

# OPEN ARMS AREA SERVICE MEETING MINUTES

August 6, 2015

Meeting opened at 7:30 with Serenity Prayer

The 12 Traditions and The 12 Concepts were read

## In Attendance:

|  |             |              |                              |
|--|-------------|--------------|------------------------------|
| <b>Chairperson:</b>                      | Mike B.     | 845-492-1293 | mb711true@yahoo.com          |
| <b>Co-Chairperson:</b>                   | Robin V.    | 845-346-5510 | deliadoxie@aol.com           |
| <b>Treasurer:</b>                        | Eileen B.   | 845-551-7825 | ladyluck5117@yahoo.com       |
| <b>Co- Treasurer:</b>                    | OPEN        |              |                              |
| <b>Secretary:</b>                        | Mary Ann R. | 845-629-3112 | mary.ann.rothstein@gmail.com |
| <b>Co-Secretary:</b>                     | OPEN        |              |                              |
| <b>Policy and Procedure Chairperson:</b> | Aisha       | 914-290-9325 | aisha@frontiernet.net        |

Regular business was postponed for guests from region to address the Area.

Beverly, Chair of Regional Board of Directors, and Kerry- Rockland Greater New York Region Service Committee

Representative and Vice Chair of Board addressed the following issues:

- Regional Service Office (RSO)
  - Created 22 years ago at the request of Areas – Is a 501(c)3
  - The Regional Service Committee is NOT a 501(c)3
  - Here to serve us.
  - One paid employee (special worker) all others are unpaid service positions.
  - Willing to answer any questions, listen to any suggestions
  - Beverly's contact information: [bevjal@msn.com](mailto:bevjal@msn.com) or 646-220-4356 → [bevjal.msn.com](http://bevjal.msn.com)
  - Bylaws allow up to 15 directors, and we are currently down to 4.
  - RSO obtains insurance coverage for all Areas in Greater New York Region (GNYS). All Areas pay RSO evenly across months. RSO will be paying an installment for insurance coming due in October of \$20,000.
  - The Areas that purchase literature and pay for insurance through RSO are what keep the RSO open to serve.
  - Convention Committee (no longer an active committee) used to pay RSO for every group in the GNYS.
  - We are doing the best we can and anything we can suggest to do better they are willing to listen.
- LITERATURE
  - The difference in purchase price between NAWS and RSO is only pennies on literature, and more for specialty items.
  - The \$6,500 in debt to NAWS was not mismanagement of funds. It is a line of credit from NAWS to RSO.
  - The entire \$6,500 has been paid, and the existing credit line debt is \$14,000 and is less than 30 days over
  - Back order issues due to filling incoming orders prior to back orders.
  - Beverly will personally investigate any back orders that are on file to Open Arms Area, and Open Arms Area's H&I Sub Committee. Amounts believed to be in excess of \$1,200.
  - In an attempt to reduce back orders recently, RSO was sending each individual Area order to NAWS for processing. NAWS would fill the order and ship it to RSO to check in and distribute to the Area. This became too cumbersome for NAWS to handle. (i.e. RSO would order from NAWS in excess of \$7,000 twice per month; with the new system NAWS was receiving \$500 orders 20 times per month)
- UPCOMING REGIONAL CONVENTION
  - Concerns about mismanaged money from last convention was brought up by a GSR and addressed



## NA WORLD SERVICES, INC.

PO Box 9999  
Van Nuys, CA 91409 USA  
Phone (818) 773-9999  
Fax (818) 700-0700  
www.na.org

### NARCOTICS ANONYMOUS COPYRIGHTS AND LITERATURE

This essay is being distributed in response to illicit publication and distribution of the Basic Text. As many of you know, this is not a new issue, but recently this activity has increased along with extensive outreach campaigns to members to join forces, obtain free or low cost literature, and distribute it. Some have even challenged World Services to take legal action, using Fellowship funds to do so. We do not want to have to resolve this matter in court, and we believe most of the Fellowship does not want that either. This has become a politicized matter to a great extent, but what's most important to us, as a fellowship, isn't about politics or even the law; it's about spiritual principles.

We are certainly not strangers to the idea that some members of our fellowship are critical of World Services. However, there is no justifiable reason for the illicit production and distribution of NA literature; it is just wrong, and frankly, it's contrary to the clearly expressed group conscience of the fellowship and principle of unity expressed in our First Tradition. We owe our lives to the message of recovery and hope contained in our literature and the current controversy must not ever be permitted to threaten the integrity of that message.

The fact is, the approval of the Sixth Edition Basic Text at the 2008 World Service Conference was a unanimous expression of consensus. The vote was followed by "hugs, tears, and a standing ovation" (WSC 2008 minutes). The Sixth Edition is the only approved edition of the Basic Text in English.

Part of our job at World Services is to protect the fellowship's property on its behalf. We would prefer to never have to write an essay such as this, but we are simply trying to fulfill our responsibilities and honor the trust that was placed in us as members of the World Board. Our duty is clearly outlined in *A Guide to World Services in NA*, the *Fellowship Intellectual Property Trust*, and our bylaws. These policies are the result of much controversy and pain in the late 1980s and early 90s, long before any of us served in our current positions. The issues were taken up in numerous *Conference Agenda Reports*, discussions at World Service Conferences, and even a lawsuit against a member. That painful process culminated with representatives of all parties involved sitting down and hammering out an agreement to pose the issues in dispute to the fellowship in the *Conference Agenda Report* and let group conscience decide. The fellowship overwhelmingly voiced its conscience on these matters at WSC 1991, passing several motions including one "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" (67 yes, 9 no, 3 abstaining).

#### 1991 WSC Motion

passed by 2/3 voice vote:

*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.*

This led to the fellowship's adoption of the *Fellowship Intellectual Property Trust (FIPT)* in 1993. The purpose of the *FIPT* is to "hold and administer all recovery literature and other intellectual properties of the

## A BRIEF HISTORY OF THE BASIC TEXT

The World Service Conference of Narcotics Anonymous approved the Basic Text in May 1982. Having no experience in publishing a full-length book, publication of the First Edition was a very difficult job for the World Service Office. In addition to major problems with the printer initially chosen to publish the book, conceptual problems arose. In the course of preparing the approval-form book for publication, it was noted that portions of the essays on Traditions Four and Nine made it appear that the NA service structure should not be considered a part of Narcotics Anonymous. After much discussion, the WSO Board of Directors and the World Service Board of Trustees agreed that these portions should be removed from the book before publication of the First Edition. In response, the chairperson of the WSC Literature Committee attempted to revoke the earlier release to the WSO of rights to the Basic Text. However, when the World Service Conference met in May 1983, no motion was made to uphold the literature chairperson's action. On the contrary, new WSO by-laws were accepted, clearly stating that NA literature should be held in a charitable trust by the corporation on the fellowship's behalf. The WSO-copyrighted First Edition was officially released on 27 April 1983 by the World Service Office, using the name of CARENA Publishing Company.

Less than a month later, WSC action effectively created the Second Edition Basic Text. Conference minutes of 1983 reflect that a motion was passed, directing "that our book be completely returned to its [original] approved form in subsequent printings." The Second Edition of the Basic Text was released on 28 September 1983, with the missing lines reinserted. The year after the conference directed WSO to reinsert the missing

lines from the traditions essays into the Basic Text, the WSC decided that the issue should ultimately be settled directly by the NA Fellowship. In 1984, regional service representatives were asked to poll their groups on whether the wording of the essays on the Fourth and Ninth Traditions should be as reflected in both the original approval form and the Second Edition, or as reflected in the First Edition. The question was submitted to the fellowship in a seven-page document including the proposed changes and the reasons both for making the change and for keeping the text as approved. The fellowship's response was thirty-six votes in favor of changing the text and eight against changing the text. Therefore, at the next printing—the Third Edition—the words originally deleted from the approval-form when the First Edition was published were again deleted, this

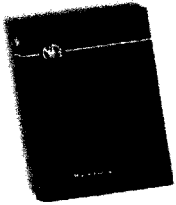
time in response to a direct vote of the fellowship. The Third Edition was formally released on 20 October 1984.

The 1985 World Service Conference passed a motion to edit the Basic Text for grammatical consistency and correctness. The motion called for the revised text to be reviewed and approved by the Literature Review Committee of the

WSCLC. At the time, however, the Literature Committee was busy putting together *It Works: How and Why*, so these edits were not completed before the 1986 World Service Conference.

The 1986 conference, nonetheless, moved for further revisions to the Basic Text: A motion was passed to publish a revised version of the Little White Book and to edit the Basic Text to reflect those changes. The revisions to the Little White Book were ones that most members noticed because they changed what was read at most meetings. The Basic Text Third Edition, Revised

about the Sixth Edition were carried by substantial majority (over two-thirds) but were not unanimous. The additional motions approved were to include a revised index and make two specific copyedits to the first ten chapters. Those copyedits were to replace "N.A." with "NA" and to remove a footnote in Tradition Eleven that referenced a PI guide that no longer exists.



This brought us to the current version of the text, and the following statement was added to *A Guide to World Services in NA*: "WSC 2008 approved the Sixth Edition Basic Text. Once it becomes available in October 2008, the Sixth Edition will be the only edition approved for NAWS production with the exceptions called out in the Translations Policy."

## PROTECTING THE FELLOWSHIP'S INTELLECTUAL PROPERTY

The statement added to *GWSNA* about the Sixth Edition was explained in the *Conference Agenda Report* that year, and followed from a decision made at the 1991 conference about the Fifth. In 1990, some NA members took it upon themselves to print a version of the NA Basic Text, Book One, which they had created by combining the Third Edition, Revised, with the essays on Traditions Four and Nine from the Second Edition. In a US federal court hearing, the primary individual responsible for publishing the hybridized Basic Text at that time agreed to stop, and the World Service Office Board of Directors agreed to place three motions before the NA Fellowship in the 1991 *Conference Agenda Report*.

### 1991 WSC

"That the fellowship reconsider its decision on which edition, or parts thereof (First, Second, Third, Third Revised, Fourth, or Fifth), of the Basic Text shall be produced and distributed by the WSO as the official and accepted text of Narcotics Anonymous." (Motion failed by roll call vote 23-51-6)

"That the WSO produce, at a reduced price, the edition of the text ratified by the WSC. The actual price of this text should be determined in view of the following factors: its affordability to the membership at large; a change in the cost and quality of the materials used in producing the book; the responsibility of the WSO to provide services from the income generated by sales of the Basic Text; and whether it includes the personal stories or only the first ten chapters." (Motion failed by voice vote)

"That the WSC be directed to obtain a group-by-group tally of all the groups registered with the WSO, on Motions 13 and 14 above. This procedure will begin on July 1, 1991 and continue through December 31, 1991. All the registered groups shall receive a copy of a paper detailing the differences between the editions of the Basic Text, and a complete copy of the Basic Text Third Edition, Revised. In addition, each group shall receive complete information concerning the issues relevant to a reduction in the price of the ratified text. [The motion includes one more paragraph detailing the committee to supervise the tally.]" (Motion failed by roll call vote 21-55-4.)

Open Arms Area Treasure's Report 8-6-2015 Eileen Crump from 7-2-2015

|   |               |
|---|---------------|
| Total Group donation  | \$ 645.60     |
| Literature sales Collected                                    | \$ 290.10     |
| E & A Donation collected Check #                              | \$ 562.35     |
| <hr/>   |               |
| Total Deposited from 7-2-2015                                 | \$ 1498.05    |
| Total money carried over from July                            | + \$ 941.85   |
| Prudent Reserve (including \$2,000 revolving funds)           | + \$ 4,000.00 |
| <hr/>   |               |
| Total   | \$ 6,439.90   |
| Minus checks written & cash paid out                          | - \$ 1418.53  |
| <hr/>   |               |
| Total - Proved to bank statement attached                     | \$ 5024.37    |
| Money paid out during July 2015                               |               |
| Check # 1286- Byrnes Messaging                                | - \$ 59.25    |
| Check # 1287- LaWanda M. H & I World lit. Online Order Reimb. | - \$ 350.00   |
| Check #1288- Felix Freeman Area Lit. Order                    | - \$ 991.34   |
| Cash -Eileen for supplies and copies                          | - \$17.94     |
| <hr/>   |               |
| Total checks written and cash paid out                        | = \$ 1418.53  |
| Total in Bank   | \$ 5024.37    |
| Minus Balance to Hold   | - \$ 4,000.00 |
| <hr/>   |               |
| Balance Available   | \$ 1024.37    |

## Open Arms Area Sub-Committee Report

Sub-Committee Events + Activities

Date, Place, Time 2nd + 4th Friday of each month

16 County Route 105 Highland Mills Senior Center

### Report

Our next event is August 22nd (Saturday) @ Mountain Creek Action Park. Tickets are \$28 per person and you must buy tickets in advance to get the group rate. I have not sold any tickets yet and the last day to buy them is Wednesday.

\*The next event we are looking to have is the Halloween Dance in October. No set date/place yet.

We can always use support!

\*See Attached Approved  
Flyer

In Loving Service,

Lauren P.

*Approved*

**OPEN ARMS AREA E&A PRESENTS:**

# **HALLOWEEN BASH!!!**

**Date: Saturday October 25,  
2014**

**Location: Goshen Presbyterian  
Church**

**33 Park Place Goshen, NY**

**Time: 7PM-12AM**

**Tickets: \$10 includes a plate of  
food & 1 drink**

**\*FOOD**

**\*FUN**

**\*FELLOWSHIP**

**\*DANCING  
CONTEST**

**\*COSTUME**

**For more info please contact:**

**Lauren P. (845)820-1274**

**Kurt B. (845)721-4754**





## Open Arms Area Sub-Committee Report

Sub-Committee

HNI

Date, Place, Time

8-6-15

Report

we meet the 1st wed of the  
Month @ 75 Highland Ave @ Middletown  
N.Y. @ we have 11 commitment  
all filled

18 People showed up 1 are oriented  
we spent \$352.48

everything is going ok

In Loving Service,

*Handa M.*

Open Arms Area Sub-Committee Report

Sub-Committee

JAMES T.

Date, Place, Time

7/15

Report

last months Lituerce Sale were

\$290.10 And we purchased \$991.34

worth of Lit for the ~~month~~ month of Aug.

In Loving Service,

\_\_\_\_\_

## Open Arms Area Sub-Committee Report

Sub-Committee MEETING LIST

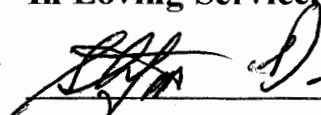
Date, Place, Time \_\_\_\_\_

Report Made 1000 Copies \$75.-

Any Feedback submit to website  
OR

CALL STEFAN D 914 357-6993

In Loving Service

  
STEFAN D

## Open Arms Area Sub-Committee Report

Sub-Committee WEBSITE

Date, Place, Time TUESDAY BEFORE AREA 18 LITTLE BRITAIN NEWBURGH  
N.Y. 12550

Report WEBSITE IS CURRENTLY BEING UPGRADED  
AND ENHANCED. CHANGES HAVE BEEN MADE TO THE  
FRONT PAGE AND WE ARE PROUD OF WHAT HAS  
HAPPENED AND LOOK FORWARD TO CONTINUING  
THAT PROCESS UNFORTUNATELY THERE WAS NO MONTHLY  
MEETING DUE TO CHAIRPERSON PHYSICAL ISSUE.  
WE WERE PLANNING ON ELECTIONS AT THAT  
MEETING AND WILL BE VOTING ON POSITIONS  
AT THE SEPTEMBER MEETING AND LOOK FORWARD  
TO ~~THE~~ FILLING THE POSITIONS. WE WELCOME NEW  
MEMBERS. ANY CHANGES AND RECOMMENDATIONS PLEASE  
USE THE WEBSITE TO LET US KNOW. ALSO TO  
LET PEOPLE KNOW THAT THE MINUTES ARE  
AVAILABLE ON THE WEBSITE AS SOON AS THEY  
ARE DONE.

In Loving Service,

Frank R

Open Arms Area Treasure's Report 8-6-2015 Eileen Crump from 7-2-2015

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GNYRSC July 2015 Session

RCM Sandy C .

Open Treasury balance \$4291.44

Admin Body Chair, Vice Chair, Treasurer, Secretary, Policy Chair, Regional Delegate, Regional Delegate Alternate.

: Secretary still looking for a nominee for Assistant Secretary

Introduction of South Jamaica Queens Area .Motion made by RD to seat at the area beginning with this session.

Regional Delegate: May motion re. NEZF WITHDRAWN BY RD.

Regional Delegate Alternate: Fellowship survey available by link from our website, and na.org. Next WCNA is schedule for Labor Day weekend 2018 in Orlando FL.

Nomination : Ed W. Resume presented in session

1.Rd motion: regional conventions years – back to groups

2. RD motion re: RSC support zonal forum with sub-committees. Cancel

Two areas not participating in Region. Two areas not buying literature from RSO HIGH URGENCY ISSUE OF UNITY .

Open Arms RCM: H&I concern not able to get literature from Region needing to go to World.

Human Resource Panel: binder with HRP available

History Book Committee: Dissolved.

Tradition Book Workgroup Project Coordinator: Would like to do a workshop in September

Dead line for the whole draft is September 30.

\* Intellectual Property Trust Document : addressed by BOD Communication Director to be brought

Back to area and voted in September: attachment 17.

Chair notes that all positions for 2016 are open except RD and RDA, and nomination are due at September session. This includes Admin position and Sub Committees.

Final Treasurer's report \$971.14 Disburement of funds : Motion to donate \$971.14 to the RSO. Seconded by NYC Passed.

\* See attachment

# **Greater NY Region Intellectual Property Trust**

Created: Spring 2015  
Approved:

# TABLE OF CONTENTS

## INSTRUMENT

|  |   |
|--|---|
| <b>Article I</b>                                 | 1 |
| 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 |
| <br>   |   |
| <b>Article II: Parties to the Trust</b>          | 1 |
| <b>Article III: Identity of Trust Property</b>   | 2 |
| <b>Article IV: Operational Rules</b>             | 2 |
| <b>Article V</b>                                 |   |
| Section 1: Trustee's Duties                      | 2 |
| Section 2: Delegation of Duties                  | 2 |
| 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 | 4 |
| <br>   |   |
| <b>Article VI: Revocability</b>                  | 4 |
| <b>Article VII: Termination</b>                  | 4 |
| <b>Article VIII: Jurisdiction</b>                | 5 |
| <b>Article IX: Trust Registration</b>            | 6 |

## OPERATIONAL RULES

|  |    |
|--|----|
| <b>Article I: Background, Purpose of Rules, and Parties of the Trust</b>               |    |
| Section 1: Background of the Trust   | 7  |
| Section 2: Purpose of these Rules  | 7  |
| Section 3: Parties of the Trust  | 8  |
| Trustor  |    |
| Trustee  |    |
| Beneficiary  |    |
| <b>Article II: Intellectual Properties Held in Trust</b>                               | 9  |
| Section 1: Nature of Ownership of the Trust's Copyrighted Publications                 | 9  |
| <b>Article III: Rights and Responsibilities of the Trustor</b>                         |    |
| Section 1: General Rights and Responsibilities   | 9  |
| Section 2: GNYRSC Boards and Committees  | 9  |
| Section 3: Addition, Revision, or Deletion of Properties from the Trust by the Trustor | 10 |



|   |    |
|---|----|
| <b>Article IV: Rights and Responsibilities of the Trustee</b>                               | 10 |
| Section 1: Identification of Trustee  | 10 |
| Section 2: General Responsibilities for Trust Properties                                    | 10 |
| Section 3: Fiduciary Relationship to Trustor  | 11 |
| Section 4: Trustee Compensation   | 11 |
| Section 5: Registration of Trust Properties   | 11 |
| Section 6: Manufacture, Distribution, and Sale of Products                                  | 11 |
| Section 7: Trustee Authority Without Notice or Permission                                   | 12 |
| Section 8: Utilization of Revenues  | 12 |
| Section 9: Disbursement of Trust Revenue  | 12 |
| Section 10: Protection of Trust Properties  | 13 |
| Section 11: Trustee Reporting Obligation  | 13 |
| <b>Article V: Rights and Responsibilities of the Beneficiary</b>                            | 13 |
| Section 1: Fellowship Use of Trust Properties   | 13 |
| Section 2: Beneficiary Impact on the Trust  | 13 |
| Section 3: Inspection of Trustee Activities   | 13 |
| <b>Article VI: Revocation and Reassignment of the Trustee's Rights and Responsibilities</b> | 14 |
| Section 1: Consideration of Revocation  | 15 |
| Section 2: Revocation Process   | 15 |
| Section 3: Reassignment of Trustee Responsibilities   | 15 |
| <b>Article VII: Revision of Trust Rules and Instruments</b>                                 | 15 |
| Section 1: Revision of Trust Operational Rules  | 15 |
| Section 2: Revision of Trust Instrument   | 15 |

## READER'S NOTES

|                                |    |
|--------------------------------|----|
| <b>Introduction</b>            | 16 |
| <b>Trust Instrument</b>        | 16 |
| Article I                      | 16 |
| Article II                     | 16 |
| Article III                    | 17 |
| Article IV                     | 17 |
| Article V                      | 17 |
| Article VII                    | 20 |
| Article IX                     | 21 |
| <b>Trust Operational Rules</b> | 21 |
| Article I                      | 21 |
| Article II                     | 21 |
| Article III                    | 22 |
| Article IV                     | 22 |
| Article V                      | 23 |
| Article VI                     | 24 |
| Article VII                    | 24 |
| <b>Glossary</b>                | 24 |

## Greater New York Region Intellectual Property Trust

### Section 1: Name of the Trust

The name of this trust shall be "The Greater New York Region Intellectual Property Trust"

### Section 2: Creation of the Trust

The Trustor, the Greater New York Region Service Committee of Narcotics Anonymous as given voice by its Areas through their Regional Committee Members at the Greater New York Region Service Committee meetings, does hereby affirm and state its transfer, assignment, and conveyance of The Impossible Dream: A History of Narcotics Anonymous in New York to the Greater New York Regional Service Office 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 Property as a perpetual charitable trust, subject to revocation by the Trustor, and shall use the property 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 the intellectual property known as The Impossible Dream: A History of Narcotics Anonymous in New York which was approved by the Greater New York Region Service Committee of Narcotics Anonymous, in a manner that is in keeping with our primary purpose of delivering services to the members of the Greater New York Region, carrying the message of recovery to the addict who still suffers, the Twelve Steps, Twelve Traditions, and Twelve Concepts of Narcotics Anonymous.

### 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 Greater New York Region (GNYSR), as given voice by its Groups through their Regional Committee Members (RCMs) at the GNYSRSC meetings, is the Settlor and Trustor. The Greater New York Regional Service Office (GNYSRSO) is the Trustee of the Trust. The GNYSR as a whole is the Beneficiary of the Trust.

### ARTICLE III: IDENTITY OF TRUST PROPERTY

The Trust Property is the history book The Impossible Dream: A History of Narcotics Anonymous in New York that was created by the Greater New York Region Ad Hoc History Book Sub-Committee. From time to time, the Trustors may add to or modify the aforementioned property from the 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 statues of New York State.
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.

#### **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 Sections 721 – 726 of the New York State Code (Article 7: Directors and Officers), 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 Sections 721 – 726 of the New York State Code (Article 7: Directors and Officers), 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;
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 New York 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.

### ARTICLE IX: TRUST REGISTRATION

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

The instrument was signed by Mitchell Soodak, GNYRSC Regional Delegate, Jay Ashenofsky, Chairperson, Greater New York Region, designated signator(s) for the Trustor; Beverly Alford, chairperson, Board of Directors GNYRSC, Inc., Trustee. It was registered with the Attorney General for the State of New York, USA on

\_\_\_\_\_.  
Mitchell Soodak, GNYRSC Regional Delegate

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Jay Ashenofsky, GNYRSC Chairperson

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Beverly Alford, GNYRSC BoD Chairperson

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**OPERATIONAL RULES:  
The GNYR INTELLECTUAL  
PROPERTY TRUST**

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

**SECTION 1: BACKGROUND OF THE TRUST**

The foundation for the Greater New York Region Intellectual Property Trust was laid in 1983, when the New York City Region was seated at the World Service Conference, and the New York fellowship directed its Regional Service Committee to establish a Regional Service Office to serve as the Region's central point of contact and delivery of services. Since that time, the Greater New York Regional Service Office has provided its member Areas and Groups with all means possible to serve addicts and to carry the message to the addict who still suffers.

The RSO's role has been described in its By Laws as follows:

1. To carry the message of recovery to addicts who still suffer from addiction and to provide support to the Fellowship of Narcotics Anonymous of the Greater New York Region in their efforts to provide opportunity to recovery from addiction;
2. To provide administrative, organizational, and logistical services to the Greater New York Regional Service Committee of Narcotics Anonymous and the Fellowship of Narcotics Anonymous at large and in other capacities as the RSC may desire or direct;
3. To provide service to individuals or groups of individual addicts seeking recovery from addiction in the Greater New York Region and to 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.
4. To publish meeting lists and to distribute periodicals, materials, and literature written or prepared by and for the Fellowship of Narcotics Anonymous as carried in the inventory of NAWA, Inc
5. To hold and manage as a charitable trust the income produced by any of the activities described above in such manner that the other purposes outlined or assumed or as may be later assigned are satisfactorily accomplished when such is done within the spirit of the Twelve Steps, Twelve Traditions, or Twelve Concepts of Narcotics Anonymous.

**SECTION 2: PURPOSE OF THESE RULES**

These rules describe the way the GNYR Intellectual Property Trust is to be administered. They describe the intellectual property 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 Greater New York Region (GNYP), as given voice by its Groups through their Regional Committee Members (RCMs) at GNYRSC meetings.**

Equitable ownership of The Impossible Dream: A History of Narcotics Anonymous in New York and its copyright and all other intellectual properties of the Members of the Greater New York Region of Narcotics Anonymous resides with the Members, the basic collective unit of which is the NA group. Decisions concerning the GNYP's intellectual properties directly affect each individual NA group as well as the GNYP as a whole. For this reason, such decisions are made by the duly authorized representatives of the NA groups, their Regional Committee Members, when those RCMs gather at the GNYRSC meetings. By such means, the Members of the Greater New York Region act as the Trustor of the GNYP Intellectual Property Trust and are responsible for the creation, approval, revision, and decommissioning of the history book The Impossible Dream: A History of Narcotics Anonymous in New York and its copyright, 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: Greater New York Regional Service Office of Narcotics Anonymous, Inc.**

The Greater New York Regional Service Office is the Trustee of the GNYP 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 Members of the Greater New York Region of Narcotics Anonymous as a whole. The Trustee's specific rights and responsibilities are detailed in Article IV of these rules.

**Beneficiary: the Members of the Greater New York Region of Narcotics Anonymous as a whole**

The Beneficiary of the GNYP Intellectual Property Trust is the Members of the Greater New York Region of Narcotics Anonymous as a whole. The Beneficiary's specific rights and responsibilities are detailed in Article V of these rules.

**ARTICLE II:  
INTELLECTUAL PROPERTIES  
HELD IN TRUST**

The Trust holds legal title to the copyrights for The Impossible Dream: A History of Narcotics Anonymous in New York and all its formats: audio, digital, hardcover, paperback, original-language, and translations that

have been approved by the Trustor. The Trust holds legal title to the copyrights for all works in progress, both in original and in translation, developed by the Trustor, its boards, and its committees.

### **SECTION 1: NATURE OF OWNERSHIP OF THE TRUSTS'S COPYRIGHTED PUBLICATIONS**

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 Greater New York Region. The process used to create these 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 Greater New York Region. The Trustor authorizes the Trustee to make non-substantive corrections to Trust literary properties as those needs arise and to create enhanced electronic or digital versions of texts that include supplemental material or connections to other Greater New York Region materials, so long as the Trustee provides not less than 120 days prior notice of such proposed corrections or enhancements to the Members. Individuals who take part in the creation of those properties will do so as volunteers of either the Trustor or the Trustee, with full knowledge of the commissioning and controlling interests of the Trustor. No individual participant in any project designed to create or revise Trust publications 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.

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| <p><b>ARTICLE III:<br/>RIGHTS AND RESPONSIBILITIES OF<br/>THE TRUSTOR</b></p> |
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### **SECTION 1: GENERAL RIGHTS AND RESPONSIBILITIES**

The Greater New York Region Service Committee of Narcotics Anonymous as given voice by its areas through their Regional Committee Members at the Greater New York Region Service Committee meetings, as Trustor, has sole authority to approve any proposed revision of The Impossible Dream: A History of Narcotics Anonymous in New York. 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 Greater New York Region and its members. The Trustor and its designated agents have sole authority to create or revise trademarks and service marks for and on behalf of the Greater New York Region and its members.

### **SECTION 2: GNYRSC BOARDS AND COMMITTEES**

The Greater New York Region Service Committee of Narcotics Anonymous accomplishes its tasks, including those tasks having to do with the Trust, through boards and committees. The RSC may dissolve existing boards and committees and create new boards and committees. The RSC may select the

leadership and composition of its boards and committees. However, in all matters and at all times, these boards and committees are subject to the direction of the GNYRSC.

The specific purpose, function, authority, and composition of each of the committee's standing boards and committees, and the relationship between them and the RSC, is described in the policy approved by the GNYRSC. The GNYRSC regulates its ad hoc committees through motions passed at its meetings, 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 Committee Members no less than ninety days prior to the upcoming RSC meeting at which proposals will be considered
2. For such a proposal to be approved, two-thirds of the Regional Committee Members recorded as present in the RSC roll call immediately prior to the vote must vote "yes" to the proposal.

## ARTICLE IV: RIGHTS AND RESPONSIBILITIES OF THE TRUSTEE

### **SECTION 1: IDENTIFICATION OF TRUSTEE**

The Greater New York Regional Service Office, Inc. a New York nonprofit public benefit corporation, is Trustee of the GNYR Intellectual Property Trust. Its bylaws are filed with the New York 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 Greater New York Region of Narcotics Anonymous and, in so doing, endorses the aims, goals, and purposes of the GNYR. The Trustee, including its members, 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 Greater New York Region Service Committee 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**

Board members 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 board member, 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,
3. The Trustee has the complete discretion to make non-substantive corrections to Trust literary properties as those needs arise.
4. The Trustee has the authority to bundle, excerpt, and repackage Trust Properties.
5. The Trustee has complete discretion to create enhanced electronic or digital versions of Trust Properties that include supplemental materials.

### **SECTION 8: 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 Greater New York Region, including but not limited to the following:

1. The Trustee shall provide administrative, organizational, and logistical services to the Greater New York Region of Narcotics Anonymous and its Members 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 Greater New York Region.
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 9: 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 10: 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 board members of the Greater New York Regional Service Office Board of Directors must approve the action.
4. Prior to its filing, the Director will report to all GNYRSO Board of Directors participants and GNYRSC 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.

### **SECTION 11: 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 Greater New York Regional Service Committee at its January Regional meeting, and shall be available at cost or less to any member of the Greater New York Region. This report shall include:

1. A year-end financial report of the previous calendar year.
2. A description of all Trust-related activities funded from proceeds generated by the Trust in the previous year.
3. A budget and project description for Trust-related activities planned for the coming year.

An audit of the Trust for the previous fiscal year will be part of the yearly audit of the RSO and will be provided, upon completion, to all participants of the Greater New York Region as Trustor.

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| <p><b>ARTICLE V:<br/>RIGHTS AND RESPONSIBILITIES<br/>OF THE BENEFICIARY</b></p> |
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### **SECTION 1: FELLOWSHIP USE OF TRUST PROPERTIES**

Use of the GNYR's copyrighted materials is prohibited. No one has the authority to reproduce GNYR-approved materials without prior written permission from the Greater New York Region Service Office..

### **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 (currently known as the Guide to Local Services).

### **SECTION 3: INSPECTION OF TRUSTEE ACTIVITIES**

#### **Conditions of Inspection**

The GNYRSC 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 the Greater NY Regional Service Committee.
2. The GNYR 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 GNYRSC 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 GNYRSC will select two members of the GNYRSO Board of Directors for inclusion on the inspection team. These two members will facilitate the inspection.
2. The GNYRSC will designate one of its participants to be included on the inspection team.

**Inspection Limitation**

A Trust inspection conducted by the GNYRSC 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 GNYRSO Board of Directors will develop a report of the team's findings relative to the GNYRSC'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 submitted at the next GNYRSC Regional session.

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| <p>ARTICLE VI:<br/> REVOCATION AND REASSIGNMENT<br/> OF THE TRUSTEE'S RIGHTS AND<br/> 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 Greater New York Regional Service Committee. To be considered, the petition must meet one of the following conditions:
  - a. *Either* the petition must be signed by a third of the GNYRSC recognized voting participants  
or
  - b. The petition must be signed by the Board of Directors, the motion to submit such a petition having been approved by no less than two-thirds of the members of the GNYRSO Board of Directors.
2. In order to be considered at any meeting of the GNYRSC, such a petition must be received between 1 June and 31 December of the previous year, allowing time for the petition to be distributed to Area participants.
3. If the above criteria are met, the petition will be placed on the agenda of the next GNYRSC meeting. Statements of the petitioners will be published with the petition itself in the GNYRSC minutes and GNYRSO BoD minutes.

## **SECTION 2: REVOCATION PROCESS**

1. A majority of RCMs must approve before proceeding with the revocation process
2. An Ad Hoc committee will be appointed. The committee will consist of the following:
  - a. Four Regional Committee Members
  - b. the chairperson of the GNYRSC and three members of the GNYRSO BoD, one of whom will chair the committee
3. This committee will hold two forums during a 6-month period to receive input from the GNYR Fellowship and will provide accounts of those forums in the GNYR session immediately following each forum
4. In addition to those forums, the committee will meet at least twice, and will provide accounts of its meetings in the GNYRSC minutes and GNYRSO BoD minutes.
5. At the conclusion of its study, this committee will prepare a written report to be included in the minutes of the GNYRSC and GNYRSO BoD, 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 RCMs recorded as present in the GNYRSC 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.

## **ARTICLE VII: REVISION OF TRUST RULES AND INSTRUMENTS**

### **SECTION 1: REVISION OF TRUST OPERATIONAL RULES**

The Trust Operational Rules may be revised by the "yes" vote of two-thirds of those RCMs recorded as present at the GNYRSC Regional session 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 RCMs at the GNYRSC Regional session.
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 GNYRSC and GNYRSO BoD minutes 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 RCMs recorded as present in the GNYRSC roll call immediately prior to the vote.



## READER'S NOTES

### INTRODUCTION

Who "owns" the Greater New York Region's history book, **The Impossible Dream: A History of Narcotics Anonymous in New York**? Who may print and distribute it? What happens to the money used to purchase the book? 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 Greater New York Region Intellectual Property Trust.

The purpose of the Greater New York Region Intellectual Property Trust is to lay out the collective decisions the Greater New York Region has made concerning its history book. Anyone who has any questions about 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 Greater New York Region Intellectual Property Trust.

This has 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 our history book, **The Impossible Dream: A History of Narcotics Anonymous in New York** is duly protected from misuse by anyone, including our Regional Service Office. The trust clarifies and limits the Greater New York Region Service Office's responsibility and authority in administering this property on the GNYR fellowship's behalf. Our history book belongs to no one individual, board, or committee, but is held in trust for the Fellowship of the Greater New York Region as a whole. By casting this arrangement as a registered legal document, we ensure that this arrangement can be enforced, if need be, by the New York state government.

### TRUST INSTRUMENT

The first of the trust document's two parts is the legal "trust instrument" which is filed with the New York attorney general. The instrument describes the relationship between the Greater New York Region of NA Fellowship, the fellowship's representatives meeting at the Greater New York Region Service Committee meetings, and the Greater New York Region Service Office, Inc. in the manner required in registering a charitable trust in New York.

### 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 Greater New York Region

Intellectual Property Trust according to the relations that have developed over the years in Narcotics Anonymous services. Through their Regional Committee Members, the NA groups belonging to the Greater New York Region make decisions at the Greater New York Region Service Committee meetings about the development, approval, and publication of written material on behalf of the Greater New York NA Fellowship. Once those decisions are made, the approved material is given in trust to the Greater New York Region Service Office, Inc., which is expected to publish it in accordance with the directions the Region's representatives give it. The materials are created and published to benefit the Greater New York Region 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 Greater New York Region Service Committee of Narcotics Anonymous, through its RCMs, the *Trustor*, the Greater New York Region Service Office, Inc. the *Trustee*, and the Greater New York Region 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 Greater New York Region materials and/or remove an item from the classification of approved Greater New York Region materials.

#### ***What about merchandise, such as coffee cups, t shirts, and other such products?***

Coffee cups, desks, chairs, and computers are all physical properties of the GNYRSO 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 (GNYRSO, 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 New York 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 New York trust law.

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

**3. How could "the legal form of business" be changed?** This item is phrased as if the trustee's corporation -- the Greater New York Region Service Office, Inc. -- were being set up at the same time as the trust. Item 3 gives the Greater New York Region Service Office, 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 Greater New York Region materials, etc.). It also gives Greater New York Region Service Office, 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 (Greater New York Region Service Office, Inc.) the responsibility to properly register, protect, and regulate the use and licensing of the trust properties themselves -- that is, the copyrights to Greater New York Region materials 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 Greater New York Region materials (using trust copyrights) or Greater New York Region memorabilia (using trust trademarks) to whatever uses would most benefit the Greater New York Region 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.

**8. Borrow money from whom?** Item 8 allows the trustee to borrow money in the name of the trust and to use the proceeds from sales of materials (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.

**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. 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 materials and memorabilia, or administrative staff to compile necessary reports on trust activities, or process trust-related correspondence. The authority to spend money generated from the sale of copyrighted materials or memorabilia using trust trademarks to hire staff to provide "administrative, organizational, and logistical services to the Greater New York Region Service Office" 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 they couldn't get literature if they couldn't afford it?***

Under New York 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 Regional Service Office. It does not restrict the GNYRSO 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." 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 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 GNYRSO, 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.

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 (GNYSO, Inc.) while an individual associated with the trustee cannot 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 GNYR's materials and memorabilia. (See instrument, Article V, Section 4, Item 13, and rules, Article IV, Section 11.) This is simply a restatement of the intent of our First and Fourth Traditions in the context of the Greater New York Region'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 the Greater New York Region or NA as a whole in any serious way. If the fellowship were to forbid the trustee to protect the Greater New York Region's copyrighted material 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 the Greater New York Region's material - to put it bluntly, we would lose our copyrights to **The Impossible Dream: A History of Narcotics Anonymous in New York** and any other material the Greater New York Region may create.

Let's clarify the matter of lawsuits and the indemnification provided to Greater New York Region Service Office members, employees, and contractors. Indemnification simply provides assurance that those who serve on our Greater New York Region Service Office Board of Directors or who take employment at the Greater New York Regional Service Office 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 Greater New York Region 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 IX: TRUST REGISTRATION**

If the trust is approved, the RCMs 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 New York 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 Narcotics Anonymous World Services.

### **ARTICLE I**

#### **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 in the Greater New York Region as given voice by its groups through their RCMs at the Greater New York Region Service Committee meetings, the trustee is the Greater New York Region Service Office, Inc., and the beneficiary is the Fellowship of NA in the Greater New York Region as a whole.

### **ARTICLE II**

#### **Section 1: Nature of Ownership**

Section 1 offers a very specific definition of the terms under which material 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 material will be originated outside a workgroup or ad hoc committee created by the Greater New York Region? Is an individual, group, area, or region prohibited from writing literature?***

No, to both questions. First, note that this section refers to *all* the Greater New York Region boards and committees, not just a Literature workgroup or ad hoc 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 Greater New York Region material development process.

***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 materials 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 materials or literature for the Greater New York Region must do so for the fellowship's benefit, not their own. The copyrights will be registered in the trustee's name, protecting the Greater New York Region 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, the Greater New York Region 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 the Greater New York Region 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 Greater New York Region fellowship in the creation, approval, and revision of materials created by this body is clearly described: The fellowship, as given voice by its groups through their RCMs at the GNYRSC, currently has sole authority to approve or revise materials created by this body. Primary among the "agents" referred to in Section 1 is the Greater New York Region Service Committee and the boards and committees through which it does its detail work.

***Does the way Section 1 is written exclude the creation of material, etc., outside of the GNYR--for instance, in groups or areas?***

No. This says only that the Greater New York Region Service Committee has sole authority with regard to material created "for and on behalf of the Greater New York Region Fellowship," referring to the entire fellowship.

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

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

### **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 Greater New York Region Service Office, Inc. in administering the Greater New York Region fellowship's materials and logos.

#### **Section 3**

Section 3 defines the "fiduciary" relationship between the trustor (the body of fellowship representatives) and the trustee (GNYRSO). 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 GNYR fellowship) maintains what is called *equitable interest* in the property, and may take it back if he pleases.

***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."

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

No. The Greater New York Region logo was created through a process of motions and group conscience and cannot be changed except through the same process.

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

Yes--that is, the Greater New York Region Service Office, Inc. controls the prices at which the office sells materials to others. This has been standard policy since the office's creation.

**Section 10**

This section describes the process to be used in protecting the trust's intellectual properties. It allows Narcotics Anonymous World Services, Inc. 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 members of the World Board concur. The provisions of Section 11 are consistent with a motion regarding infringement action approved at WSC'91.

**Regarding Section 10, Item 5, does this mean that GNYRSO, Inc. can file a lawsuit without telling (or asking) the GNYRSC if it thinks that it may jeopardize the success of that action?**

Yes. The only situation in which we imagined this occurring would be if one or more GNYRSC 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 RCMs, as trustor, ever suspect that notice had been withheld without due cause, they could--and should--require the office to demonstrate its case.

**Section 11**

This section lays out the fellowship's requirements for full annual reports from Narcotics Anonymous World Services, Inc. on its finances and operations, especially as they relate to the fellowship's literature. This section is included to ensure that NAWS, 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 Greater New York Region 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 Greater New York Region fellowship to review the records of the Greater New York Region Service Office, Inc. Any area may inspect any GNYRSO 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 GNYRSO Board of Directors, 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 RCMs. 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 GNYRSCO 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 Area 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 RCMs 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 Greater New York Region Service Committee participants, with a member of the Greater New York Region Service Office Board of Directors chairing the committee. The decision to revoke the trustee's rights and responsibilities requires approval of two-thirds of the RCMs, 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)

**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 GNYRSO, and its results are published in the GNYRSO annual report.

A *performance audit* is more complicated, more time-consuming, and vastly more expensive. The accountants come in, review GNYRSO 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 GNYRSO financial procedures along with the ordinary statements and certification. No performance audit has yet been conducted of GNYRSO.

**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)

**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.

**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.

**Open Arms Area**  
**Motion**

Motion Maker: Barbara S.  
G.S.R. (Seconded): Jim  
Date: 8/6/15

**Motion:** To make the Speakers Exchange/outreach  
Commitment into two separate committees.

**Intent:** To be able to fill each service committee  
separately in order to narrow down responsibilities  
for each service area.

**Voted On:**

**Date:** \_\_\_\_\_

**Quorum:** \_\_\_\_\_      **For:** \_\_\_\_\_      **Against:** \_\_\_\_\_      **Abstain:** \_\_\_\_\_

**Passed:** \_\_\_\_\_      **Failed:** \_\_\_\_\_

Our guests were thanked for attending the meeting and sharing this information. Regular business resumed.

**POINT OF ORDER (Mike B.):** Prior to group reports Area Chair announced that the two motions sent out to be voted on by the groups were actually out of order. Our Area policy already states that only current NA approved literature can be distributed by sub-committees of the area and at groups listed on our area meeting list.

Copies of the following documents (attached) were available for all GSRs to take back to their groups to discuss:

- NA Intellectual Property Bulletin #1 (Revised July 2010)
- NA Intellectual Property Bulletin #4 (Revised June 1997)
- Group Conscience and NA Literature (World Board April 2015)
- Narcotics Anonymous Copyrights and Literature (NA World Services, Inc. 1991)

No new GSRs introduced were present

Minutes read by: Delivered by Mary Ann R. - copies distributed  
Minutes were accepted.

Treasurer report: Delivered by Eileen C. – copies distributed – Treasurer noted that she was unable to include copy of bank statement with report, as she received it that night. Secretary will obtain P.O. Box key to get to her in a more timely manner.  
Treasurer Report was accepted

Policy and Procedure: No meeting was held in July

**NEXT MEETING SATURDAY AUGUST 8, 2015 at 6:00PM ST. ANNE'S WASHINGTONVILLE**

**GROUP REPORTS:**

30 Groups were in attendance; 30 group reports were submitted

|                          |   |                             |     |
|--------------------------|---|-----------------------------|-----|
| <b>Group:</b>            | All are Welcome   | <b>GSR: Available</b>       |     |
| <b>Day, Place, Time:</b> | <i>MOVE TO ATI BUILDING 309E BROADWAY PENDING</i>   | <b>Donation:</b>            | Yes |
| <b>Format:</b>           | Rotating  | <b><u>Anniversaries</u></b> |     |
| <b>Report:</b>           | <i>All groups at Monticello Club House are closed</i>   |                             |     |
| <b>Special Needs:</b>    | In absence of P.I. Chair, Area Chair will be doing presentation to facility. Have permission to have meeting place and need support and speakers. Certificate of Insurance is needed. |                             |     |

|                          |  |   |                |
|--------------------------|--|---|----------------|
| <b>Group:</b>            | Back From the Grave                                    | <b>GSR:</b> John M - filling in for Tom W |                |
| <b>Day, Place, Time:</b> | Mondays – 7:30 - Grace Church, Rt. 94, Washingtonville | <b>Donation:</b>                          | Yes            |
| <b>Format:</b>           | Beginners  | <b><u>Anniversaries</u></b>               |                |
| <b>Report:</b>           | All is good  | Kelly                                     | 2yrs 8/31/2015 |
| <b>Special Needs:</b>    | None   | Lauren P                                  | 3yrs 8/31/2015 |

|                          |  |                             |               |
|--------------------------|--|-----------------------------|---------------|
| <b>Group:</b>            | Back to Basics   | <b>GSR:</b> Tim Wade        |               |
| <b>Day, Place, Time:</b> | Thursdays @ RECAP in Middletown @ 7PM  | <b>Donation:</b>            | Yes           |
| <b>Format:</b>           | Rotating   | <b><u>Anniversaries</u></b> |               |
| <b>Report:</b>           | The group is doing good plus teaming up with The Joy is in the Journey group to host a fundraiser/speaker jam in October. More info to come. | Brenda                      | 18m 8/27/2015 |
| <b>Special Needs:</b>    | None   |                             |               |

|                          |  |                             |                 |
|--------------------------|--|-----------------------------|-----------------|
| <b>Group:</b>            | Change or Die                              | <b>GSR:</b> Billy K         |                 |
| <b>Day, Place, Time:</b> | Friday, St. Andrews in Beacon 7:30 to 9:00 | <b>Donation:</b>            | Yes             |
| <b>Format:</b>           | Step and Tradition (How and Why)           | <b><u>Anniversaries</u></b> |                 |
| <b>Report:</b>           |  | Elise                       | 9yrs 8/28/2015  |
| <b>Special Needs:</b>    | None                                       | Ray                         | 10yrs 8/28/2015 |
|                          |  | Mary Ann                    | 28yrs 8/28/2015 |

|                          |  |  |
|--------------------------|--|--|
| <b>Group:</b>            | Clean & Crazy  | <b>GSR:</b> Temporary                          |
| <b>Day, Place, Time:</b> | Sunday, 7:00, Monroe   | <b>Donation:</b> Yes                           |
| <b>Format:</b>           | Rotating   | <b>Anniversaries</b><br>Rafael 23yrs 8/23/2015 |
| <b>Report:</b>           | 28 <sup>th</sup> Group Anniversary on Sunday August 23 <sup>rd</sup> |  |
| <b>Special Needs:</b>    |  |  |

|                          |  |                      |
|--------------------------|--|----------------------|
| <b>Group:</b>            | Dopeless Hope Fiends   | <b>GSR:</b> Alex E   |
| <b>Day, Place, Time:</b> | Tuesday, 7 PM, Rock Hill Ambulance Building                      | <b>Donation:</b> Yes |
| <b>Format:</b>           | Rotating   | <b>Anniversaries</b> |
| <b>Report:</b>           | No changes. No celebrants  |                      |
| <b>Special Needs:</b>    | Desperate need of trusted servants. Unable to rotate commitments |                      |

|                          |   |                      |
|--------------------------|---|----------------------|
| <b>Group:</b>            | Inner Visions                                 | <b>GSR:</b> Heather  |
| <b>Day, Place, Time:</b> | Fridays 8:00PM - Highland Mills Senior Center | <b>Donation:</b> No  |
| <b>Format:</b>           | Topic discussion                              | <b>Anniversaries</b> |
| <b>Report:</b>           |   |                      |
| <b>Special Needs:</b>    |   |                      |

|                          |                      |                      |
|--------------------------|----------------------|----------------------|
| <b>Group:</b>            | It Works How and Why | <b>GSR:</b> Corey    |
| <b>Day, Place, Time:</b> |                      | <b>Donation:</b> Yes |
| <b>Format:</b>           |                      | <b>Anniversaries</b> |
| <b>Report:</b>           |                      |                      |
| <b>Special Needs:</b>    |                      |                      |

|                          |   |   |
|--------------------------|---|---|
| <b>Group:</b>            | The Joy is in the Journey   | <b>GSR:</b> Barbara S   |
| <b>Day, Place, Time:</b> | Sunday, 40 Smith Street, Middletown, 5:30pm   | <b>Donation:</b> Yes  |
| <b>Format:</b>           | Rotating  | <b>Anniversaries</b><br>Angel 4yrs 8/23/2015<br>Kate 3yrs 8/23/2015 |
| <b>Report:</b>           | Teaming up with Back to Basics Group to have our 3 <sup>rd</sup> Fundraiser/Speaker Jam in October. |   |
| <b>Special Needs:</b>    |   |   |

|                          |   |   |
|--------------------------|---|---|
| <b>Group:</b>            | Just for Today  | <b>GSR:</b> Jim B                               |
| <b>Day, Place, Time:</b> | Tuesday 7:30 and Friday 8:00 Port Jervis                      | <b>Donation:</b> Yes                            |
| <b>Format:</b>           |   | <b>Anniversaries</b><br>Louis V 6 yrs 8/25/2015 |
| <b>Report:</b>           | Tues attended and served well. We completed our group policy. |   |
| <b>Special Needs:</b>    | Friday meeting still needs support                            |   |

|                          |   |                      |
|--------------------------|---|----------------------|
| <b>Group:</b>            | Keep Coming Back  | <b>GSR:</b> Cathy    |
| <b>Day, Place, Time:</b> | Mondays, ATI 4:30 to 6:00   | <b>Donation:</b> Yes |
| <b>Format:</b>           | 1 <sup>st</sup> Basic Text, 2 <sup>nd</sup> It Works H & W, 3 <sup>rd</sup> JFT, 4 <sup>th</sup> Step Speaker | <b>Anniversaries</b> |
| <b>Report:</b>           | PI will be introducing NA to ATI Meeting Place – Needs Support  |                      |
| <b>Special Needs:</b>    | PLEASE ANNOUNCE NEW MEETING- Needs to be added to the meeting list  |                      |

|                          |                  |                             |
|--------------------------|------------------|-----------------------------|
| <b>Group:</b>            | Keys to Success  | <b>GSR:</b> James R         |
| <b>Day, Place, Time:</b> |                  | <b>Donation:</b> Yes        |
| <b>Format:</b>           |                  | <b><u>Anniversaries</u></b> |
| <b>Report:</b>           |                  |                             |
| <b>Special Needs:</b>    | Trusted Servants |                             |

|                          |  |                             |
|--------------------------|--|-----------------------------|
| <b>Group:</b>            | Kickin it Live Gut Level   | <b>GSR:</b>                 |
| <b>Day, Place, Time:</b> | Sunday, RECAP, 12:00 to 1:30   | <b>Donation:</b> No         |
| <b>Format:</b>           |  | <b><u>Anniversaries</u></b> |
| <b>Report:</b>           | We are getting ready for 25 years anniversary – 3 <sup>rd</sup> Sun in September |                             |
| <b>Special Needs:</b>    | None   |                             |

|                          |                             |                             |
|--------------------------|-----------------------------|-----------------------------|
| <b>Group:</b>            | Men on Point                | <b>GSR:</b> Steve R         |
| <b>Day, Place, Time:</b> | Monday, 7:30PM, New Windsor | <b>Donation:</b> Yes        |
| <b>Format:</b>           | Men's Topic                 | <b><u>Anniversaries</u></b> |
| <b>Report:</b>           | All is well                 |                             |
| <b>Special Needs:</b>    | None                        |                             |

|                          |   |                                    |
|--------------------------|---|------------------------------------|
| <b>Group:</b>            | The Miracle of Change                         | <b>GSR:</b> Reid H                 |
| <b>Day, Place, Time:</b> | Wed, 7-8PM, 265 Van Ness St., Grace Methodist | <b>Donation:</b> No                |
| <b>Format:</b>           |   | <b><u>Anniversaries</u></b>        |
| <b>Report:</b>           | Everything is going well                      |                                    |
| <b>Special Needs:</b>    | None  |                                    |
|                          |   | Marko G      16yrs    8/27/2015    |
|                          |   | Lois            28yrs    8/27/2015 |

|                          |  |                             |
|--------------------------|--|-----------------------------|
| <b>Group:</b>            | Never Alone                                  | <b>GSR:</b> Chris           |
| <b>Day, Place, Time:</b> | Wednesday, 7:00PM, Doc Fry Building, Warwick | <b>Donation:</b> Yes        |
| <b>Format:</b>           | Open   | <b><u>Anniversaries</u></b> |
| <b>Report:</b>           | Attendance is good                           |                             |
| <b>Special Needs:</b>    |  |                             |
|                          |  | Mary            3yrs        |
|                          |  | Chris            1yr        |

|                          |                            |                             |
|--------------------------|----------------------------|-----------------------------|
| <b>Group:</b>            | Reach Out                  | <b>GSR:</b> Kylee           |
| <b>Day, Place, Time:</b> | Tues, Goshen, 7:00- 8:30pm | <b>Donation:</b>            |
| <b>Format:</b>           | Rotating                   | <b><u>Anniversaries</u></b> |
| <b>Report:</b>           |                            |                             |
| <b>Special Needs:</b>    |                            |                             |
|                          |                            |                             |

|                          |                                  |  |
|--------------------------|----------------------------------|--|
| <b>Group:</b>            | Recovery by the River            | <b>GSR:</b> Dave C.                        |
| <b>Day, Place, Time:</b> | Thursday, 7pm, 76 First Newburgh | <b>Donation:</b> Yes                       |
| <b>Format:</b>           | Open Discussion                  | <b><u>Anniversaries</u></b>                |
| <b>Report:</b>           | All is good.                     |  |
| <b>Special Needs:</b>    |                                  |  |
|                          |                                  | Val            1 yr            Last Thurs. |
|                          |                                  | Stacey      1 yr            Last Thurs.    |

|                          |  |  |
|--------------------------|--|--|
| <b>Group:</b>            | Saturday Morning Awakenings                    | <b>GSR:</b> Annie                          |
| <b>Day, Place, Time:</b> | Sat. 10AM Grace Church Van Ness St Newburgh    | <b>Donation:</b> Yes                       |
| <b>Format:</b>           | Just for Today                                 | <b><u>Anniversaries</u></b>                |
| <b>Report:</b>           | We voted on a Spiritual Brunch next @ New Year |  |
| <b>Special Needs:</b>    |  |  |
|                          |  | Ellen            7yrs            8/29/2015 |
|                          |  | Adrienne      22yrs          8/29/2015     |

|                          |   |                             |                  |
|--------------------------|---|-----------------------------|------------------|
| <b>Group:</b>            | Saturday Night Fever                    | <b>GSR:</b> Dan N           |                  |
| <b>Day, Place, Time:</b> | Saturday, Methodist Church Goshen, 10pm | <b>Donation:</b>            | No               |
| <b>Format:</b>           | Rotating                                | <b><u>Anniversaries</u></b> |                  |
| <b>Report:</b>           | The group is doing well                 | Mike B                      | 12 yrs 8/29/2015 |
| <b>Special Needs:</b>    |   |                             |                  |

|                          |                                      |                             |     |
|--------------------------|--------------------------------------|-----------------------------|-----|
| <b>Group:</b>            | Spiritual Foundation                 | <b>GSR:</b> James B         |     |
| <b>Day, Place, Time:</b> | 9 Johnston Street, Newburgh Ministry | <b>Donation:</b>            | Yes |
| <b>Format:</b>           |                                      | <b><u>Anniversaries</u></b> |     |
| <b>Report:</b>           | Expect to be moving soon.            |                             |     |
| <b>Special Needs:</b>    |                                      |                             |     |

|                          |                                 |                             |  |
|--------------------------|---------------------------------|-----------------------------|--|
| <b>Group:</b>            | Spiritual Solution              | <b>GSR:</b> Ryan K          |  |
| <b>Day, Place, Time:</b> | Thursday 7:30PM Washingtonville | <b>Donation:</b>            |  |
| <b>Format:</b>           | Living Clean Book Study         | <b><u>Anniversaries</u></b> |  |
| <b>Report:</b>           | All is well.                    |                             |  |
| <b>Special Needs:</b>    |                                 |                             |  |

|                          |   |                             |                |
|--------------------------|---|-----------------------------|----------------|
| <b>Group:</b>            | Stay 'N' Alive  | <b>GSR:</b> Ian G           |                |
| <b>Day, Place, Time:</b> | Thursday, Port Jervis, 8PM  | <b>Donation:</b>            | No             |
| <b>Format:</b>           | Rotating  | <b><u>Anniversaries</u></b> |                |
| <b>Report:</b>           | All is going well with the group. The commitments are all fulfilled. Group recently voted to add all the readings back into the meeting. The meeting has been continuously growing, and the group is going to vote on whether to change the meeting to 1 ½ hours instead of a 1 hour meeting. | Ian G                       | 2yrs 8/29/2015 |
| <b>Special Needs:</b>    | We are in need of speakers from other areas of the Open Arms area   |                             |                |

|                          |  |                             |     |
|--------------------------|--|-----------------------------|-----|
| <b>Group:</b>            | Steps in the Right Direction                   | <b>GSR:</b> Diana M         |     |
| <b>Day, Place, Time:</b> | 7:30 RECAP, 40 Smith Street                    | <b>Donation:</b>            | Yes |
| <b>Format:</b>           |  | <b><u>Anniversaries</u></b> |     |
| <b>Report:</b>           | Meeting will now start at 7:30 instead of 7:00 |                             |     |
| <b>Special Needs:</b>    | None   |                             |     |

|                          |                                     |                             |                |
|--------------------------|-------------------------------------|-----------------------------|----------------|
| <b>Group:</b>            | Steps to Life                       | <b>GSR:</b> Jaclyn E        |                |
| <b>Day, Place, Time:</b> | Saturday, St. Annes Church, 7:30 PM | <b>Donation:</b>            | Yes            |
| <b>Format:</b>           | Rotating                            | <b><u>Anniversaries</u></b> |                |
| <b>Report:</b>           | All is well.                        | Robyn V                     | 6yrs 8/29/2015 |
| <b>Special Needs:</b>    | No needs.                           |                             |                |

|                          |                        |                             |                |
|--------------------------|------------------------|-----------------------------|----------------|
| <b>Group:</b>            | Steps on Sunday        | <b>GSR:</b> Donna           |                |
| <b>Day, Place, Time:</b> | Restorative Management | <b>Donation:</b>            | Yes            |
| <b>Format:</b>           |                        | <b><u>Anniversaries</u></b> |                |
| <b>Report:</b>           |                        | Michelle                    | 9yrs 8/30/2015 |
| <b>Special Needs:</b>    | Needs support          |                             |                |



|                          |                           |                             |
|--------------------------|---------------------------|-----------------------------|
| <b>Group:</b>            | Turn it Over Group        | <b>GSR:</b> Hector O        |
| <b>Day, Place, Time:</b> | Tues, St. Andrews, 7:30PM | <b>Donation:</b> Yes        |
| <b>Format:</b>           | Rotating                  | <b><u>Anniversaries</u></b> |
| <b>Report:</b>           | All is well               |                             |
| <b>Special Needs:</b>    | Support                   |                             |

|                          |  |                             |
|--------------------------|--|-----------------------------|
| <b>Group:</b>            | Up Front                                 | <b>GSR:</b> Billy K         |
| <b>Day, Place, Time:</b> | Sunday, St. Andrews, Beacon 5:30 to 7:00 | <b>Donation:</b> Yes        |
| <b>Format:</b>           | JFT                                      | <b><u>Anniversaries</u></b> |
| <b>Report:</b>           |  |                             |
| <b>Special Needs:</b>    |  |                             |
|                          |  | Denise 4yrs 8/30/2015       |
|                          |  | Billy K 30yrs 8/30/2015     |

|                          |  |                             |
|--------------------------|--|-----------------------------|
| <b>Group:</b>            | Women's Time for Change  | <b>GSR:</b> Ronzette B      |
| <b>Day, Place, Time:</b> | Monday, 40 Smith St (RECAP), 7-830pm   | <b>Donation:</b> Yes        |
| <b>Format:</b>           | Rotating   | <b><u>Anniversaries</u></b> |
| <b>Report:</b>           | The group is doing well. Could always use more women speakers from the Open Arms Area. |                             |
| <b>Special Needs:</b>    |  |                             |

|                          |  |                             |
|--------------------------|--|-----------------------------|
| <b>Group:</b>            |  | <b>GSR:</b>                 |
| <b>Day, Place, Time:</b> |  | <b>Donation:</b>            |
| <b>Format:</b>           |  | <b><u>Anniversaries</u></b> |
| <b>Report:</b>           |  |                             |
| <b>Special Needs:</b>    |  |                             |

**Sub –committee Reports:**

|   |   |  |
|---|---|--|
| <b>Area Website</b><br>Mark R<br>914-447-4566<br>mark@albrohvac.net | Regular meeting:<br>6:00 PM, Tuesday prior to Area<br>18 Little Britain Road<br>Newburgh  | See attached report given by Mark R<br>NEXT MEETING Tuesday, September 1 <sup>st</sup> at 6:00<br>18 Little Britain Road<br>Newburgh |
| <b>Events &amp; Activities</b><br>Lauren P.                         | Meets 2 <sup>nd</sup> and 4 <sup>th</sup> Thursday<br>Highland Mills Senior Center<br>16 Count Route 105<br>Highland Mills  | See attached report given by Lauren P  |
| <b>Helpline</b>   | OPEN  | No Report  |
| <b>Hospitals &amp; Institutions</b><br>Wanda                        | Meet 1 <sup>st</sup> Wed of month 7:30pm<br>75 Highland Ave<br>Middletown, NY   | See attached report given by Wanda   |
| <b>Literature</b><br>James/Terrance                                 |   | See attached report  |
| <b>Meeting List</b><br>Stefan                                       |   | New meeting lists distributed  |
| <b>Public Information</b>   | OPEN  |  |
| <b>R.C.M.</b><br>Sandy  | See attached Report.<br>Motions taken to group last month for vote:<br>1. Is there an interest in a Regional Convention?<br><b>Quorum: 25</b><br><b>Yes: 25</b><br><b>No: 0</b> |  |

|                                   |  |
|-----------------------------------|--|
|                                   | <p><b>Abstentions: 0</b></p> <p>2. Do we want to change our area policy to include attendance at Northeast ZONA meetings responsibility of all Area Service Committee Chairs? These meetings happen twice a year. The next one is scheduled for October in Long Island. Our RCM is working on getting clarification on who will be responsible for expenses incurred to attend.</p> <p><b><i>This motion was removed from the floor.</i></b></p> |
| <b>Speaker Exchange /Outreach</b> | OPEN   |

**OLD BUSINESS:**

MOTIONS from last month: Removed from the floor.

The following were voted into open positions:

Co-Secretary LaVerne  
 Help-Line Stefan

The following positions remain open:

Co-Treasurer: 5 years clean requirement  
 Speaker Exchange/Outreach: 1 year clean requirement  
 RCM Alternate:  
 Public Information:

**NEW BUSINESS:**

There are two new motions to be voted on by the groups prior to next month's Area Service Meeting:

**Motion 1 Author:** Barbara S.  
**Second:** Jim  
**Motion:** To make the Speaker Exchange/Outreach commitment into two separate committees.  
**Intent:** To be able to fill each service committee separately in order to narrow down responsibilities for each service area.

| Pros   | Cons |
|--|------|
| Filling each separately will allow a person only interested in one or the other to take on the commitment. |      |

**GREIVANCES:**

Addict by name of Robert presented a grievance to the motions that had been removed from the floor. Copies of document referencing 1988 service structure were made available to anyone interested.

Concern over division as opposed to unity and confusing the newcomer with the controversy was brought up.

After a lengthy address, and the need to vacate the building by 10:00pm, comments were brought to a close at 9:45PM

Meeting closed at 9:45

Respectfully submitted in unity,

  
 Mary Ann R

**Internal Use of NA Intellectual Property**

**A statement of the NA Fellowship's policy on the reprinting of copyrighted NA recovery literature and the use of registered NA trademarks and service marks by NA groups, service boards, and committees.**

*NA Intellectual Property Bulletin #1 was 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, applicable as of 1 May 1993. It was amended at the World Service Conference in 1997 and 1998. This bulletin supercedes all previous Bulletins and policies pertaining to the use of copyrighted literature and registered trademarks and service marks by NA groups, service boards, and committees.*

The Fellowship Intellectual Property Trust (FIPT) describes in detail how NA's name, trademarks, and recovery literature are protected and administered by Narcotics Anonymous World Services, Inc. (NAWS). It covers NA's name, trademarks and recovery literature in all forms, including translations, and all mediums, whether printed, electronic and any other media that may be developed in the future. Additional guidelines, contained in this and the other Intellectual Property Bulletins, for the use of NA's intellectual properties by the fellowship are presented as an adjunct to the FIPT. 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 recovery literature will always be available to fulfill our primary purpose.

All matters not specifically addressed by the Intellectual Property Bulletins will be considered under the conditions of the Fellowship Intellectual Property Trust. Any questions or concerns about the Bulletins should be directed to NA's World Service Office.

This Bulletin reflects the policy affecting the use of NA intellectual property within the NA Fellowship. Use of the fellowships trademarks and recovery literature is a commitment to comply with these Guidelines. Usage inconsistent with the Guidelines is improper. Usage disputes are dealt with in Intellectual Property Bulletin #5.

**Use by NA groups**

These Guidelines outline the appropriate uses of NA logos and recovery 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 recovery literature in the ways described in these Guidelines so long as they register with NA World Services.

**Use by individual NA members or others**

Guidelines, in this or other Intellectual Property Bulletins do not grant individual NA members or those outside NA permission to use NA trademarks or intellectual property. Individual NA members or others who wish to use NA's trademarks or copyrighted recovery literature should write directly to NA World Services.

**GUIDELINES FOR USE OF NA TRADEMARKS**

Some of the NA Fellowship's registered trademarks are: the name "Narcotics Anonymous," the stylized NA initials, the diamond in a circle, and the original NA group logo, all shown below:



**Narcotics Anonymous®**



**Guidelines for Use**

Use of Narcotics Anonymous trademarks should always reflect the seriousness of our primary purpose and our spiritual foundation of anonymity. The Narcotics Anonymous name or trademarks should not be used by an NA group, service board or committee in any way that would imply legal liability or financial responsibility by or to another part of the fellowship, service structure, or outside enterprise.

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 organizations, groups or NA as a whole.

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

Narcotics Anonymous trademarks should not be used on locally developed recovery literature.

**"NA Fellowship Approved" trademark**

The "NA Fellowship Approved" trademark is used to indicate that a piece of recovery literature has been approved by the Fellowship of Narcotics Anonymous as given voice by its groups through their regional delegates at the World Service Conference. The "NA Fellowship

## REPRINTING NA FELLOWSHIP-APPROVED LITERATURE

**Policy and guidelines for the reprinting of the NA Fellowship's copyrighted literature by individual NA members, groups, service boards, and committees. Also describes how reprint requests from individuals who are not NA members and from non-NA organizations will be handled. Developed by the trustee of NA's Fellowship Intellectual Property Trust.**

This bulletin was developed to further explain some statements made in the Fellowship Intellectual Property Trust and in NA Intellectual Property Bulletin #1, *Internal Use of NA Intellectual Property*.

### Requirements for use by NA groups

Only NA groups have the authority under IP Bulletin #1 to reproduce fellowship-approved recovery literature in certain instances. When preparing to reproduce NA Fellowship-approved recovery literature, we suggest that NA groups discuss the Fourth Tradition and follow these six general guidelines:

1. An NA group shall only reproduce NA Fellowship-approved recovery literature when it has a clear need to do so.
2. NA Fellowship-approved recovery 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.
4. The copyright for the item being reproduced should be shown prominently as follows: "Copyright (c) [year of first publication by NAWS], Narcotics Anonymous World Services, Inc. Reprinted by permission. All rights reserved."
5. As long as the conditions of IPB# 1 and this IPB# 4 are met, no advance permission is required. Groups need not, but are encouraged to, register themselves with the World Service Office.
6. In the event that there is any conflict relating to the enforcement or interpretation of this bulletin, the procedure outlined in IP Bulletin #5, *Conflict Resolution Within the NA Fellowship*, will govern.

### Requirements for reprinting by NA service boards and committees

Registered NA area or regional service boards and committees that wish to quote or reprint portions of NA Fellowship-approved literature are granted permission to do so in IP Bulletin #1, *Internal Use of NA Intellectual Property*, so long as the following requirements are followed:

1. The proper notation or credit identifying the origin of the quote or reprinted portion must always be included.
2. The length of the reprint or quote should never exceed 25% of the original piece. In the case of NA books, reprints or quotes should never exceed 25% of a single chapter or section.
3. Articles from *The NA Way Magazine* may be reprinted in their entirety if the source is fully cited.
4. The copyright for the item being reproduced should be shown prominently as follows: "Copyright (c) [year], Narcotics Anonymous World Services, Inc. Reprinted by permission. All rights reserved."
5. The NA service board or committee should be currently registered with the World Service Office.
6. Each area and regional service board and committee is held and agrees to be responsible for their respective subcommittees' use of NA's intellectual properties.
7. In the event that there is any conflict relating to the enforcement or interpretation of this Bulletin, the procedure outlined in IP Bulletin #5, *Conflict Resolution Within the NA Fellowship*, will govern.

So long as these requirements are met, no specific advance permission is necessary.

### Requirements for reprinting by individuals or non-NA organizations

Individuals or non-NA organizations must secure permission, in writing, from the World Service Office before they may quote or reprint portions of NA Fellowship-approved material. The following are the parameters within which such permission may be granted:

1. The proper notation or credit identifying the origin of the quote or reprinted portion must always be included.
2. The length of the reprint or quote should never exceed 25% of the original piece. In the case of NA books, reprints or quotes should never exceed 25% of a single chapter or section.
3. Articles from *The NA Way Magazine* may be reprinted in their entirety if the source is fully cited.

# Group Conscience & NA Literature

World Board

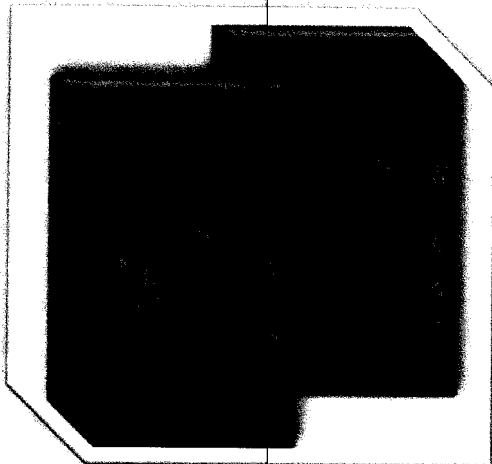
April 2015

In 1991 the World Service Conference passed two motions—one to reaffirm that the WSO holds ownership of NA's intellectual property in trust for the Fellowship of NA, and another to reaffirm that the WSO is exclusive publisher and distributor of all NA literature.

At the time, WSO's intellectual property attorney explained to the Conference:

"This needs to be done for the benefit of those people who do not have the time, energy, or the interest to look back at what really happened and would rather argue that the past consists of what they believe should have happened."

And here we are again—increasing numbers of our members are illegally copying and distributing NA literature around the world, sowing seeds of confusion and disunity, including places where NA is in early stages. In particular, people are publishing a booklet that contains the Third Edition Revised Basic Text with the Second Edition versions of the Fourth and Ninth Traditions, a booklet that was compiled by a few individuals and has **never been Fellowship-approved**. It is bad enough that we have had this ongoing struggle within NA; now it has become a public problem because these texts are being distributed in institutions.



The roots of this conflict go back more than 30 years. The history of the Basic Text is a story that gets told many ways, with different heroes and villains depending on who is doing the telling.

There are some things, however, that are not open to interpretation:

**1. It goes against group conscience.** The fellowship has decided on these issues repeatedly,

- ❖ beginning in 1984 when the fellowship voted to return to the First Edition language for the Fourth and Ninth Traditions,
- ❖ and again in 1988 when the conference rejected the idea of extensive changes to the text beyond fixing the errors in the Fourth Editions,
- ❖ and again in 1991 when the conference voted against reconsidering which edition of the book should be published,
- ❖ and again in 1993 when the fellowship approved the *Fellowship Intellectual Property Trust*,
- ❖ and again as recently as 2004 when a *CAR* motion was passed authorizing revisions to the Basic Text but specifying no changes be made to chapters one through ten of the text. That 2004 motion resulted in the Sixth Edition Basic Text, which was approved **unanimously** in 2008.

**2. It's illegal.** The unauthorized reproduction of NA literature is a violation of copyright law. NA groups can copy and distribute NA literature for use within their groups, but that right does not extend outside the group or to individuals and service bodies.