

USE OF NARCOTICS ANONYMOUS TRADEMARKS BY COMMERCIAL VENDORS

The general rules of use and procedures to be followed by commercial vendors wishing to use NA Trademarks without risk of objection by NA World Services.

The policy described in this bulletin was developed to provide specific information for vendors who currently use or desire to use the NA Trademarks, the fellowship's name, logos, trademarks or service symbol.

Specific permission is required

In an attempt to minimize the impact of the administration of vendor licensing, effective 31 January 1998, there will be a nonrefundable annual processing fee of fifty dollars (\$50.00) and an annual licensing fee of five hundred dollars (\$500.00) charged. If a request for licensing is denied, the licensing fee will be returned. As of 1 June 1997, no requests to use the Trademarks by taping services will be granted.

Vendors who wish to reproduce any of the NA Trademarks on any physical items such as the design of jewelry, wearables, specialty, or any other item—may not do so unless they first receive permission from NA World Services (NAWS), by contacting the WSO, the world-wide service office for the Fellowship of Narcotics Anonymous. The vendor may request permission using the *NA Trademark Use Request* form and submit a nonrefundable annual processing fee of fifty dollars (\$50.00) and an annual licensing fee of five hundred dollars (\$500.00). NA World Services has the sole exclusive and unrestricted right to grant or deny any request.

Permission from NA World Services does not grant access to Narcotics Anonymous events or functions. Granting access to these functions is a decision that rests solely with the local service committee involved. Also, this permission is not an endorsement of a vendor's business, business practices or pricing policies. NA World Services does not grant any vendor exclusive permission in any category.

Requirements for Permission

The requirements for a vendor to receive permission to use the NA Fellowship Trademarks are the following:

1. The vendor submits a completed Request form and samples of the items that the vendor is requesting permission to use the NA Trademarks for, along with a non refundable processing fee of fifty dollars

(\$50.00) and an annual licensing fee of five hundred dollars (\$500.00);

2. The vendor's specific intended use is approved by NA World Services. Granting of this approval is done at the sole discretion of NA World Services;
3. The vendor agrees to follow the General Rules of Use, the Vendor Written Request Process and the Rules of Revocation in this IP Bulletin;
4. The vendor keeps its license renewed, and records with NAWSup to date on an annual basis;
5. The vendor agrees to indemnify and defend NA World Services and the Fellowship of Narcotics Anonymous against any claims made because of the vendor's use of any NA Trademark.

Covenant not to sue

Once the five requirements are fulfilled, the vendor has NA World Services non-exclusive limited permission to use the NA Fellowship's Trademarks listed in the response to the vendor's NA Trademarks Use Request form, and NA World Services agrees and covenants not to sue the vendor for acts that fall within the permission granted. This permission may not be assigned and is not transferable to any other person or company. This covenant not to sue exists only so long as the vendor continues to adhere fully to all five requirements. NA World Services may revoke the covenant not to sue at any time without notice if a vendor fails to follow any of the five requirements or any of the General Rules for Use.

General Rules for Use

1. Use of Narcotics Anonymous Trademarks should always reflect the seriousness of NA's primary purpose and NA's spiritual foundation of anonymity.
2. 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.
3. Narcotics Anonymous Trademarks should not be used in conjunction with any law enforcement, political, medical, or religious slogans, themes, or other related materials.
4. Narcotics Anonymous Trademarks should not be used or displayed in such a manner as to possibly offend or disrespect the sensibilities of NA as a whole.
5. Narcotics Anonymous Trademarks should not be used in a manner that could draw NA into public controversy.
6. If the vendor has an artist create artwork using any of the NA Trademarks, the vendor must get a document releasing to the vendor the artist's rights to the artwork, including the original artwork.

7. The vendor is to retain ownership of dies, cuts, or any similar item depicting any of the NA Trademarks used to develop a design of the product.
8. The vendor acknowledges that, based upon the direction of the NA Fellowship as given voice by its groups through their regional service representatives at the World Service Conference, NA World Services shall have the right to demand that the vendor terminate its use of Narcotics Anonymous Trademarks, with reasonable notice. The vendor agrees that it will not contest NA World Services rights.
9. Vendor is obliged to provide NA World Services with a complete written description of all items (e.g. 14KT gold, sterling silver, 100% cotton, etc.) which are proposed for use, and to supply NA World Services with an actual sample of the proposed item prior to production. This description shall become the minimum quality standard for that vendor and that item.
10. The vendor will display the appropriate federal marking next to each mark, denoting registration, as shown in the compartment below.
11. The vendor will display their current NA Vendor Permit issued to them at all locations where items bearing NA Trademarks are displayed or sold.



Vendor permission request process

1. Vendor mails a completed written request form and their samples along with the non refundable annual processing fee of fifty dollars (\$50.00) and an annual licensing fee of five hundred dollars (\$500.00) to *NA World Services, PO Box 9999, Van Nuys CA 91409 USA.*
2. NA World Services will send a written acknowledgment of vendor's request. If the request is approved, the vendor will be assigned a vendor ID number.
3. Any approval is valid for one (1) year from the date of vendor number issuance.
4. For renewals, vendors need to submit any updated or additional product descriptions and samples along with the non refundable processing fee of fifty dollars (\$50.00) and an annual licensing fee of five hundred dollars (\$500.00) and updated address and contact information. Upon satisfactory review of vendor's adherence to the General Rules of Use, NA World Services will renew the covenant not to sue for an additional year.

Rules of Revocation

NA World Services may revoke the non-exclusive limited license and the covenant not to sue with respect to any vendor for violation of any of the following:

1. The vendor fails to follow any of the General Rules for Use.
2. NA World Services receives complaints from NA members, groups, service boards or committees, and finds upon examination that, in NA World Services sole discretion, said complaints are merited.
3. Vendor fails to maintain the quality standards outlined in its original approved product description.
4. NA World Services becomes aware that another entity is operating under the vendor's approved request, without notification to NA World Services.

In the event that the non-exclusive limited license is revoked the vendor is required to surrender any and all dies, cuts, designs, or any similar item depicting any of the NA Trademarks used to develop the produced item(s).

Vendor Permission Change of Policy

NA World Services reserves the right at any time to change its policies with respect to Vendor Permissions. Therefore NA World Services has the right to stop extending and/or renewing vendor permissions. If such occurs, the permission granted to vendors in good standing will expire as of the day after the expiration date set forth on the vendor's last Bulletin #3A Response. Vendors in good standing may exhaust their stock of items created under the prior permission and that were in the vendor's stock as of the expiration date by selling the stock for a period of six months after the expiration date. All stock still in the vendor's inventory after the six month sell-off period will either be destroyed or given away by the vendor.

This document is published by NA World Services in accordance with its duties as described in Article V, Section 1:1 of the Fellowship Intellectual Property Trust Instrument and Article IV, Sections 4-7 of the Trust Operational Rules, 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, and revised by the regional service representatives at the World Service Conference on 30 April 1997 and 27 April 1998. This bulletin is subject to revision at any time and supersedes any previous versions. For more information, contact NA World Services, PO Box 9999, Van Nuys CA 91409 USA, Tel: (818) 773-9999, Website: www.na.org.

**NA INTELLECTUAL PROPERTY BULLETIN #3A
COMMERCIAL VENDORS PERMIT APPLICATION AND REQUEST FORM**

**Mail completed application and samples to:
NA World Services, PO Box 9999, Van Nuys, CA 91409 USA**

Name of prospective vendor: _____

Address: _____

Contact person: _____

Phone: _____

Email address & Webpage: _____

Description of intended use: _____

Submit digital pictures of pre-production samples of the items you wish to sell, for NA World Services approval. These pictures will be kept in your file and will be the only item(s) approved for this prospective vendor.

I, the individual representing and authorized to sign for Prospective Vendor, have received a copy of NA Intellectual Property Bulletin #3 rev. 5/03 entitled *Use of NA Trademarks by Commercial Vendors*, have read and understand that document, and agree to abide by all requirements in that Bulletin, including to indemnify and defend NA World Services for any claims brought against it by reason of my use of the NA Trademarks.

You must also include a non refundable annual processing fee of fifty dollars (\$50.00) and an annual licensing fee of five hundred dollars (\$500.00). NAWs will only process permit requests in January and July.

Name and Signature of the Prospective Vendor

Date

By: Print name and title

RESPONSE BY NA WORLD SERVICES

This request was received by NAWs, Inc., has been considered, and the following action taken in response to your request:

Your intended use is _____ approved, expiring on _____,

for the marks: _____

Your vendor number is _____ (PLEASE USE IN ALL COMMUNICATIONS)

Your intended use is not approved, for the following reasons: _____

By: _____

Date: _____

NA World Services—Trademark Use Requests

Also enclosed is your vendor permit, which must be displayed where items bearing NA Trademarks are displayed or sold.