationship was further reinforced when the World Service Conference approved guidelines for the WSC Literature Committee which read, in part: "After the World Literature Committee has completed its work on a piece of literature, it is turned over to the World Service Office for production and distribution. Production involves copyright registration... Literature is then sold through WSO."

Finally, in 1991, the World Service Conference reaffirmed the trust relationship that had been established over the years between the Fellowship of Narcotics

Anonymous, the World Service Conference, and World Service Office, Inc. This was accomplished by the approval of motions which read as follows:

To reaffirm and ratify that the ownership of all of NA's intellectual and physical properties prepared in the past, and to be prepared into the future, is held by WSO, Inc., which holds such title in trust on behalf of the Fellowship of Narcotics Anonymous as a whole, in accordance with the decisions of the World Service Conference.

To reaffirm that the World Service Office, Inc., is the exclusive publisher and distributor of all World Service Conference-approved literature, including all books, pamphlets, handbooks, and other intellectual and physical properties, as directed by the Fellowship of Narcotics Anonymous through the World Service Conference.

The World Service Office Board of Directors is entrusted with the responsibility for protecting the Fellowship's physical and intellectual properties, including the Basic Text, and at the [discretion of the] Board of Directors... shall take legal action to protect those rights against any and all persons who choose to infringe upon this literature trust.

SECTION 2: PURPOSE OF THESE RULES

These rules describe the way the Fellowship Intellectual Property Trust is to be administered. They describe the intellectual properties held by the Trust, the parties to the Trust, the rights and responsibilities of each of those parties, and the relationship between them. They also describe specific means by which the rights and responsibilities of the Trustee can be revoked and reassigned, and the procedure to be used in altering specific provisions of the Trust Instrument itself.

SECTION 3: PARTIES OF THE TRUST

Trustor: The Fellowship of Narcotics Anonymous as given voice by its groups through their regional service representatives at the World Service Conference

Equitable ownership of the literature, trademarks, service marks, and all other intellectual properties of the Fellowship of Narcotics Anonymous resides with the Fellowship itself, the basic collective unit of which is the NA group. Decisions concerning NA's intellectual properties directly affect each individual NA group as well as NA as a whole. For this reason, such decisions are made by the duly authorized representatives of the NA groups, their regional service representatives, when those RSRs gather at NA's World Service Conference. By such means, the Fellowship of Narcotics Anonymous acts as the Trustor of the

Fellowship Intellectual Property Trust and is responsible for the creation, approval, revision, and decommissioning of NA literature, trademarks, service marks, and other intellectual properties. The Trustor's specific rights and responsibilities are detailed in Article III of these rules and in the currently applicable service manuals.

Trustee: World Service Office, Inc.

World Service Office, Inc., is the Trustee of the Fellowship Intellectual Property Trust, responsible to hold, register, use, and protect the licenses, copyrights, trademarks, service marks, and other intellectual properties composing the Trust Property. The Trustee is responsible to use or regulate the use of those intellectual properties in a manner consistent with the instructions of the Trustor in service to the Beneficiary, the Fellowship of Narcotics Anonymous as a whole. The Trustee's specific rights and responsibilities are detailed in Article IV of these rules.

Beneficiary: the Fellowship of Narcotics Anonymous as a whole

The Beneficiary of the Fellowship Intellectual Property Trust is the Fellowship of Narcotics Anonymous as a whole. The Beneficiary's specific rights and responsibilities are detailed in Article V of these rules.

<p>ARTICLE II: INTELLECTUAL PROPERTIES HELD IN TRUST</p>

SECTION 1: TWELVE STEPS, TWELVE TRADITIONS

By license agreement with Alcoholics Anonymous World Services, Inc., the Trust holds all rights to the Twelve Steps and Twelve Traditions as adapted for use by the Fellowship of Narcotics Anonymous, listed in Schedule A of these rules.

SECTION 2: OTHER LITERATURE

By assignment from the Trustor, the Trust holds all other literature created directly or indirectly by the Trustor, the Beneficiary, and/or the Trustee.

SECTION 3: TRADEMARKS, SERVICE MARKS

Trademarks and service marks held by the Trust include, but are not necessarily limited to, the name "Narcotics Anonymous," the stylized NA initials in a double circle, and the four-sided diamond enclosed in a circle touching all four of its points. The Trust holds legal title to such marks and all translated, adapted, and hybrid forms of such marks.

SECTION 4: COPYRIGHTS

The Trust holds legal title to the copyrights for all books, booklets, pamphlets, and audio and/or video recordings, both in original and in translation, that have been approved by the World Service Conference or its predecessors. The Trust holds legal title to the copyrights for all volumes and numbers, both in original and in translation, of *The NA Way Magazine*, a periodical publication created and directed by the World Service Conference. The Trust holds legal title to the copyrights for all literary works in progress, both in original and in translation, developed by the World Service Conference, its boards, and its committees.

**SECTION 5: NATURE OF OWNERSHIP OF
THE TRUST'S COPYRIGHTED LITERATURE**

The creation of all new or revised Trust literary properties will be commissioned by the Trustor, either directly or through a subordinate board or committee of the World Service Conference. The process used to create those properties, from commencement to conclusion, will be under the constant control of the Trustor, exercised directly or by a subordinate board or committee of the World Service Conference. Individuals who take part in the creation of those properties will do

so as employees of either the Trustor or the Trustee, whether salaried or volunteer, with full knowledge of the commissioning and controlling interests of the Trustor. No individual participant in any project designed to create or revise Trust literature will retain any claim of copyright with respect to their contributions thereto. The ownership of these Trust Properties will be registered in the name of the Trustee.

<p style="text-align: center;">ARTICLE III: RIGHTS AND RESPONSIBILITIES OF THE TRUSTOR</p>

SECTION 1: GENERAL RIGHTS AND RESPONSIBILITIES

The Fellowship of Narcotics Anonymous as given voice by its groups through their regional service representatives at NA's World Service Conference, as Trustor, has sole authority to approve any proposed revision of the NA Fellowship's adaptation of the Twelve Steps and Twelve Traditions. The Trustor and its designated agents have sole authority to commission, direct, and approve the creation and revision of books, booklets, and informational pamphlets for and on behalf of the NA Fellowship. The Trustor and its designated agents have sole authority to create or revise trademarks and service marks for and on behalf of the NA Fellowship.

SECTION 2: WSC BOARDS AND COMMITTEES

The World Service Conference of Narcotics Anonymous accomplishes its tasks, including those tasks having to do with the Trust, through subsidiary boards and committees. The conference may dissolve existing boards and committees and create new boards and committees. The conference may select the leadership and composition of its boards and committees. The conference may delegate portions of its authority to its subsidiary boards and committees. However, in all matters and at all times, these boards and committees are subject to the direction of the World Service Conference.

The specific purpose, function, authority, and composition of each of the conference's standing subsidiary boards and committees, and the relationship between them and the conference, is described in the relevant guidelines and handbooks approved by the World Service Conference. The conference regulates its ad hoc committees through motions passed at its annual meeting, recorded in its minutes.

**SECTION 3: ADDITION, REVISION, OR DELETION OF
PROPERTIES FROM THE TRUST BY THE TRUSTOR**

The Trustor may add properties to the Trust, delete properties from the Trust, or revise the content or nature of Trust Properties by the following means:

1. Proposals must be distributed to the NA groups via their regional service representatives no less than ninety days prior to the annual meeting of the World Service Conference at which the proposals will be considered.

2. For such a proposal to be approved, two-thirds of the regional service representatives recorded as present in the WSC roll call immediately prior to the vote must vote "yes" to the proposal.

<p style="text-align: center;">ARTICLE IV: RIGHTS AND RESPONSIBILITIES OF THE TRUSTEE</p>
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SECTION 1: IDENTIFICATION OF TRUSTEE

World Service Office, Inc., a California nonprofit public benefit corporation, is Trustee of the Fellowship Intellectual Property Trust. Its bylaws are filed with the California Secretary of State.

SECTION 2: GENERAL RESPONSIBILITIES FOR TRUST PROPERTIES

The Trustee shall hold in a fiduciary capacity the right to control and use all Trust Properties, and specifically to manufacture and sell products generated from Trust Properties, so long as the Trustee's actions are not inconsistent with the directions of the Trustor.

SECTION 3: FIDUCIARY RELATIONSHIP TO TRUSTOR

The Trustee is a service entity which functions within the totality of the Fellowship of Narcotics Anonymous and, in so doing, endorses the aims, goals, and purposes of the Fellowship. The Trustee, including its directors, officers, and employees, is and shall be subject to, and will abide by, the principles of the Twelve Traditions of Narcotics Anonymous as set forth in the book *Narcotics Anonymous*.

Further, the Trustee shall abide by motions adopted by the Trustor at each World Service Conference meeting, and shall implement decisions reached by the Trustor as they pertain to the administration of the Trust. This applies even to decisions reached by the Trustor which have the effect of modifying either the Trust Operational Rules or the Trust Instrument, provided those decisions are reached in a way that is consistent with Article VII of these Rules. It is herein specifically acknowledged that the Trustee acts as a fiduciary in its dealings with and on behalf of the Trustor.

SECTION 4: TRUSTEE COMPENSATION

Directors and officers of the corporation serving as Trustee shall serve without compensation, but may be reimbursed for expenses they incur in their service to the Trust.

No director, officer, employee, or other person connected with the Trustee, or any other private individual, shall receive at any time any of the net earnings or pecuniary profit generated by the Trust; provided, however, that this provision

shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Trustee in furtherance of its purposes.

SECTION 5: REGISTRATION OF TRUST PROPERTIES

The Trustee shall take all reasonable measures to register and protect the Trust's copyrights, trademarks, and service marks, both in their original forms and in their translated, adapted, or hybrid forms, in the United States and other countries where those properties are used or are likely to be used, in accordance with the provisions of United States law and all applicable international intellectual property rights treaties.

SECTION 6: MANUFACTURE, DISTRIBUTION, AND SALE OF PRODUCTS

The Trustee shall use, produce, print, manufacture, and/or reproduce products using Trust Properties, and shall offer such products for sale to the Beneficiary and the general public. The Trustee may enter into appropriate agreements and arrangements with third parties regarding the manufacture, distribution, and sale of products using Trust Properties.

SECTION 7: TRUSTEE AUTHORITY WITHOUT NOTICE OR PERMISSION

In the absence of the Trustor's specific direction to the contrary, the Trustee may make the following decisions relative to administration of the Trust without prior notice to or permission of the Trustor:

1. The Trustee has complete discretion as to the manufacturing format of products generated from Trust Properties, including appearance, design, typeface, paper grade, binding, cover, ink, or other material.
2. The Trustee has complete discretion in the management of all affairs related to the perpetuation of the Trust's business, including contracts, leases, licenses, covenants, manufacturing specifications, inventory and production quantities, distribution and marketing policies and programs, and pricing of products generated from Trust Properties.

SECTION 8: TRUSTEE OBLIGATION FOR NOTICE AND APPROVAL

The Trustee must notify the Trustor at least ninety days prior to any given annual World Service Conference meeting of the Trustee's intent to publish or otherwise manufacture a product based on an alteration of any Trust Property. The Trustee may not publish or manufacture such a product prior to receiving the Trustor's

approval at that annual meeting. For such a proposal to be approved, two-thirds of the regional service representatives recorded as present in the WSC roll call immediately prior to the vote must vote "yes" to the proposal.

SECTION 9: UTILIZATION OF REVENUES

From the revenues accruing from licenses, covenants, or sale of products generated from Trust Properties, the Trustee shall provide services as directed by the World Service Conference, including but not limited to the following:

1. The Trustee shall provide administrative, organizational, and logistical services to the World Service Conference of Narcotics Anonymous and the Fellowship of Narcotics Anonymous at large.
2. The Trustee shall provide service to individual addicts and groups of addicts seeking recovery from addiction, and shall assist the general public in understanding addiction and the Narcotics Anonymous program for recovery from addiction. Such assistance may include direct and indirect communication with addicts, organizations, agencies, governments, and the public at large.
3. The Trustee shall publish and distribute periodicals written or prepared by and/or for the World Service Conference.
4. The Trustee shall not utilize revenues generated from Trust Properties to engage in any activities or exercise any powers that are not in furtherance of the primary purpose of Narcotics Anonymous, which is to carry the NA message to the still-suffering addict.

SECTION 10: DISBURSEMENT OF TRUST REVENUE

The Trustee shall hold and manage in a fiduciary capacity the income produced by any of the activities described in Article IV, Sections 6 and 9, of these Rules in such a manner as to further the purpose described in Article I, Section 4, of the Trust Instrument.

SECTION 11: PROTECTION OF TRUST PROPERTIES

The Trustee shall have the duty and authority to protect the Trust Properties from infringement. The Trustee will utilize the following process to proceed with protection of the Trust Properties.

1. Before legal proceedings are initiated, the Trustee will request that all infringing parties cease and desist their infringement.
2. The Trustee will seek to resolve the infringement prior to filing formal litigation.

3. Prior to filing suit, at least three-quarters of the directors of the World Service Office corporation must approve the action. The corporation's intent to file suit must be ratified by two-thirds of the participants in a voting group composed of the chairperson and vice chairperson of the WSC Administrative Committee and the members of the World Service Board of Trustees before suit may be filed.
4. Prior to filing, the Trustee will report to all World Service Conference participants its intent to file infringement suit, unless the provision of such a report would demonstrably impair the Trustee's ability to effectively protect Trust Property. In the event that prior notice of intention to protect the intellectual properties of the Trust would jeopardize the success of any action, appropriate provisions or remedies such as injunctions and seizure orders may be sought without prior notice.
5. Once filed, settlement of infringement litigation shall be at the discretion of the Trustee, the chairperson and vice chairperson of the World Service Conference, and the chairperson and vice chairperson of the World Service Board of Trustees.

SECTION 12: TRUSTEE REPORTING OBLIGATION

Each year, the Trustee shall give a full written report of its activities to the Trustor. This report shall be delivered to all participants of the World Service Conference at or before its annual meeting, and shall be available at cost or less to any Narcotics Anonymous member. This report shall include:

1. An audit of the Trust for the previous year. Additionally, every five years it shall include a performance audit of the Trustee's fiscal management procedures. These audits shall be performed by a certified public accountant.
2. A description of all Trustee activities funded from proceeds generated by the Trust in the previous year.
3. A budget and project description for Trustee activities planned for the coming year.

<p style="text-align: center;">ARTICLE V: RIGHTS AND RESPONSIBILITIES OF THE BENEFICIARY</p>

SECTION 1: FELLOWSHIP USE OF TRUST PROPERTIES

Use of NA's copyrights, trademarks, and service marks by NA groups, service boards, and committees is covered in a separate document called "Internal Use of NA Intellectual Property."

SECTION 2: BENEFICIARY IMPACT ON THE TRUST

The Beneficiary may take part in decisions affecting the Trust through the established Narcotics Anonymous service structure as described in the most recent Narcotics Anonymous service manual.

SECTION 3: INSPECTION OF TRUSTEE ACTIVITIES

Conditions of inspection

Any regional service committee or equivalent service body may inspect the records and operations of the Trust on behalf of the Beneficiary, provided the following conditions are met.

1. A motion to conduct an inspection of the Trust must be approved by a regional service committee or its equivalent.
2. The regional service committee wishing to inspect the Trust must assume the expense associated with the participation of its own representative in the inspection. All other costs associated with the inspection shall be borne by the Trustee.
3. The regional service committee must present a written request for inspection of the Trust, detailing its concerns and any particular areas of Trust operations it wishes to inspect.

Selection of inspection team

1. The regional service committee requesting the inspection will select two members of the World Service Board of Trustees for inclusion on the inspection team. These two members will facilitate the inspection.
2. The regional service committee requesting the inspection will designate one of its participants to be included on the inspection team.
3. The board of directors of the corporation designated as Trustee will designate either its treasurer or another director on the inspection team.

Inspection limitation

A Trust inspection conducted by a regional service committee on behalf of the Beneficiary may examine any aspect of the Trustee's operations, including all records, with the exception of documents privileged by law, including but not limited to the Trustee's personnel records.

Report of inspection

1. One of the two inspection team members drawn from the World Service Board of Trustees will develop a report of the team's findings relative to the region's stated concerns. The report will include full documentation of the inspection team's findings.
2. The final report, along with a copy of the original request for inspection, will then be published in the next *Conference Report*.

<p style="text-align: center;">ARTICLE VI: REVOCATION AND REASSIGNMENT OF THE TRUSTEE'S RIGHTS AND RESPONSIBILITIES</p>
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SECTION 1: CONSIDERATION OF REVOCATION

The Trustee's rights and responsibilities may be revoked and reassigned to another party by the Trustor, provided the following conditions are met:

1. A written petition to revoke the rights and responsibilities of the Trustee must be submitted to the World Service Conference Administrative Committee. To be considered, the petition must meet one of the following conditions:
Either the petition must be signed by a third of the regional service committees recognized as voting participants in the most recent annual meeting of the World Service Conference,
Or the petition must be signed by the World Service Board of Trustees, the motion to submit such a petition having been approved by no less than two-thirds of the members of the World Service Board of Trustees.
2. In order to be considered at any given annual meeting of the World Service Conference, such a petition must be received between June 1 and December 31 of the previous year, allowing time for the petition to be distributed to Conference participants.
3. If the above criteria are met, the petition will be placed on the agenda of the next annual meeting of the World Service Conference. Statements of the petitioners will be published with the petition itself in the *Conference Agenda Report*.

SECTION 2: REVOCATION PROCESS

1. A majority of regional service representatives must approve before proceeding with the revocation process.
2. An ad hoc committee will be appointed by the chairperson of the World Service Conference. The committee will consist of the following:
 - a. four regional service representatives
 - b. the chairperson of the board of directors of the corporation designated as Trustee
 - c. one member of the WSC Administrative Committee
 - d. three members of the World Service Board of Trustees, one of whom will chair the committee

3. This committee will hold two forums during the upcoming year to receive Fellowship input, and will provide accounts of those forums in the *Conference Report*.
4. In addition to those forums, the committee will meet at least twice, and will provide accounts of its meetings in the *Conference Report*.
5. At the conclusion of its study, this committee will prepare a written report to be included in the *Conference Agenda Report*, along with any motions or recommendations related to the proposed revocation.
6. Any motion to revoke the Trustee's rights and responsibilities arising from the committee's study will require approval of two-thirds of the regional service representatives recorded as present in the WSC roll call immediately prior to the vote.

SECTION 3: REASSIGNMENT OF TRUSTEE RESPONSIBILITIES

Should the Trustee's rights and responsibilities be revoked, the Trustor will immediately direct the Trustee to assign those rights and responsibilities either to the Trustor or to the entity the Trustor wishes to administer the Trust. The Trustee shall comply immediately with such direction.

<p>ARTICLE VII: REVISION OF TRUST RULES AND INSTRUMENT</p>

SECTION 1: REVISION OF TRUST OPERATIONAL RULES

The Trust Operational Rules may be revised by the "yes" vote of two-thirds of those regional service representatives recorded as present in the World Service Conference roll call immediately prior to the vote.

SECTION 2: REVISION OF TRUST INSTRUMENT

Provisions of the Trust Instrument may be changed only under the following conditions:

1. Any motion to review proposed revisions to the Trust Instrument must receive the approval of a majority of regional service representatives at the World Service Conference.
2. After such review is approved, proposed revisions will be open for a six-month review and input period, after which the proposed revisions will be presented in the *Conference Agenda Report* for adoption.
3. A motion to adopt any proposed revisions to the Trust Instrument will require a vote of "yes" from two-thirds of those regional service representatives recorded as present in the World Service Conference roll call immediately prior to the vote.

**SCHEDULE A
TWELVE STEPS AND TWELVE TRADITIONS, AS
ADAPTED FOR USE BY THE FELLOWSHIP OF
NARCOTICS ANONYMOUS**

License to adapt the Twelve Steps and Twelve Traditions for use by the Fellowship of Narcotics Anonymous granted by Alcoholics Anonymous World Services, Inc.

TWELVE STEPS

1. We admitted that we were powerless over our addiction, that our lives had become unmanageable.
2. We came to believe that a Power greater than ourselves could restore us to sanity.
3. We made a decision to turn our will and our lives over to the care of God *as we understood Him*.
4. We made a searching and fearless moral inventory of ourselves.
5. We admitted to God, to ourselves, and to another human being the exact nature of our wrongs.
6. We were entirely ready to have God remove all these defects of character.
7. We humbly asked Him to remove our shortcomings.
8. We made a list of all persons we had harmed, and became willing to make amends to them all.
9. We made direct amends to such people wherever possible, except when to do so would injure them or others.
10. We continued to take personal inventory and when we were wrong promptly admitted it.
11. We sought through prayer and meditation to improve our conscious contact with God *as we understood Him*, praying only for knowledge of His will for us and the power to carry that out.
12. Having had a spiritual awakening as a result of these steps, we tried to carry this message to addicts, and to practice these principles in all our affairs.

TWELVE TRADITIONS

1. Our common welfare should come first; personal recovery depends on NA unity.
2. For our group purpose there is but one ultimate authority--a loving God as He may express Himself in our group conscience. Our leaders are but trusted servants; they do not govern.
3. The only requirement for membership is a desire to stop using.
4. Each group should be autonomous except in matters affecting other groups or NA as a whole.
5. Each group has but one primary purpose--to carry the message to the addict who still suffers.
6. An NA group ought never endorse, finance, or lend the NA name to any related facility or outside enterprise, lest problems of money, property, or prestige divert us from our primary purpose.
7. Every NA group ought to be fully self-supporting, declining outside contributions.
8. Narcotics Anonymous should remain forever nonprofessional, but our service centers may employ special workers.
9. NA, as such, ought never be organized; but we may create service boards or committees directly responsible to those they serve.
10. Narcotics Anonymous has no opinion on outside issues; hence the NA name ought never be drawn into public controversy.
11. Our public relations policy is based on attraction rather than promotion; we need always maintain personal anonymity at the level of press, radio, and films.
12. Anonymity is the spiritual foundation of all our traditions, ever reminding us to place principles before personalities.

READER'S NOTES**INTRODUCTION**

Who says NA literature is NA literature? Who "owns" NA's literature and logos? Who may print and distribute our White Booklet, our Basic Text, our Daily Book, our IPs? What is done with the money paid for NA literature? How is that money accounted for? And what can we do if it's used improperly? The answers to these questions form the substance of the Fellowship Intellectual Property Trust.

Development of the trust began in the latter part of 1990. At that time, our world services were gripped in a conflict over the unauthorized printing and distribution of a version of NA's Basic Text specially tailored by a small group of NA members to suit their philosophical viewpoint. Those individuals claimed that, since the text belonged to the NA Fellowship, they were free as NA members to do whatever they liked with it. World services, on the other hand, claimed that literature which had been approved by the NA Fellowship as a whole could not be altered at will by a few individuals or a few groups, nor could they print and sell it themselves at the expense of services benefiting the entire fellowship.

Who was right? And who *said* so? The fellowship had made various decisions through the years about the development, approval, copyrighting, publication, and sale of its literature. However, those decisions had never been gathered in a single, clear document.

The purpose of the Fellowship Intellectual Property Trust is to lay out the collective decisions the Narcotics Anonymous Fellowship has made over the years concerning its literature and logos. Anyone who has any questions about how NA literature is to be developed and approved, who "owns" it, how it may be changed and who may change it, who may print it, and what is to be done with the money resulting from its sale can easily refer to the Fellowship Intellectual Property Trust. In this one comprehensive document appear the policies our entire fellowship has created to preserve the integrity of its published message and the accountability of its publishing services.

These policies have been cast as a legal document, a "trust." This has been done, in part, because US law and international treaty regulate the way "intellectual property"--copyrights, trademarks, and other creations of the mind or spirit--should be administered. The legal "trust" framework has been used because it fits the relationship established in Narcotics Anonymous between the fellowship and its service bodies where NA literature and logos are concerned.

The intent of the trust is to provide assurance to our present and future membership that NA's properties are duly protected from misuse by anyone, including our world services. Until the Fellowship Intellectual Property Trust is actually approved, our World Service Office has only sketchy instructions on how it is to administer the fellowship's literature and logos. The trust clarifies and limits WSO's responsibility and authority in administering those properties on the fellowship's behalf. NA's literature and logos belong to no one individual, board, or committee, but are held in trust for the Fellowship of Narcotics Anonymous as a whole. By casting the policies affecting this arrangement as a registered legal document, we ensure that those policies can be enforced, if need be, by the California state government.

TRUST INSTRUMENT

The first of the trust document's two parts is the legal "trust instrument" which is filed with the California attorney general. The instrument describes the relationship between the NA Fellowship, the fellowship's representatives meeting at the World Service Conference, and the World Service Office in the manner required in registering a charitable trust in California.

ARTICLE I

What "incidental expenses and costs of... administration" are anticipated?

These are the costs that were originally associated with creating the trust: normal filing fees incurred in registering the trust instrument, attorney's fees for registration and amplification of applicable copyright and trademark registrations, and other incidental costs.

ARTICLE II: PARTIES TO THE TRUST

This article of the trust instrument briefly identifies the three parties of the Fellowship Intellectual Property Trust according to the relations that have developed over the years in Narcotics Anonymous services. Through their regional service representatives, the NA groups make decisions at the World Service Conference about the development, approval, and publication of literature on behalf of the entire NA Fellowship. Once those decisions are made, the approved literature is given in trust to the World Service Office, which is expected to publish it in accordance with the directions the fellowship's representatives give it. The literature is created and published to benefit the Fellowship of Narcotics Anonymous as a whole in fulfilling its primary purpose: "to carry the message to the addict who still suffers." In legal trust terminology, this makes the NA Fellowship, through its RSRs, the *Trustor*, the World Service Office the *Trustee*, and the NA Fellowship, as a whole, the *Beneficiary*.

ARTICLE III: IDENTITY OF TRUST PROPERTY

What is meant by "modify or delete property"?

This refers to the fellowship's ability, as trustor, to revise existing NA literature and/or remove an item from the classification of approved NA literature.

What about coffee cups, the Basic Journal, and other such products?

Coffee cups, chips and medallions, desks, chairs, and computers are all physical properties of the WSO corporation. However, any trademarks displayed on those properties are specifically subject to the rules of use described in the intellectual property trust.

ARTICLE IV: OPERATIONAL RULES**This article refers to the trust operational rules. Are the rules separate from the trust in some way? Aren't they registered as part of the trust with the attorney general?**

Because we are talking about "legal stuff," we need to use our terms in a very precise way here. The *trust* is a legal *arrangement*; it is not any of the documents associated with it. Both the trust *instrument* and the trust *operational rules* are meant to describe how the trust works--each, however, speaks to a different audience. The trust instrument, describing the basic legal framework of the arrangement, is written to tell the government that we are settling our intellectual property affairs in a particular order recognizable to the courts. The operational rules serve as our fellowship's internal agreement about the details of the trust's actual administration. The trust instrument is like the articles of incorporation of the trust, and the rules are like its bylaws or guidelines. While only the instrument *must* be registered with the attorney general, the rules will also be filed for information purposes. Further, Article IV of the instrument links the operational rules to the trust in such a way that, once the instrument is registered, the rules also become legally binding on all parties of the trust.

ARTICLE V (TRUSTEE)**In Section 1, Item 6, what is meant by "take, keep control of, and preserve"?**

This means that the trustee (WSO, Inc.) has the duty to receive from the fellowship any intellectual properties that the fellowship decides are to be included in the trust. The trustee must then properly register its possession of the property, preserve it in its original form, use it in the way described in the instrument and rules, and take steps to ensure that others do not misuse the intellectual properties.

In Section 1, Item 7, what is meant by "make the trust property productive"?

The trustee must make the trust property available in some useful form to those who would benefit from it--namely, the NA Fellowship as a whole.

In Section 2, what is meant by "all other matters may be delegated"? What are some examples of acts delegated to others?

The trustee may delegate *portions* of its duties--for instance, it may contract with an attorney to register copyrights for certain trust properties--given reasonable supervision by the trustee. However, the trustee may never transfer or delegate to another entity the *whole* of its administrative duties. The trustee may hire an attorney to represent its interests in a court of law; it may charge an employee with the responsibility to account for the income of trust properties; it may appoint someone to negotiate a business deal on its behalf. However, the trustee may *not* ask someone else to take over the role of trustee itself--at least not on its own authority. Only the trustor can reassign all the rights and responsibilities of the trustee to another party (see the rules, Article VI).

Section 3 seems arbitrary. Why has it been included?

This section could really be labeled the trustee's "oath of office," and it is far from arbitrary. The language in this section has been very carefully crafted and is based on extensive California experience in defining the way in which a trustee can effectively be held accountable. Such a statement of the standard of care the trustee is to be held to is required by California trust law.

In Section 4, what are some examples of "powers conferred by statute"?

As with so much of the language included in the trust instrument, the lead to this section is taken directly from the California Probate Code division on trust law, Section 16200. The specifics are drawn from other sections of the code that describe the powers of trustees (Sections 16201, 16202, 16220-21, 16223-49).

In Section 4, can you clarify some of the powers listed?

While the "legalese" language found in these items is sure to be unfamiliar to most of our members, it is very common to these types of legal documents. We will try to clarify the particular points as best we can.

3. *How could "the legal form of business" be changed?* This item is phrased as if the trustee's corporation--the World Service Office--were being set up at the same time as the trust. Item 3 gives WSO, Inc. the authority to set up and incorporate a business enterprise so that it can fulfill the rights and responsibilities described in Article IV of the operational rules (print, warehouse, and distribute NA literature, etc.). It also gives WSO, Inc. the authority to modify the way in which the business is set up if such is found to be necessary for the fulfillment of its responsibilities as trustee. (For more on "legal forms of business," see the glossary at the back of this handbook.)

4. *What is meant by "manage and control"?* This item gives the trustee (WSO, Inc.) the responsibility to properly register, protect, and regulate the use and

licensing of the trust properties themselves--that is, the copyrights to NA literature and the registrations of our trademarks and service marks. It also gives the trustee the authority to put whatever proceeds or assets might come from the sale of literature (using trust copyrights) or NA memorabilia (using trust trademarks) to whatever uses would most benefit the NA Fellowship.

5. *How, to whom, and why would property be "encumbered, mortgaged, or pledged"?* This is one of the standard clauses in trust instruments. It is usually intended to indicate that the trustee has been granted full authority to manage the trust property, especially for purposes of interaction with financial institutions. This power is very similar to a homeowner's ability to secure a mortgage on the equity in his or her house. It simply means that the trustee could use trust property as collateral in securing a loan, if that were held to be in the best interests of the trust. Note, however, that the most important of the trust properties--our fellowship's name and logos and the copyrights to NA's literature--cannot be put up for a loan.

8. *Borrow money from whom? Why does this not say anything about excluding outside enterprises or being self-supporting?* Item 8 allows the trustee to borrow money in the name of the trust and to use the proceeds from sales of literature (using trust copyrights) or memorabilia (using trust trademarks) to repay the loan without allowing a claim to be made on the trust properties (the copyrights and trademarks) themselves. Most businesses avail themselves of credit-line services offered by financial institutions. At various times in the past, WSO, Inc. has had access to a credit line of \$100,000. It is the belief of the WSO board that this service is not an "outside contribution" since the WSO not only repays the principal but also makes interest payments for its use.

9. This item simply authorizes the trustee to settle any legal actions taken against the trust should the trust itself be sued, and to release others from claims arising from disputes initiated by the trustee if such is deemed to be in the best interests of the trust.

11. *Does this include writers? What does "administrative duties" mean?* This item allows the trustee to hire or contract with people specifically to manage affairs related to the trust arrangement itself. Such administrative duties might require the assistance of attorneys to register copyrights and trademarks, accountants to keep track of the proceeds from the sale of literature and memorabilia, or administrative staff to compile necessary reports on trust activities, process trust-related correspondence, or evaluate requests to reprint literature protected by trust copyrights. Editorial staff could be used to draft or edit reports for these purposes, of course, but this item does not give the trustee specific authority to hire writers to help with the drafting or editing of literary projects being developed by one or another of the WSC boards or committees.

The authority to spend money generated from the sale of copyrighted literature or memorabilia using trust trademarks to hire staff to provide "administrative, organizational, and logistical services to the World Service Conference" (writers among them, should they be required) is detailed in Article IV, Section 9, Item 1 of the operational rules.

12. This item gives the trustee the authority to sign whatever legal documents it must sign in the course of carrying out its responsibilities.

13. This item gives the trustee the authority to defend itself if it is sued and to file its own lawsuits against others, not only to protect the trust property but also to protect the trustee from liability, so long as its actions have been taken within the framework of its duties. Note that the matter of filing suit to protect the fellowship's literature and logos is dealt with in much greater detail in Article IV, Section 11 of the operational rules.

What is the purpose of Section 5? Would it mean that new groups would not be able to get starter kits from the WSO? Would it mean they couldn't get literature if they couldn't afford it?

Under California trust law, the power to make loans to the beneficiary is one of the standard powers assigned to trustees. Therefore, we must specifically limit this power in our trust's instrument if we do not wish monetary loans to be made from the trust.

This section does not limit the kinds of group service efforts we have come to expect from our World Service Office. It does not prevent WSO from providing new groups with starter kits, and it does not restrict the WSO from making appropriate arrangements to distribute literature at reduced cost or free of charge in cases of need. (See Article IV, Section 9 of the trust operational rules, and specifically Item 2.)

In Section 6, define "indemnify." Is there any insurance policy? A different policy for the WSO board? What are some examples of "other persons"? Define "wrongfully consented to"; give possible examples.

To indemnify means "to secure against hurt, loss, or damage." All this section does is provide that none of the persons mentioned will be burned at the stake for making a simple error in judgment made while carrying out their duties, provided the error is made in good faith. The "other persons" referred to could include either those who are contracted to provide specific services for WSO, Inc. or who provide services on a voluntary basis at the behest of the corporation. If any of them are sued for something they've done in the performance of their duties, Article V, Section 6 of the trust instrument requires the trustor to protect them from personal harm.

Early in 1992, WSO, Inc. extended its liability insurance coverage to provide this specific kind of protection for members of the WSO Board of Directors (including its officers), other volunteers on world service business, WSO employees, and those under specific contract to WSO, Inc. A single policy covers them all. Authorization for such insurance has been specified since 1987 in Article 8 of the WSO, Inc. bylaws.

Note that this section does *not* protect directors, officers, employees, or anyone else from any liability that may arise from wanton neglect of their responsibilities or from malicious acts. Nor does this section provide for protection against liability arising from "any act wrongfully consented to by the beneficiary or trustor."

Why can an individual be sued by the trustee (WSO, Inc.) while an individual associated with the trustee can not be sued for their actions? Why does the trustee have more rights and protection than the beneficiary?

It's true that both the trust instrument and the operational rules have provisions allowing the trustee to file lawsuits to protect both itself and NA's literature and logos. (See instrument, Article V, Section 4, Item 13, and rules, Article IV, Section 11.) To date, the fellowship has stated in no unclear terms that WSO, Inc. is responsible to protect the fellowship's literature and logos from anyone who threatens them, whoever those persons may be. This is simply a restatement of the intent of our First and Fourth Traditions in the context of the entire fellowship's intellectual property rights: No individual NA member, no individual NA group has the right to take action benefitting themselves that would impair our common welfare or negatively impact NA as a whole in any serious way. If the fellowship were to forbid the trustee to protect NA's copyrighted literature from being altered or published at will by individual members or groups, the courts would interpret that as the fellowship's way of saying that they had abandoned their collective control of the copyrights to NA literature--to put it bluntly, we would lose our copyrights to the Basic Text and all other NA literature.

Let's clarify the matter of lawsuits and the indemnification provided to WSO directors, employees, and contractors. Indemnification simply provides assurance that those who serve on our board of directors or who take employment at WSO will not be subject to personal financial ruin if they are sued for doing their jobs. They are given this kind of protection because it is conceivable that people put in such a position on our behalf may need it and because our fellowship has refused to put them in that position without backing them up. This does not give them more rights than the beneficiary. Remember, the beneficiary is "the Fellowship of Narcotics Anonymous as a *whole*." In the normal course of trust activities, NA as a whole is not exposed to any liability at all; only the trustee is exposed to such liability. The only reason the beneficiary, as

defined in this trust, is not provided indemnification from liability is because the beneficiary *has* no liability associated with the trust.

Why is Section 7 there?

Organizations taking part in political activities are regulated by the tax authorities in a different way than nonpartisan organizations. Therefore, any public benefit or charitable organization applying for tax exemption must include such a provision in its organizing instrument.

ARTICLE VII: TERMINATION**Under what circumstances could "the trust purpose [be] fulfilled"?**

This is a standard provision in the articles of incorporation or bylaws of many nonprofit organizations. The trust purpose may be fulfilled either when addiction disappears or when a cure is found--granted, not a likely occurrence. On the other hand, it could conceivably come to be impossible for the trust purpose to be fulfilled if, for instance, legislation is enacted outlawing the association of known addicts.

ARTICLE VIII: JURISDICTION**Why California and not some other USA state?**

Because the standards of accountability that trustees are held to in caring for a trust are far stricter in California than anywhere else in the USA. Registering the Fellowship Intellectual Property Trust in California provides the fellowship with the greatest possible protection. The WSO corporation has had principle offices and has been registered in the State of California since 1977. The California Attorney General's Office would probably have had some serious questions if we had tried to establish this trust in a state with more lenient standards of care.

Why no jury trial?

Because trusts are subject to probate law, not criminal law, and juries are not used in probate court. This is merely a statement of legal fact concerning all trusts under California law, not a special provision of the Fellowship Intellectual Property Trust.

ARTICLE IX: TRUST REGISTRATION

If the trust is approved, the RSRs who vote on the groups' behalf to do so will need to select one of their number to sign the instrument for them before it can be filed with the California attorney general. The same will have to be done if the instrument is ever revised.

TRUST OPERATIONAL RULES

The next section of the trust document is the working "operational rules," the bylaws or guidelines which control the actual administration of the trust and the relationship between the parties to the trust: the fellowship, its representatives, and the World Service Office.

ARTICLE I

Section 1

Section 1 provides a brief documentary history of the trust relationship that had already developed between the fellowship, the World Service Office, and the World Service Board of Trustees and the World Service Conference prior to the formal creation of the Fellowship Intellectual Property Trust.

Section 2

Section 2 summarizes the general purpose of the Trust Operational Rules.

Section 3

Section 3 briefly defines and describes the three parties to the Fellowship Intellectual Property Trust: the *Trustor*, the *Trustee*, and the *Beneficiary*. In all trusts, the *trustor* establishes the general policies that guide the administration of the trust property. The *trustee* carries out the trustor's instructions in the day-to-day management of the property of the trust. And the *beneficiary* is the person or group of people in whose interest the trust is managed. In this trust, the trustor is the Fellowship of NA as given voice by its groups through their RSRs at the World Service Conference, the trustee is the World Service Office, and the beneficiary is the NA Fellowship as a whole. It is our belief that these trust roles line up pretty closely with the roles the RSRs, the office, and the fellowship have already come to play in NA's development. With the exception of our narrowed definition of the trustor as the body of RSRs, we have not described anything new in the Fellowship Intellectual Property Trust; we have merely tried to mirror the existing service relationships in our fellowship.

The means by which the fellowship acts as trustor is described in a very specific, even peculiar way. What is behind this language?

In developing the trust, we had originally identified the World Service Conference itself as the trustor. Historically, the NA groups have given the conference authority to make decisions concerning services affecting the entire fellowship,

putting it in a good position to act as trustor of the Fellowship Intellectual Property Trust. However, identifying the WSC itself as trustor created two problems.

First, because the trustor must be the actual owner of whatever is being placed into trust, we would have to find a way to identify the fellowship itself as the trustor and, hence, the "equitable" (or moral) owner of NA's literature and logos.

Second, with the approval of *Twelve Concepts for NA Service* in 1992, our fellowship had agreed that decisions affecting the NA message must be decided, in some fashion, by the NA groups. "For example," the essay on Concept Two reads, "proposals to change NA's Twelve Steps, Twelve Traditions, name, nature, or purpose should be approved directly by the groups." The NA name, being a registered trademark and service mark, is one of the intellectual properties covered by this trust; the nature and purpose of Narcotics Anonymous are defined by its copyrighted literature, also protected under the trust. Giving the whole WSC body--including conference officers, committee chairs, trustees, and the WSO board chair along with the RSRs--authority to make decisions about the Fellowship Intellectual Property Trust seemed to run contrary to the spirit of the Twelve Concepts. Somehow, the trust would have to identify either the NA groups or their direct representatives as the collective trustor.

However, we could not show the duties of the trustor of the Fellowship Intellectual Property Trust as being dissipated among the individual groups because the decisions the trustor has to make affect the fellowship as a whole. To give individual groups the ability to take action on their own that could seriously affect other groups or NA as a whole would contradict our Fourth Tradition. Somehow, we had to provide means by which the groups or their direct representatives could fulfill their responsibilities as trustor in a coordinated way, so that they all took part in decisions affecting them all.

That's how we came to define the trustor as:

- 1) the Fellowship of Narcotics Anonymous
- 2) as given voice by its groups
- 3) through their regional service representatives
- 4) at the World Service Conference.

The fellowship itself, as given voice by its groups through their regional service representatives at the World Service Conference, is identified as the trustor and, therefore, the equitable owner of NA's literature and logos. The NA groups are placed in direct control of the trust because the trust directly affects the interests of each individual NA group. Only their direct representatives, the RSRs, are recognized as having the ability to make decisions on their behalf concerning the trust. The RSRs are required to make those decisions only within the context of the WSC, assuring that action affecting the entire fellowship will be conducted in a coordinated fashion.

ARTICLE II

The first four sections of this article simply describe the items that have been placed in trust: NA's Twelve Steps and Traditions, other NA literature, NA's name and marks, and the copyrights to NA literature. The trust document regulates the creation, revision, and use of these items in a way consistent with already-approved policy.

Ownership

Throughout Article II, we find statements like this: "The ownership of [our literature] will be registered in the name of the Trustee," the World Service Office. Some members might ask, "Does this mean that the fellowship doesn't own its own literature?" The answer to that question is *no*.

Ever since the World Service Office was created in the early 1970s, it has been the registered *legal* owner of the copyrights to our literature. However, the *equitable* owner of our literature is the fellowship itself, as described in Article I, Section 3 of these rules. The World Service Office is not, after all, a completely independent entity; it is our fellowship's world service corporation. All Article II says is that legal ownership of the fellowship's literature will be registered in the name of the fellowship's legal corporation.

Regarding Section 3, does this include coffee cups, the Basic Journal, and other memorabilia products?

Trademarks and service marks, described in Section 3, are included among the trust properties. Use of these marks on coffee cups, the Basic Journal, or other memorabilia are subject to regulation by the trustee.

Regarding Section 3, define "hybrid".

Hybrids of the NA logos are fairly common--for instance, the stylized NA initials with the "NA Tree" superimposed.

Does Section 4 affect H&I's "Reaching Out" newsletter?

Reaching Out, specifically, is not currently copyrighted because the conference has not given any instructions to restrict its duplication. The only periodical copyrights specified as being held by the trust are the rights to *The NA Way Magazine*.

Section 5: works made for hire

Section 5 offers a very specific definition of the terms under which NA literature is created and copyrighted. We believe this definition is consistent with precedence, already-established fellowship policy, and our fellowship's philosophy of both the anonymity and the accountability of its trusted servants. When our trusted

servants take part in an NA service project, we expect them to do so not to accrue power, property, or prestige to themselves but to unselfishly serve our fellowship. And we expect that our fellowship, through its representatives in the service structure, will have final authority over such projects from start to finish.

Does this mean that no literature will be originated outside the WSC Literature Committee? Is an individual, group, area, or region prohibited from writing literature?

No, to both questions. First, note that this section refers to *all* the world service boards and committees, not just the conference literature committee. Material originated in an individual's home, for instance, or in a group, area, or region would only need to be accompanied by a copyright release before it could be incorporated into the NA literature development process, as has always been the case.

Does this mean that no individual who may have a vast knowledge in a particular area of recovery and/or the fellowship may have his or her name printed?

Though we do not print NA books or pamphlets showing the names of individual authors, that is not what this section refers to. This says that individuals who take any part, big or little, in helping create literature for NA must do so for the fellowship's benefit, not their own. The copyrights will be registered in the trustee's name, protecting the entire fellowship's rights to the literature, *not* in the names of any individuals who may have had a part in the project. Creative members who wish to write and publish their own copyrighted recovery material under their own names are not prohibited from doing so, provided they do not use the NA name or other trademarks.

If the trustor has constant control over literature from commencement to conclusion, does that include area or regional newsletters?

No. This refers only to *trust* literary properties--materials created in the name of NA as a whole. For more information on local newsletters, see the approved *Handbook for NA Newsletters*, available from the World Service Office

ARTICLE III

In this article, the role of the fellowship in the creation, approval, and revision of NA literature is clearly described: The fellowship, as given voice by its groups through their RSRs at the WSC, currently has sole authority to approve or revise NA literature. Primary among the "agents" referred to in Section 1 is the World Service Conference and the boards and committees through which it does its detail work.

Does the way Section 1 is written exclude the creation of literature, etc., outside of the WSC/WSO--for instance, in groups or areas?

No. This says only that the conference has sole authority with regard to literature created "for and on behalf of the NA Fellowship," referring to the *entire* fellowship.

Does this leave anything out (keytags, WCC cups, etc.)?

No. What's being regulated is not the products (keytags, cups) themselves, but the NA trademarks and service marks used in *making* those products--*all* those products, no matter who their manufacturer may be.

Why is Section 2 included in the rules?

To clarify the relationship of the World Service Conference, our fellowship's general decision-making body, with its boards and committees, to the trustor. While the trustor--the RSRs at the World Service Conference--has direct authority in matters relating to the intellectual property trust, the trustor has a standing relationship with the conference which facilitates the actual work involved in developing new material and revising existing materials within the terms of the trust.

It sounds like the Basic Text and other pieces of NA literature may be revised with only ninety days notice. Is this true?

Yes, technically speaking. This reflects conference action taken in 1990. However, the same action showed an understanding that the fellowship should be given as much time as possible to review new or revised literature being proposed for its approval.

ARTICLE IV

This article of the operational rules goes into great detail in describing the role, responsibilities, and limitations that have been placed on the World Service Office in administering the fellowship's literature and logos.

Section 3

Section 3 defines the "fiduciary" relationship between the trustor (the body of fellowship representatives) and the trustee (the WSO). Basically, the fiduciary relationship is one where someone is given something to care for--copyrights, for example--and specific instructions about how to provide that care. Further instructions on how that care should be given may be issued as time goes on, and the caretaker is obliged to follow those instructions. Though the thing being cared for may come to be *legally* registered as the property of the caretaker, the original owner (in our case, the fellowship) maintains what is called *equitable interest* in the property, and may take it back if he pleases. This is the fiduciary

relationship, and it matches well the arrangements that have been made in past years for the management and protection of NA-approved literature copyrights and logos by the World Service Office.

Does Section 4 conflict with the Trust Instrument, Article V, Section 4, Item 11?

No, this section does not conflict with the trustee's authority to hire people, granted in the instrument; it says specifically "that this provision shall *not* prevent payment to any such person of reasonable compensation for services rendered to or for the trustee in furtherance of its purposes."

What are some examples of expenses?

Members of the WSO Board of Directors are routinely compensated for their expenses associated with travel to and from board meetings--airfare, meals, and lodging. Another common expense is for phone calls used to conduct WSO board business.

Does this mean nonaddict authors for hire? Are more specific guidelines needed?

While there is nothing in this section forbidding the hiring of nonaddict authors by the WSO, the WSC Literature Committee guidelines prohibit their use in the development of NA literature (Sec. 3-G). That seems to be sufficiently specific for our purposes.

Regarding Section 7, does Item 1 mean logos can be changed at any time?

If what you mean by "logos" is the Narcotics Anonymous name, the design of the stylized NA initials, or the diamond in a circle, the answer is *no*. Changes in those trademarks and service marks can only be made by the fellowship itself as given voice by its groups through their RSRs at the conference.

Does Item 2 mean the trustee totally controls pricing of all literature?

Yes--that is, WSO, Inc. controls the prices at which the office sells materials to others. This has been standard policy since the office's creation.

Section 11

This section describes the process to be used in protecting the trust's intellectual properties. It allows the World Service Office to respond in a timely manner to infringement of the trust's copyright, trademark, and service mark registrations, and to inform the fellowship of the problem. It also gives the office the authority to settle the problem in the best interests of the fellowship, provided that the leadership of the World Service Conference and the World Service Board of

Trustees concur. The provisions of Section 11 are consistent with a motion regarding infringement action approved at WSC'91.

Regarding Section 11, Item 5, does this mean that WSO, Inc. can file a lawsuit without telling (or asking) the WSC if it thinks that it may jeopardize the success of that action?

Yes. As we were putting the trust documents together, the only situation in which we imagined this occurring would be if one or more conference participants themselves were targets of a particular suit. Note also that the item says that prior notice cannot be withheld unless it "would *demonstrably* impair the trustee's ability to effectively protect the trust property." Should the RSRs, as trustor, ever suspect that notice had been withheld without due cause, they could--and should--require the office to demonstrate its case.

Section 12

This section lays out the fellowship's requirements for full annual reports from the WSO on its finances and operations, especially as they relate to the fellowship's literature. This section is included to ensure that WSO, as trustee, remains fully accountable for the way in which it administers our intellectual property trust.

ARTICLE V

This article describes the role of the beneficiary, the NA Fellowship as a whole, in the trust. One section deserves particular attention: Section 3.

Section 3

This section goes far beyond the legal requirements normally imposed on trusts. Normally, the beneficiary of a trust is not permitted to examine the trustee's records under any circumstances. Such an arrangement, however, would not be appropriate in Narcotics Anonymous, especially in light of our Ninth Tradition and Second Concept. Therefore, we have drafted Section 3 in such a way as to allow segments of the fellowship to review the records of the World Service Office. Any region may inspect any WSO records except its personnel records. (USA federal employment codes require that employers keep these records completely confidential.) The inspection team would be led by a member of the World Service Board of Trustees, who is intended to serve as mediator and controller of the inspection. The reporting coming out of the inspection is designed to be objective, and its results are to be distributed to all RSRs. This inspection procedure can do two things:

1. It can defuse controversy by thoroughly and objectively investigating any suspicion of impropriety on the part of the WSO in its administration of the trust.

2. It allows for open communication, thereby removing any air of suspicion or doubt.

Does there need to be a specific "concern" to justify an inspection?

Item 3 under "Conditions of Inspection" requires the RSC that requests the inspection to "detail its concerns and any particular areas of trust operations it wishes to inspect." This provision facilitates easy inspection of particular aspects of trust operations, should only limited areas be of concern.

ARTICLE VI

This article provides for a two-stage approach to the revocation and reassignment of trustee rights and responsibilities. The plan is based on the fact that revocation of the trustee's responsibilities would be a major organizational move. Such a move should take place only if there is widespread, serious concern about the trustee's ability to fulfill its responsibilities, and only after thorough review.

Section 1

The first stage of the revocation process describes the means by which it will be determined whether there is substantial concern about the trust's administration. If so, the RSRs must then approve *consideration* of a revocation proposal by a majority.

Sections 2, 3

The second stage of the revocation process describes the *actual* consideration, revocation, and reassignment. This stage takes a year to complete, allowing time for discussion and fellowship input. The committee created to study the revocation proposal is composed of a cross-section of World Service Conference participants, with a member of the World Service Board of Trustees chairing the committee. The decision to revoke the trustee's rights and responsibilities requires approval of two-thirds of the RSRs, ensuring substantial consensus on so weighty a decision.

ARTICLE VII

This article is a simple process for revision of the Trust Operational Rules and, more significantly, of the Trust Instrument itself. Revision of the Operational Rules can be accomplished on the spot. Revision of the Trust Instrument, however, takes longer. This is to assure that adequate consideration is given such a change.

What happens to the trust when and if the service structure changes?

Article VII of the Trust Operational Rules describes clear procedures by which both the instrument and the rules can be revised to conform with any change in the service structure.

GLOSSARY

Arbitration. Specific means by which civil disputes may be settled out of court; in California, regulated by civil code. (Instrument, Article V, Section 4, Item 9)

Bond. A deposit guaranteeing performance of an act previously agreed to, which is forfeited if the act is not fulfilled according to terms. (Instrument, Article I, Section 5)

Conveyance. The transference of property (esp. real property) from one person to another by any lawful act; in modern use only by deed or writing between living persons. (Instrument, Article I, Section 2)

Copyrights. The exclusive right given by law... to an author, composer, designer, etc. (or his assignee) to print, publish, and sell copies of his original work.

Encumber. To burden (a person or an estate) with debts; *esp.* to charge (an estate) with a mortgage. (Instrument, Article V, Section 4, Item 5; and Article V, Section 5)

Fiduciary. A *fiduciary relationship* is "one founded on trust or confidence reposed by one person in the integrity and fidelity of another." Basically, the fiduciary relationship is one where someone is given something to care for--copyrights, for example--and specific instructions about how to provide that care. Further instructions on how that care should be given may be issued as time goes on, and the caretaker is obliged to follow those instructions. Though the thing being cared for may come to be *legally* registered as the property of the caretaker, the original owner (in our case, the fellowship) maintains what is called *equitable interest* in the property and may take it back. (Instrument, Article V, Section 4; Operational Rules, Article I, Section 1; and Article IV, Sections 2, 3, and 10)

Hybrid trademarks, service marks. The combination of one registered trademark or service mark with one or more other marks, whether registered or not. (Operational Rules, Article II, Section 3; Article IV, Section 5)

Indemnification. To secure against hurt, loss, or damage (esp. by means of an insurance policy). (Instrument, Article V, Section 6)

Infringement. A breaking or breach (of a law, obligation, right, copyright, patent, etc.); breach, violation. (Operational Rules, Article I, Section 1; Article IV, Section 11)

Injunction. A judicial process by which one who is threatening to invade or has invaded the legal or equitable rights of another is restrained from commencing or continuing such wrongful act, or is commanded to restore matters to the position in which they stood previously to his action.

(Operational Rules, Article IV, Section 11, Item 5)

Intellectual property. Creations of the mind or spirit. Types of intellectual property include literature, trademarks, patents, and manufacturing processes, among others.

Legal form of business. The organizational type under which a business is registered with the government. Such forms include corporations, foundations, partnerships, and unincorporated associations of individuals.

(Instrument, Article V, Section 4, Item 3)

Pecuniary profit. An award resulting from a lawsuit. (Operational Rules, Article IV, Section 3)

Performance audit. A meticulous examination of management policies and procedures. (Operational Rules, Article IV, Sections 10, 12)

Detail: A normal *audit* occurs when a CPA comes into the office, reviews the accounts, prepares the annual financial statements, and certifies the integrity of the books with specific notes. This kind of audit is currently conducted each year at the WSO, and its results are published in the WSO annual report.

A *performance audit* is more complicated, more time-consuming, and vastly more expensive. The accountants come in, review WSO financial policies, then track through every aspect of everything the office does that has to do with either incurring expense, paying out money, or receiving payment. Once they've completed their job, they issue a comprehensive report and set of recommendations on WSO financial procedures along with the ordinary statements and certification. No performance audit has yet been conducted at WSO.

Perpetual charitable trust. *Perpetual* means "never ceasing; continuous; enduring; lasting; unlimited in respect of time." A *charitable trust* is defined as a "fiduciary relationship with respect to property arising as a result of a manifestation of an intention to create it, and subjecting the person by whom the property is held to equitable duties to deal with the property for a charitable purpose." A *charitable purpose* is thought of as the "accomplishment of objectives which are beneficial to the community or area." And a *fiduciary relationship* is "one founded on trust or confidence reposed by one person in the integrity and fidelity of another." (Instrument, Article I, Section 3)

Probate Code, California. The branch of California civil code governing trusts. (Instrument, Article VIII)

Prudence. Ability to discern the most suitable, politic, or profitable course of action, esp. as regards conduct; practical wisdom, discretion. Wisdom; knowledge of or skill in a matter. Foresight; providence. *Note that in the course of California Probate Court action, "prudence" as affecting the administration of trusts has come to describe certain specific standards of care.* (Instrument, Article V, Sections 3 and 4)

Ratify. To confirm or make valid (an act, compact, promise, etc.) by giving consent, approval, or formal sanction (esp. to what has been done or arranged for by another). (Operational Rules, Article I, Section 1; Article IV, Section 11, Item 4)

Register. To make formal entry of (a document, fact, name, etc.) in a particular register; also to get (a document, etc.) entered in the register by the person entitled to do so. (Instrument, Article IX; Operational Rules, Article I, Section 3; Article II, Section 5; Article IV, Section 5)

Seizure orders. Court orders to seize a person's property to remedy prior damage to another or to prevent the possibility of further damage. (Operational Rules, Article IV, Section 11, Item 5)

Service marks. A mark or device used to identify a service offered (such as transportation or insurance).

Settlor. The dictionary defines *settlor* as "a person who makes a settlement of property." When the trust instrument says that "the Fellowship of Narcotics Anonymous... is the Settlor and Trustor," it means that the fellowship is the creator of both the property being placed in trust and the trust itself, and therefore maintains equitable ownership of the trust property. (Instrument, Article II)

Third-party liability. A liability in the nature of a contingent claim, wherein the trustee is not accused of having caused damages and does not claim to have been harmed but is rather held liable for someone else's damages. (Instrument, Article V, Section 4, Item 7)

Trademark. A mark secured by legal registration used by a manufacturer or trader to distinguish his goods from similar wares of other firms; usually a distinctive device or figure, a fancy name or trade name, or the name of an individual or firm, marked or impressed on the article or upon the package, etc., in or with which it is sold.

ADDENDUM C:
INTERNAL USE OF NA INTELLECTUAL PROPERTY

ADDENDUM C: INTERNAL USE OF NA INTELLECTUAL PROPERTY

The Fellowship Intellectual Property Trust describes in detail how NA's name, trademarks, and literature are protected and administered by the World Service Office, NA's primary service center. The following guidelines for use of NA's intellectual properties by the fellowship are presented as an adjunct to that agreement. The guidelines are based partly on legal considerations and partly on the nature of NA. By following these simple steps, the fellowship will help ensure that NA's name, trademarks, and literature will always be available to fulfill our primary purpose.

All matters not specifically addressed by the following guidelines will be considered under the conditions of the Fellowship Intellectual Property Trust.

Any questions or concerns about this policy should be directed to NA's World Service Office.

Use by NA groups

These guidelines emphasize appropriate uses of NA logos and literature by NA groups. The guidelines also lay out criteria a group can use to avoid improper use.

A description of the NA group--its nature, function, and role in the NA Fellowship--can be found in current NA service manuals. You are encouraged to review those sections describing groups prior to attempting use of the guidelines described below.

Use by NA service boards and committees

Service boards and committees created directly or indirectly by NA groups may use NA logos and literature in the ways described in these guidelines so long as they register with NA's World Service Office.

Use by individual NA members or others

This policy does not grant individual NA members or those outside NA permission to use NA intellectual property. Individual NA members or others who wish to use NA's trademarks or copyrighted literature should write directly to NA's World Service Office.

GUIDELINES FOR USE OF NA TRADEMARKS

NARCOTICS ANONYMOUS
(with R)

**STYLIZED INITIALS
IN DOUBLE CIRCLE**
(with R)

DIAMOND IN CIRCLE
(with R)

GENERAL GUIDELINES

Use of Narcotics Anonymous trademarks should always reflect the seriousness of our primary purpose and our spiritual foundation of anonymity.

Narcotics Anonymous trademarks should not be used in any way that would serve to endorse, finance, promote, or affiliate the NA Fellowship with any outside enterprise.

Narcotics Anonymous trademarks should not be used in conjunction with any law enforcement, political, medical, or religious slogans, themes, or other related materials.

Narcotics Anonymous trademarks should not be used or displayed in such a manner as to possibly offend or disrespect the sensibilities of other groups or NA as a whole.

Narcotics Anonymous trademarks should not be used in a manner that could draw us into public controversy.

"NA FELLOWSHIP-APPROVED LITERATURE" TRADEMARK

**NA FELLOWSHIP-APPROVED
LITERATURE (with R)**

The "NA Fellowship-Approved Literature" trademark is used to indicate that a piece of literature has been approved by the Fellowship of Narcotics Anonymous as given voice by its groups through their regional service representatives at the World Service Conference. The "Fellowship-Approved" trademark may not be used on any other materials.

MARKING TRADEMARKS

The capital letter "R" should be placed inside a small circle to the right of all NA trademarks every time any of them are used. By doing so, we are showing that these logos are legally registered trademarks. This is one way in which we help preserve the fellowship's legal claims to ownership of its trademarks.

PROTECTING ARTWORK

Whenever an NA group, service board, or committee has an artist create original artwork, drawings, designs, or screens using any NA trademark, the NA body should always be sure the artist signs a document releasing to the NA body his or her rights to the artwork, including the original rendering. By doing so, we ensure that neither the NA logos nor any artwork that has been created for the benefit of the fellowship can later be used to benefit a private individual or an outside business enterprise.

GUIDELINES FOR REPRODUCTION OF NA LITERATURE

NA's World Service Office acts as the publisher of all NA Fellowship-approved literature and each issue of *The NA Way Magazine*. As such, the WSO has been entrusted with the responsibility to obtain copyright protection for these items on behalf of the fellowship. This ensures that the fellowship's message as presented in our books and pamphlets is not tampered with.

The work of our primary service center, the WSO, is dependent on the income generated from the sale of NA literature. This income is used to cover the costs of publishing as well as the expenses associated with other services provided to the World Service Conference and the NA Fellowship-at-large. A large part of WSO's income comes from NA groups who purchase literature to distribute at their meetings. Many groups consider their purchase of NA Fellowship-approved literature as one way in which they contribute to the unity and growth of NA as a whole.

USE BY NA GROUPS

As a general rule, no one has the authority to reproduce NA Fellowship-approved literature without prior permission from the World Service Office. However, given the nature of our fellowship, our experience indicates that NA groups *and only NA groups* should have the authority to reproduce fellowship-approved literature in certain instances. When preparing to reproduce NA Fellowship-approved literature, we suggest that NA groups discuss the Fourth Tradition and follow these general guidelines:

1. An NA group should only reproduce NA Fellowship-approved literature when it has a clear need to do so.

2. NA Fellowship-approved literature reproduced by an NA group should be distributed only within that group. Such materials should always be given away free of charge; they should never be sold to generate income.
3. The text of NA Fellowship-approved books and pamphlets reproduced by an NA group should not be altered or modified in any way.

USE BY REGISTERED NA SERVICE BOARDS AND COMMITTEES

Registered NA service boards and committees who wish to quote or reprint portions of NA Fellowship-approved literature should always include the proper notation or credit identifying the origin of the quote or reprinted portion they wish to use. Generally speaking, the length of a reprint or quote should not exceed 25% of the original piece. In the case of NA books, reprints or quotes should not exceed 25% of a single chapter or section. In the case of an article from *The NA Way Magazine*, the entire piece may be used if the source is fully cited.