

PPG-06

FAMILIES ANONYMOUS, INC.

**INTELLECTUAL PROPERTY POLICY AND LIMITED
LICENSE**



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**FAMILIES ANONYMOUS, INC.
INTELLECTUAL PROPERTY POLICY AND
LIMITED LICENSE**

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1. PURPOSE

The purpose of this policy is to:

- Establish an explicit procedure for identifying Families Anonymous' Trademarks
- Provide a procedure to ensure that all FA Original Works remain the sole property of FA
- Define the permitted use of FA's intellectual property by FA Member Groups, Intergroups, and National Service Boards

2. DEFINITIONS

- 2.1. "FAI" means Families Anonymous, Inc., a California corporation with offices at 701 Lee Street, Suite 670, Des Plaines, IL 60016.
- 2.2. "Marks" means "Organization Marks," which collectively includes the phrase FAMILIES ANONYMOUS, the acronym FA, and the FA Logo (as presently used [see Exhibit A], and in such modified forms as may be adopted by FAI from time to time), and "Publication Marks," which collectively includes the titles THE TWELVE STEP RAG and TODAY A BETTER WAY.
- 2.3. "Member Groups" means U.S. and foreign-based groups of individuals that meet periodically in accordance with the FAI meeting format and with the guiding principles set forth in FAI's bylaws.
- 2.4. "Intergroups" means groups formed to enable closer collaboration among neighboring Member Groups. Intergroups consist of elected individual members drawn from their constituent Member Groups.
- 2.5. "National Service Boards" means foreign-based service boards established whenever the growth of Member Groups and/or Intergroups creates the need for local administration of the FAI program and collaboration on related business matters.
- 2.6. "Local Groups" means, collectively, the Member Groups, Intergroups, and National Service Boards.
- 2.7. "Original Works" means all original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Works of authorship include the following categories:

- a) all literary and other written materials, such as books, pamphlets, brochures, newsletters, periodicals, sheets, cards, bookmarks, and handbooks, whether in hard copy, electronic media, or any other form of computer or electronic storage;
- b) all pictorial, graphic, and sculptural works;
- c) musical works, including any accompanying words;
- d) dramatic works, including any accompanying music;
- e) pantomimes and choreographic works;
- f) motion pictures and other audiovisual works whether in the form of film, DVD's, or stored on any other kind of digital or other electronic media; and
- g) sound recordings.

3. THE MARKS

3.1 Ownership

The Marks are trademarks owned exclusively by FAI, as used in connection with the administration, provision, and/or promotion of FAI's 12-step recovery program, and/or associated publications and other materials.

3.2 Limited License to Local Groups.

- a. Local Groups in good standing are granted a limited, royalty-free, non-exclusive license to use the Organization Marks solely in connection with providing information to the general public concerning the times and locations of meetings, or to communicate with other Member Groups and/or Intergroups and/or National Service Boards. With the exception of informational announcements of meeting times and locations, Local Groups shall not, without the express prior written consent of FAI, create or distribute Original Works of any kind bearing or including the Marks, or authorize any third party to use the Marks in any manner.

- b. The Organization Marks as included in informational announcements distributed by Local Groups shall appear solely in the forms shown herein, and shall be used only in the manner directed by FAI, which shall always reflect the high quality and standards of FAI, its programs, and the FAI Original Works. At the request of FAI, a Local Group shall submit to FAI samples of all informational materials it has created or distributed bearing the Organization Marks, and shall promptly cease and/or modify its use of the Organization Marks therein as directed by FAI in its sole discretion.
- c. Every use by a Local Group of the Organization Marks under this limited license, and all goodwill arising therefrom, shall inure to the exclusive benefit of FAI, and no Local Group shall obtain any rights or goodwill in or to the Organization Marks by virtue of their use as permitted hereunder.
- d. FAI in its sole discretion may immediately terminate a Local Group's limited license, and/or rescind its status as a group in good standing with FAI, in the event of the failure of a Local Group to comply with the terms of this license in any respect. In the event of such a termination, or in the event a Local Group is no longer in good standing with FAI, the Local Group shall immediately cease all use of the Marks.
- e. Each Local Group acknowledges and agrees that any breach of its obligations under this limited license, including but not limited to the obligation to always use the Organization Marks in a manner that reflects the high quality standards of FAI, FAI's 12-step program, and the FAI Original Works, shall be an infringement of FAI's valuable rights in the Marks; that any such breach(es) shall cause and constitute irreparable harm to FAI; and that, in addition to all other available remedies and/or damages, FAI shall be entitled to an immediate injunction against such continued breach(es).

4. FAI ORIGINAL WORKS

4.1 Ownership

FAI is the exclusive owner of all rights of copyright throughout the world, for the full term thereof (including all renewals), in and to all Original Works which will be or have been created, used, sold, or distributed by or with the authority of FAI in connection with the Families Anonymous 12 step program (the "FAI Original Works").

4.2 Distribution and Use of Original Works by Local Groups

- a. Local Groups are granted a limited, royalty-free, non-exclusive license to distribute, use, and/or sell FAI Original Works solely in connection with, and during the course of, conducting FAI 12 step meetings. Without the express prior written consent of FAI, Local Groups shall distribute, use, and/or sell only FAI Original Works; they shall not create, use, or distribute any other Original Works in connection with the provision and/or promotion of the FAI 12 step program.
- b. Except as otherwise provided specifically herein, Local Groups shall not copy, amend, excerpt, supplement, create derivative works or compilations based upon, or otherwise modify, the FAI Original Works in any manner.
- c. Local Groups shall have a limited right to make, and to distribute free of charge for use solely in the course of a single regular FAI 12 step meeting, up to fifteen (15) copies of one or more excerpts up to one (1) page in length from any FAI Original Works. No more than fifteen (15) single-page copies shall be distributed at any meeting, regardless of the number of excerpts used. All copies of such excerpts shall be collected and destroyed at the conclusion of the meeting. The Local Groups shall not acquire any continuing ownership or other rights to use the excerpted FAI Original Works arising from this narrow educational/scholarly use exception to the limited license.
- d. FAI in its sole discretion may immediately terminate a Local Group's limited license, and/or rescind its status as a group in good standing with FAI, in the event of the failure of a Local Group to comply with the terms of this license in any respect. In the event of such a termination, or in the event a Local Group is no longer in good standing with FAI, the Local Group shall immediately cease all use or distribution of FAI Original Works.
- e. Each Local Group acknowledges and agrees that any breach of its obligations under this limited license, including but not limited to the obligation to distribute and use FAI Original Works solely as provided herein, shall be an infringement of FAI's valuable rights in the FAI Original Works; that any such breach(es) shall cause and constitute irreparable harm to FAI; and that, in addition to all other available remedies and/or damages, FAI shall be entitled to an immediate injunction against such continued breach(es).

4.3 Creation of Original Works by Volunteer Contributors

- a. Individuals may, either alone or as a group, create Original Works proposed for inclusion in FAI publications, or intended for distribution or use at FAI 12 step meetings (“Volunteer Contributors”). Such Original Works shall not be used or distributed in connection with the provision and/or promotion of the FAI 12 step program unless they have been approved in advance by FAI pursuant to the procedure set forth in subsections 4.3 b. – 4.3 e. below.
- b. The Volunteer Contributor shall submit the Original Work to FAI, along with a written request specifying the intended use of the work. FAI shall make reasonable efforts to accept or reject such requests within ninety (90) days of receipt from the Volunteer Contributor of the written request and accompanying manuscript. In the event FAI fails to respond in writing within ninety (90) days, the request shall be deemed refused.
- c. If FAI refuses or is deemed to refuse a request that an Original Work be accepted as an FAI Original Work, title to the Original Work, and all rights therein, shall remain with the individual Volunteer Contributor(s). While FAI shall have no obligation to return the written request and manuscript, it shall make no further use of the submitted Original Work. After such refusal, pursuant to Section 4.2 a., the Volunteer Contributor shall not use or distribute the Original Work in connection with the provision and/or promotion of the FAI12 step program.
- d. Upon acceptance of a Volunteer Contributor’s request concerning an Original Work, FAI shall have the sole discretion to deem the work an FAI Original Work; and 1) to include the work, in whole or in part, in one or more FAI publications or other Original Works, and/or 2) to otherwise specify the manner in which the work may be used in connection with the FAI 12 step program, and/or 3) to edit the Volunteer Contributor’s Original Work (optimally in collaboration with the Volunteer Contributor) into an FAI Original Work appropriate for publication.. FAI shall not compensate the Volunteer Contributors for such use, and it shall be FAI’s sole discretion whether or not to include with published versions of the work any attribution statement naming the Volunteer Contributors.
- e. In consideration for and as a condition of FAI agreeing that an Original Work submitted by a Volunteer Contributor is to be deemed an FAI Original Work, or is to be used as the basis for creating an FAI Original Work, the Volunteer Contributor shall sign the appropriate Agreement and Assignment of Rights (annexed as Exhibit B) which, among other things, unconditionally assigns to FAI all rights of copyright throughout the world, including all renewals, in and to the submitted Original Work.

5. TRADEMARK AND COPYRIGHT NOTICES

5.1 Organization Marks

The first and/or most prominent time an Organization Mark is displayed in any publication or other visible display, the superscript “TM” shall be placed in small caps immediately to the upper right portion of the last letter, or the last word, in the mark. Examples of appropriate usage appear below:

Families Anonymous™

FA™

5.2 Optional Organization Marks Notice

In addition to the “TM” superscript, an asterisk may follow the TM designation, and, if so, the following footnote shall appear at the bottom of the page:

FAMILIES ANONYMOUS, the FA acronym, and the FA Logo are trademarks owned exclusively by Families Anonymous, Inc., as used in connection with the administration, provision, and/or promotion of its 12-step recovery program, and/or associated publications and other materials

5.3 Publication Marks

The Publication Marks are used by FAI in connection with publications published under those names. The first and/or most prominent time a Publication Mark is displayed in any publication or other visible display, the superscript “TM” shall be placed in small caps immediately to the upper right portion of the last word, in the mark. Examples of appropriate usage appear below:

The Twelve Step Rag™

Today A Better Way™

5.4 Optional Publication Marks Notice

In addition to the “TM” superscript, an asterisk may follow the TM designation, and, if so, the following footnote shall appear at the bottom of the page:

[THE TWELVE STEP RAG] or [TODAY A BETTER WAY] is a trademark owned exclusively by Families Anonymous, Inc.

5.5 Copyright Notices

All Original Works distributed by or on behalf of FAI shall bear a reasonably prominent copyright notice on the first or title page thereof, in the following format:

© [Year of first publication] by Families Anonymous, Inc. All rights reserved.

or

Copyright [Year of first publication] by Families Anonymous, Inc. All rights reserved.

If a work has been revised, the notice would include the year of first publication, followed by the year(s) in which revised editions were published. So, for a work first published in 2009 and revised in 2012 and 2016, the notice would read:

Copyright 2009, 2012, 2016 by Families Anonymous, Inc,. All rights reserved.

The following language may follow the notices shown above, if space permits:

No portion of this work may be reproduced, modified, excerpted, displayed, performed, or otherwise used in any manner without the express written permission of the World Service Board of Families Anonymous, Inc.

6. EXHIBIT A – FA Logos



7. EXHIBIT B – Contributor Agreement

Contributor's Agreement and Assignment of Rights: LITERATURE SUBMISSION FORM

This Agreement and Assignment of Intellectual Property Rights (the "Agreement") is made as of the latest date written below, by and between FAMILIES ANONYMOUS, INC., a California corporation with offices at 701 Lee Street, Suite 670, Des Plaines, IL 60016 ("Owner"), and

_____, an individual residing at _____
_____ ("Volunteer Contributor").

WHEREAS, Owner publishes at its sole cost and expense a number of publications, including but not limited to a daily thought book entitled *Today A Better Way*[™], a periodical publication entitled *The Twelve Step Rag*[™], and other published materials distributed, used, and/or sold with the approval of Owner in connection with the provision or promotion of Owner's 12 step recovery program (collectively, the "Materials");

WHEREAS, Volunteer Contributor has created and submitted the original literature work annexed hereto as Schedule A (the "Submission") for consideration by Owner for potential inclusion as part of the Materials;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Owner and Volunteer Contributor hereby agree as follows:

1. Independent Contractor. Volunteer Contributor is an independent contractor and not an employee or agent of Owner.

2. Representations and Warranties of Volunteer Contributor. Volunteer Contributor represents and warrants that:

- a. The Submission is an entirely new original literary work that has been created by Volunteer Contributor without copying, in whole or in part, from any other source;
- b. Volunteer Contributor has not employed any independent contractor(s) to perform work in connection with the creation of the Submission;
- c. The Submission has not been previously published anywhere;

- d. Volunteer Contributor is not aware that there is any basis for, and has not received notice of, any claim by a third party to own any rights in the Submission; and
- e. To Volunteer Contributor's knowledge, the publication and/or other use by Owner of the Submission as contemplated hereunder will not infringe any rights of copyright, or other rights, of any third party.

3. Indemnification by Volunteer Contributor. Volunteer Contributor shall indemnify, defend, and hold Owner harmless from all loss, cost, and expense, including but not limited to reasonable attorneys' fees, arising from any misrepresentation and/or breach of this Agreement by Volunteer Contributor, including but not limited to the Representations and Warranties included in Paragraph 2 above.

4. Term of Agreement. Volunteer Contributor's continuing obligations as described in Paragraphs 3 and 5(B) shall survive the termination of this Agreement.

5. Original Works.

- (A) Defined. "Original Works" means the Submission and all works fixed in a tangible medium of expression (including derivative works or supplemental works based thereon as well as outlines, drafts, or original copies needed to reproduce the work) which Volunteer Contributor has created or will create, whether alone or with others, as part of its work in creating the Submission.
- (B) Ownership. All Original Works shall be the sole and exclusive property of Owner. Volunteer Contributor shall not use for his or her own benefit any Original Works, nor shall Volunteer Contributor obtain any ownership or other right in or to any such Original Works, trademarks or service marks, or other intellectual property rights of Owner, as a consequence of having created the Submission.
- (C) Moral Rights. Volunteer Contributor hereby expressly waives all rights of attribution and integrity, and all other "moral rights" under the U.S. Copyright Act, and any comparable statutes or common law of other countries, in connection with Owner's use of the Original Works.

6. Assignment. Volunteer Contributor hereby unconditionally assigns to Owner, or to any person or entity designated by Owner, all of his or her right, title and interest, including all rights of copyright throughout the world for the full term thereof, including all renewals, as well as all trademark, patent, or other intellectual property rights, in all Original Works. Owner shall be free to use, reuse, adapt, amend, edit, synopsise, dramatize, encumber, transfer, license, or sell the Original Works, and its copyright, trademark, and other intellectual property rights therein, without limitation.

7. No Obligation by Owner to Publish or Otherwise Use the Submission or to Provide Attribution. Aside from the consideration recited and delivered in connection with this Agreement, Volunteer Contributor shall not be entitled to any monetary or other compensation from Owner in exchange for any Submission. Owner in its sole discretion may or may not use Volunteer Contributor's Submission as part of the Materials, or in any other manner. Owner shall have no obligation to identify Volunteer Contributor in connection with any publication or other use by Owner of the Submission. As the sole owner of all rights in and to the Submission, Owner shall have the right to identify itself as the sole author thereof, and to register all copyrights or other indicia of ownership solely in its name.

8. Remedies. Any breach by Volunteer Contributor of his or her obligations in Paragraphs 3 and 5 (B) shall cause and constitute immediate, irreparable harm to Owner, and Owner shall be entitled to an injunction against such breaches.

9. Modifications. This Agreement is the entire agreement of the parties concerning the subject matter hereof, and it may be modified, amended, altered, supplemented or changed only by a single writing executed by both parties.

FAMILIES ANONYMOUS, INC. (Owner)

By: Name: _____

Title: _____

Date: _____

(Volunteer Contributor)

By: Name: _____

Date: _____

Schedule A

[Attach text of the literary work as submitted to Owner by Volunteer Contributor]