



World Services, Inc.

PO Box 9999
Van Nuys, CA 91409 USA
Phone +1/818.773.9999
Fax +1/818.700.0700

wb@na.org

Date: 1 December 2020
To: Conference Participants
From: World Board
RE: Proposed revisions to *FIPT* for review & input: **Deadline 31 May 2021**

Attached are proposed revisions to the *Fellowship Intellectual Property Trust (FIPT)* that we are posting for a six-month Fellowship review from 1-Dec-20 to 31-May-21. The *FIPT* is a legal trust that holds the Narcotics Anonymous' intellectual property–recovery literature and trademarks for the benefit of the Fellowship. The *FIPT* document outlines the expectations of NA World Services for how to administer this trust. The *FIPT* explains that decisions related to the Trust document and Trust properties are made by "the Fellowship of Narcotics Anonymous, as given voice by its groups through their regional delegates at the World Service Conference." The proposed revisions to the *FIPT* would allow seated zonal delegates to participate in *FIPT* and recovery literature decisions at the World Service Conference (WSC), in keeping with the decision by the Conference in 2018 to make zones with two or more unseated communities full voting participants at the WSC. Currently, the *FIPT* refers only to regional delegates as the decision makers, not to zonal delegates.

Since the *FIPT* is a legal document, there is a specific process required to change it. The trust instrument requires a six-month Fellowship review before any changes can be made. This document contains that Fellowship review material. If changes are made to the Trust, corresponding changes will need to be made to the *FIPT* Operational Rules. Any proposed changes to the Operational Rules will be discussed with Conference participants after the Fellowship review deadline for the Trust document and before all of this material is finalized for inclusion in the 2022 *Conference Agenda Report (CAR)*.

Background

The Board offered Motion 5 in the 2020 *CAR* that asked whether the Fellowship wanted to pursue this revision. Delegates at WSC 2020 approved moving forward with the process to revise the *FIPT*.

Motion 5: To approve the initiation of the established process to revise the *Fellowship Intellectual Property Trust* in the 2020–2022 Conference cycle.

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 delegates 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 delegates recorded as present in the World Service Conference roll call immediately prior to the vote.

Intent: To initiate a process to update the *Fellowship Intellectual Property Trust* to include zonal delegates who are seated at the WSC.

Zonal Delegate Vote: 6 yes – 0 no – 0 abstention – 0 present not voting

Decision (RD only): 98 yes – 5 no – 2 abstention – 3 present not voting 93.3% Carried with Consensus Support

WSC 2020 also passed a motion approving a project plan for this work. The current *FIPT* project workgroup is made up of current and past delegates and two World Board members. The workgroup created the draft you are considering and will also be reviewing all Fellowship input.

So we are now on step 2 of the process outlined for Revision of the Trust Instrument. There have been previous changes to the Operational Rules, but this is actually the first change to the Trust itself since it was adopted in 1993. The name change from WSO to NA World Services in 1998 is not considered a change to the Trust and did not require a six-month Fellowship review.

The proposed changes are straightforward and shown in red text in the attached document and focus on only two sentences.

ARTICLE II: PARTIES TO THE TRUST

Current language:

The Fellowship of Narcotics Anonymous, as given voice by its groups through their regional delegates at the World Service Conference, is the Settlor and the Trustor. Narcotics Anonymous World Services, Inc. is the Trustee of the Trust. The Fellowship of Narcotics Anonymous as a whole is the Beneficiary of the Trust.

Proposed language:

The Settlor and the Trustor is the Fellowship of Narcotics Anonymous, as given voice by its groups through their delegates at the World Service Conference (WSC). The delegates are the representatives chosen by the regions and zones seated at the WSC. Narcotics Anonymous World Services, Inc. is the Trustee of the Trust. The Fellowship of Narcotics Anonymous as a whole is the Beneficiary of the Trust.

We welcome your ideas and input. Please send them to wb@na.org no later than 31 May 2021.

Thank you for your time and attention.

World Board

APPROVED EDITION
REGISTERED 1 JULY 1993

THE FELLOWSHIP INTELLECTUAL PROPERTY TRUST

**Approved by the Fellowship of Narcotics Anonymous
as given voice by its groups through their regional service representatives
at the World Service Conference on 27 April 1993**

Note to be added if changes are approved to change the trustor.

Operational Rules revised by the regional service representatives
at the World Service Conference on 30 April 1997, 27 April 1998, and 1 May 2012

TABLE OF CONTENTS

INSTRUMENT

Article I

Section 1: Name of the Trust..... 1

Section 2: Creation of the Trust..... 1

Section 3: Nature of the Trust 1

Section 4: Purpose of the Trust..... 1

Section 5: No bond required..... 1

Article II: Parties to the Trust 1

Article III: Identity of Trust Property 2

Article IV: Operational Rules 2

Article V

Section 1: Trustee’s duties 2

Section 2: Delegation of duties..... 3

Section 3: Trustee’s standard of care..... 3

Section 4: Trustee’s powers 3

Section 5: Limitation 4

Section 6: Indemnification of Trustee 4

Section 7: Nonpartisan activities by the Trustee 5

Article VI: Revocability 5

Article VII: Termination 5

Article VIII: Jurisdiction 5

Article IX: Trust registration..... 5

OPERATIONAL RULES

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

Section 1: Background of the Trust 6

Section 2: Purpose of these rules 7

Section 3: Parties of the Trust

 Trustor 7

 Trustee 8

 Beneficiary..... 8

Article II: Intellectual properties held in trust

Section 1: Twelve Steps, Twelve Traditions..... 9

Section 2: Other recovery literature..... 9

Section 3: Trademarks, service marks 9

Section 4: Copyrights 9

Section 5: Nature of ownership of the Trust’s copyrighted recovery literature 10

Article III: Rights and responsibilities of the Trustor	
Section 1: General rights and responsibilities	11
Section 2: WSC boards and committees	11
Section 3: Addition, revision, or deletion of properties from the Trust	11
Article IV: Rights and responsibilities of the Trustee	
Section 1: Identification of Trustee.....	12
Section 2: General responsibilities for Trust properties	12
Section 3: Fiduciary relationship to Trustor.....	12
Section 4: Trustee compensation	12
Section 5: Registration of Trust properties.....	12
Section 6: Manufacture, distribution, and sale of products	13
Section 7: Trustee authority without notice or permission	13
Section 8: Trustee obligation for notice and approval.....	14
Section 9: Utilization of revenues.....	14
Section 10: Disbursement of Trust revenue.....	14
Section 11: Protection of Trust properties.....	15
Section 12: Trustee reporting obligation	15
Article V: Rights and responsibilities of the Beneficiary	
Section 1: Fellowship use of Trust properties	16
Section 2: Beneficiary impact on Trust	16
Section 3: Inspection of Trust activities.....	16
Conditions of inspection.....	16
Selection of inspection team	16
Inspection limitation.....	16
Report of inspection	17
Article VI: Revocation and reassignment of the Trustee’s rights and responsibilities	
Section 1: Consideration of revocation	18
Section 2: Revocation process	18
Section 3: Reassignment of Trustee responsibilities	19
Article VII: Revision of Trust Rules and Instrument	
Section 1: Revision of Trust Operational Rules	20
Section 2: Revision of Trust Instrument.....	20
Schedule A: Twelve Steps and Twelve Traditions, as adapted for use by the Fellowship of Narcotics Anonymous	
Twelve Steps	21
Twelve Traditions.....	22

READER'S NOTES

Introduction	23
Trust Instrument	24
Trust Operational Rules	31
Glossary	39

NA INTELLECTUAL PROPERTY BULLETINS

NA Intellectual Property Bulletin #1

Internal Use of NA Intellectual Property	43
--	----

NA Intellectual Property Bulletin #2

Individual NA Member Use of Narcotics Anonymous Trademarks	45
--	----

NA Intellectual Property Bulletin #3 and 3A

Use of Narcotics Anonymous Trademarks by Commercial Vendors	47
Commercial Vendors Permit Application and Request Form	49

NA Intellectual Property Bulletin #4

Reprinting NA Fellowship-approved Literature.....	51
---	----

NA Intellectual Property Bulletin #5

Conflict Resolution Within the NA Fellowship	53
--	----

**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 delegates at the World Service Conference, does hereby reaffirm and restate its transfer, assignment, and conveyance of all NA recovery literature, trademarks, service marks, and all other intellectual property to Narcotics Anonymous World Services, 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 recovery literature and other 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 Settlor and the Trustor is ~~T~~the Fellowship of Narcotics Anonymous, as given voice by its groups through their ~~regional~~ delegates at the World Service Conference (WSC), ~~is the Settlor and the Trustor. The delegates are the representatives chosen by the regions and zones seated at the WSC.~~ Narcotics Anonymous World Services, 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 recovery 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 recovery literature, trademarks, service marks, copyrights and all other intellectual property by Narcotics Anonymous World Services, Inc. shall additionally be considered property subject to this Trust. However, note that NA service handbooks and other service materials approved by NA's World Service Conference are specifically excluded from the purview of this Trust.

Recovery literature should be taken to mean any Narcotics Anonymous book, booklet, or pamphlet intended primarily for use by individual NA members or for use or distribution within the context of an NA recovery meeting. *Service materials* should be taken to mean those materials intended primarily for use within the context of an NA service board or committee.

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

The Trustee and its board members, 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.

¹ For details, see page 15, "Protection of Trust Properties."

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.

The instrument was signed by Vivienne Long, RSR, San Diego-Imperial Region, designated signator for the Trustor; K. Joseph Gossett, Executive Director, WSO, Inc., Trustee; and Mary Kay Berger, Chairperson, Board of Directors, WSO, Inc., Trustee. It was registered with the Attorney General for the State of California, USA, on 1 July 1993.