



WORLD SERVICE OFFICE, INC.
NARCOTICS ANONYMOUS

P.O. Box 9999
Van Nuys, CA 91409
(818) 780-3951

FAX #: (818) 785-0923

FAX TRANSMITTAL FORM

Date: 10/07/90

To: Dave M.

Number of Pages: 2

From: WSO Board

Fax Number: 805-584-1135

Subject: Interim Agreement

Notes: _____

Please review and advise
if this document is acceptable
to you.

Daves Version

10/7/90 11:20
Faxed to DaveM
for call back
with response

INTERIM AGREEMENT

This INTERIM AGREEMENT is entered into as of this 7th day of October, 1990, at Van Nuys, CA by and between WORLD SERVICE OFFICE, INC., a California non profit corporation, with its principal place of business located at 16155 Wyandotte Street, Van Nuys CA 91406 (hereinafter "WSO") and DAVID MOORHEAD, an individual, with his principal place of residence located at (hereinafter "MOORHEAD")

WHEREAS, WSO claims legal ownership as a fiduciary of the rights to the marks and copyrights set forth in Paragraph 1 hereof;

WHEREAS, MOORHEAD acknowledges that he was one of several a sources of certain light blue copies of a revised Narcotics Anonymous Basic Text;

WHEREAS, WSO also acknowledges that MOORHEAD is not the only person doing so and said people are distributing the light blue copies of a revised Narcotics Anonymous Basic Text independently of MOORHEAD.

WHEREAS MOORHEAD asserts that he believed and believes in good faith that he was entitled to reproduce the revised Narcotics Anonymous Basic Text and distribute same;

WHEREAS, WSO has demanded that MOORHEAD immediately cease and desist in all reproduction and distribution of unauthorized copies the revised Narcotics Anonymous Basic Text;

WHEREAS, the parties believe that this dispute has been and is continuing to erode the unity of the fellowship of Narcotics Anonymous and unnecessary diverting the energies of the fellowship from fulfilling its primary purpose;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties, as above stated as well as by approval of the World Service Board of Trustees and the World Service Conference, agree as follows:

1. INTERIM AGREEMENT TO CEASE TRADEMARK INFRINGEMENTS.
MOOREHEAD agrees that he will not hereafter for a period of thirty (30) days from this date directly or indirectly infringe WSO's trademarks, service marks or logos by the manufacture, sale, or distribution in any manner of any Items bearing any of the following marks (that are not authorized by the WSO) including but not limited to the following:

United States Service Mark and Trademark Registration No. 1,450,681, issued August 4, 1987:

United States Trademark and Service Mark Registration No. 1,467,774, issued February 16, 1988:

NOT APPROVED
BECAUSE THIS
DOES NOT
REALLY HAVE
ANYTHING TO
DO WITH THE
PROBLEM W/
YOU SPECIFICALLY

TWM

THESE ARE NOT
"LEGAL" ENTITIES,
AND DON'T
FEEL THEY
SHOULD BE
MENTIONED IN
THE BODY;
THEY WILL
SIGN AS
APPROVED
AS TO FORM
AND CONTENT

TWM

DAVE'S VERSION AS
SUBMITTED TO
THE BOARD W/
BOARD'S RESPONSE -

NARCOTICS ANONYMOUS

2. INTERIM AGREEMENT TO CEASE COPYRIGHT INFRINGEMENTS.

MOORHEAD agrees that he will not hereafter for a period of thirty (30) days from this date directly or indirectly infringe WSO's copyrights by the manufacture, sale or distribution in any manner of any item including any portion of the properties protected by the following copyright registration:

United States Copyright Registration No. TX 2 112 598, issued June 15, 1987;

United States Copyright Registration No. TX 2 250 589, issued January 26, 1988;

United States Copyright Registration No. TX 2 334 402, issued January 26, 1988;

United States Copyright Registration No. TX 2 250 588 issued January 26, 1988;

United States Copyright Registration No. TX 2 254 607, issued February 17, 1988;

United States Copyright Registration No. TX 2 837 638, issued May 30, 1990.

MOORHEAD further covenant and promises that he will not hereafter for a period of thirty (30) days from this date or in any manner directly or indirectly infringe any additional or future intellectual properties of WSO, nor will he directly or indirectly assist or otherwise encourage others to engage in infringement.

3. It is understood and agreed that this document is an Interim Agreement and allows MOORHEAD period of thirty (30) days to reject the obligations, restrictions, duties and responsibilities herein set forth and the entry of a certain Stipulation for Judgment entered into by him this same date, by sending written disapproval to the WSO. During the thirty (30) day period, neither party shall publish any account of this Agreement or negotiations other than the statement that there is a resolution pending.

4. ^{written} In the event of no written rejection of the Interim Agreement by MOORHEAD within said time, then the WSO shall be free to file the Complaint and Stipulation of Final Judgment attached hereto which shall be legally binding upon him.

5. In the event of written rejection by MOORHEAD of this Interim Agreement within said time period, or breach of this Interim Agreement also within said time period, the WSO shall be free to utilize all legal procedures and processes as it may elect, with neither party prejudiced hereby, however, with the provisions of Paragraph No. 7 herein surviving rejection of this Agreement.

6. This Interim Agreement shall be enforceable against MOORHEAD during said thirty (30) day period by the WSO by any and all appropriate legal means elected by the WSO.

ADDED THIS
TO CLARIFY
THAT YOU ARE
FREE TO DIS-
CUSS ALL
ASPECTS W/
YOUR ADVISORS,
AS IS WSO.

TWM

7. It is agreed that all statements, documents, recordings, transcripts and information made, given, received or in any other manner transmitted by MOORHEAD to WSO or any other person affiliated directly or indirectly thereto in attempts to negotiate and enter into this Interim Agreement as well as any final resolution as may be entered hereafter shall not be used by the WSO or any other person affiliated directly or indirectly thereto against him as evidence in any manner whatsoever, nor shall such be considered as admissions, implications or acknowledgements by him of any wrongful act.

8. It is finally agreed, but not as a condition hereto, that during the thirty (30) day period that the WSO and MOORHEAD may further discussions about certain concerns that he feels are important to be considered by the WSO and the entire Fellowship which may upon further agreement between them result in the publication and distribution by the WSO of a list of those concerns.

We have read, understand and agree to the terms of this Interim Agreement with the intent to be legally bound hereby.

DATE
ADDED

1 ← DONE THIS DAY OF APR 10 AT
VAN NUYS CALIF

David Moorhead

WORLD SERVICE OFFICE, INC.

Stu Tooredman, Acting Executive Director

Approved in form and content:

BOARD OF DIRECTORS OF
WORLD SERVICE OFFICE, INC.

Stu Tooredman, Chairperson

WORLD SERVICE BOARD OF TRUSTEES

Jack Bernstein, Chairperson

WORLD SERVICE CONFERENCE

Edward Duquette, Chairperson

This document has
been Board Approved

10/7/90

Faxed to Dave M

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WHEREAS MOORHEAD asserts that he believed and believes in good faith that he was entitled to reproduce the revised Narcotics Anonymous Basic Text and distribute same;

WHEREAS, WSO has demanded that MOORHEAD immediately cease and desist in all reproduction and distribution of unauthorized copies the revised Narcotics Anonymous Basic Text;

WHEREAS, the parties believe that this dispute has been and is continuing to erode the unity of the fellowship of Narcotics Anonymous and unnecessary diverting the energies of the fellowship from fulfilling its primary purpose;

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NARCOTICS ANONYMOUS

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whatsoever, nor shall such be considered as admissions, implications or acknowledgements by him of any wrongful act.

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We have read, understand and agree to the terms of this Interim Agreement with the intent to be legally bound hereby.

Done this _____ day of _____, 1990 at Van Nuys, California.

David Moorhead

WORLD SERVICE OFFICE, INC.

Stu Tooredman, Acting Executive Director

Approved in form and content:

BOARD OF DIRECTORS OF
WORLD SERVICE OFFICE, INC.

Stu Tooredman, Chairperson

WORLD SERVICE BOARD OF TRUSTEES

Jack Bernstein, Chairperson

WORLD SERVICE CONFERENCE

Edward Duquette, Chairperson

This Paragraph is as Board Approved
and differs from prior fax

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THIS CLARIFIES CLAIM
WHEREAS, WSO claims legal ownership of the rights to the marks and copyrights set forth in Paragraph 1 hereof, which are held by WSO in a fiduciary capacity pursuant to a charitable trust established by the World Service Conference of Narcotics Anonymous for the benefit of the fellowship of Narcotics Anonymous;

WHEREAS, MOORHEAD acknowledges that he was one of several a sources of certain light blue copies of a revised Narcotics Anonymous Basic Text;

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Dear Fellow members,

I find myself in an extraordinary situation as the result of events that have taken place over the past thirty days. This letter is to inform you of decisions and agreements to which I have committed myself, honestly and sincerely.

During the first week of October I received a phone call, along with several other members, from the chairperson of the WSO Board of Directors. He requested our attendance at the joint meeting of the Board of Directors, the Board of Trustees, and the WSC Administrative Committee. The subject of the meeting would be the printing and distribution of the "baby blue Basic Text." Hopefully, we would be able to discuss and reach a satisfactory agreement between us.

Unfortunately, none of the other members were able to attend except for myself and a negotiator of my choosing. We met several times that weekend both in small groups and in a larger forum with all the aforementioned members of world service, as well as the WSO attorney. By the end of the weekend I agreed for my part only, to the following stipulations.

From this day forward I will not take part in the printing or distribution of the "baby blue Basic Text", nor will I encourage directly or indirectly, others to do so. I do this because I do not want the fellowship to have to expend unnecessarily its resources for litigation of this issue. This does not mean however, that the publicized issues that myself and many other members hold dear, are any less relevant. On the contrary, now more than ever we need to address them openly and responsibly through our groups, areas, and regions. It is for this end that I have personally made this commitment and report it to you the membership of N.A.

I ask you, the group conscience of N.A., to support me and continue to address our suggestions for change. I have been assured by the world service leadership that they will not do anything to prevent nor stifle the discussion of these issues at the upcoming World Service Conference.

I am deeply grateful and consider it a great honor to have presented the voice of so many members who believe that change is necessary to fulfill our obligations as a fellowship.

In loving service,

Grateful Dave