

THE FELLOWSHIP INTELLECTUAL PROPERTY TRUST

ARTICLE I

Section 1: Name of the Trust

The name of this trust shall be, "The Fellowship Intellectual Property Trust".

Section 2: Creation of the Trust

The Fellowship of Narcotics Anonymous as the TRUSTOR and the World Service Conference, (WSO), World Service Board of Trustees, (WSB) and World Service Office (WSO), Incorporated, to the extent of all their interest, claim, right and entitlement, do hereby affirm and state the transfer, assignment, and conveyance of all WSC conference-approved Narcotics Anonymous literature and other N.A. intellectual property, as identified in Article III, to be held in trust by the World Service Conference, as the TRUSTEE, to administer the Trust Properties in accordance with this "Trust Document" and in furtherance of the purpose of the Fellowship of N.A.

Section 3: Nature of the Trust

The Trustee shall maintain the Trust Properties as a perpetual trust, subject to revocation by the Trustor, and shall use the properties and income derived therefrom exclusively for the non-profit charitable and educational purposes described 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 maintain and administer all literature and intellectual properties of the Fellowship of Narcotics Anonymous in a manner that will help addicts find recovery from the disease of addiction and develop and carry that message of recovery to the addict who still suffers, all in keeping with the Twelve Steps and Twelve Traditions of N.A. and not for profit, personal gain, or any other purpose.

Section 5: No bond required

The Trustor waives the requirement that the Trustee give a bond to secure performance of the Trustee's duties. However, upon any finding of financial impropriety, a bond from that date forward shall be required as necessary to secure the performance of the Trustee.

ARTICLE II: PARTIES TO THE TRUST

The Fellowship of Narcotics Anonymous is the Settlor and the Trustor. The World Service Conference is the Trustee. The World Service Office, Inc., referred to in this document as "Agent," is a service center utilized to carry out administration of the Trust, as outlined in this document. The addicts who still suffer, known or unknown, current member or future member of N.A., as a whole are the Beneficiaries of the Trust.

ARTICLE III: IDENTITY OF TRUST PROPERTY

The Trust Property includes Trustee-approved literature, trademarks, service marks, copyrights, and other intellectual property of the Fellowship, WSC, WSB and WSO, Inc. From time to time, the Trustor may add to, modify, or delete property from the Trust. All additions made to literature, trademarks, service marks, copyrights, and all other intellectual property developed by the Trustee, Trustor, or WSO, Inc., shall be Trustee approved and upon Trustor approval, shall also be considered property subject to this Trust. Trust properties shall not include literature or other intellectual properties developed by N.A. groups, ad hoc committees, or area or regional service committees, unless specific permission and release are given to the Trustee by such groups or committees.

ARTICLE IV: OPERATIONAL RULES

The Fellowship of Narcotics Anonymous and the World Service Conference shall generate Trust Operational Rules, which shall be implemented after Trustor approval. Trust Operational Rules shall be developed under the traditional N.A. service structure, allowing ample input and review, and Trustor approval.

ARTICLE V

Section 1: Trustee's duties

Subject to Trustor direction, 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 applicable federal and state statutes.
2. The Trustee shall follow direction given to it by the Trustor. If the direction would have the effect of modifying the Trust, the Trustee shall also be responsible to modify the Trust to enable the amendment.
3. The Trustee has a duty to administer the Trust solely in the interest of the Beneficiary and the Trustor.

4. The Trustee and its main service center, WSO, Inc., has a duty not to use or deal with Trust Property for any other purpose unconnected with the Trust, nor to take part in any transaction in which the WSO, Inc. has an interest adverse to the Beneficiary or the Trustor.
5. The Trustee has a duty to preserve the Trust Property, as directed by the Trustor.
6. The Trustee has a duty to keep the Trust Property separate from other property that may be available from the WSO, Inc., and to see that the Trust Property and revenue derived therefrom is clearly designated.
7. The Trustee may take reasonable steps to enforce claims that are part of the Trust Property, however, no action against members of the Fellowship unless Fellowship approval.
8. The Trustee may take reasonable steps to defend actions that may result in harm to the Trust Property, and to prosecute actions to protect the Trust Property from infringement by outside parties.

Section 2: Delegation of duties

Except for the day to day activities of the WSO, Inc., 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 administration of the Trust to another entity. 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 and to receive quarterly financial statements and accountings of such Agents.

Section 3: Trustee's standard of care

The Trustee shall administer the Trust in accordance with the 12 Traditions of Narcotics Anonymous, and 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 matter 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 and responsibilities

The Trustee has the following powers: the powers conferred by the Trustor in this Trust Document; the powers conferred by statute, except as limited in the Trust Instrument; and the power to perform acts 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 all obligations established by the Trustor; is at all times directly responsible to the Beneficiaries, in accordance with the Twelve Traditions, and fiduciary obligations.

Under this document, the Trustee has the following Trust obligations:

1. The responsibility to hold Trust Property.
2. The responsibility to receive additions of property to the Trust from the Trustor and its Agents.
3. The responsibility to participate in the operation of the Trust.
4. The responsibility to manage Trust Property under direction from the Trustor, and manage proceeds generated from the sale of Trust Property as directed by the Trustor.
5. The responsibility to insure the Trust Property against damage, loss, or third-party liability.
6. The responsibility, when necessary, to pay, contest, or settle claims against the Trust by compromise, arbitration or otherwise, as specifically directed by the Trustor.
7. The responsibility, when necessary, to release in whole or in part any claim belonging to the Trust, as specifically directed by the Trustor.
8. The responsibility to authorize the Agent to pay taxes, assessments, reasonable compensation of the Agent and its employees, and other expenses incurred in the administration, care, and protection of the Trust.
9. The responsibility to authorize the Agent to hire people, including accountants, attorneys, auditors, investment advisors, or other agents, provided they are not associated or affiliated with the Trustee, to advise or assist the Trustee in the performance of administrative duties, excluding the right to author original literature except solely for the benefit of the Trust and as to be approved by the Trustor.
10. The responsibility to authorize the Agent to execute and deliver all instruments which are needed to accomplish or facilitate the exercise of the powers vested in the Trustee.
11. The responsibility, when directed to do so, to prosecute or defend against outside parties' actions, claims or proceedings for the protection of the Trust Property and of the Trustee in the performance of the Trustee's duties as the specific direction of the Trustor.

Section 5: Indemnification of Trustee by Agent

To the fullest extent permitted by law, the Agent shall indemnify the Trustee and the Agent's directors, officers, employees, and other persons described in Section 523(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding", as that term is used in that code section, and including an action by or in the right of the Trustee, by reason of the fact that the person is or was a person described in that code section. Procedures for the approval of indemnity,

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

The World Service Office, Inc., its directors, officers, employees, and other persons described in Section 523(a) of the California Corporations Code, including persons formerly occupying such position, may not be relieved of liability for breach of this Trust Committee intentionally or with gross negligence, in bad faith, or with reckless indifference to the interests of the Beneficiary and/or the Trustor, or for any illegal act wrongfully or unknowingly consented to by the trustor.

Section 6: Nonpartisan activities by the Trustee and Agent

The Trustee and Agent shall be non-profit and nonpartisan. No part of the activities of the Trustee or its Agent shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the Trustee or its Agents 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, the Fellowship of Narcotics Anonymous as to be described in the Operational Rules.

ARTICLE VII: TERMINATION

This Trust will terminate when any of the followings occurs:

1. The Trust purpose becomes unlawful;
2. The Trust purpose becomes impossible to fulfill; or
3. The Trustor revokes the Trust.

On termination of the Trust, the Trustee continues to have the duties and powers necessary under the circumstances to wind up the affairs of the Trust. On termination of the Trust, the Trust Property is to be maintained as determined by the Trustor. If no such determination or assignment is made, the Trust Property shall be transferred to the Beneficiary.

ARTICLE VII: JURISDICTION

The jurisdiction of proceedings concerning the internal affairs of the Trust rests with the local statutes of its registration.

ARTICLE IX: TRUST REGISTRATION

The Trustee shall register the Trust document with the appropriate state and federal offices, and shall perform all obligations attendant thereto.

ARTICLE X: TRUST PROPERTY REGISTRATION

The Trustee, by its Agent, shall forthwith file with the United States Copyrights Office such registration forms as necessary to amend the registration of all Fellowship literature, trade names and trademarks to reflect the claim of ownership confirmed and settled by this Trust Document.

TRUSTEE:

TRUSTOR:

Chairperson, WSC BOT

AGENT:

Chairperson, WSO, Inc. BOD

NOTE: As many signatures as are required to permit each registered Region of N.A. to approve the Trust Instrument, (by the signature of their RSR acting with "power of attorney" for all groups in their region shall constitute proper approval of this Trust Document. The Trustee's signature and the signature of Agent shall serve as acceptance of the obligation and duties hereunder.

This Proposed Trust Document is a draft approved by the Pure & Simple Area of Narcotics Anonymous on November 8, 1992 after review and revision to the proposed WSO, Inc. Trust Document by an Ad Hoc Intellectual Property Trust Committee.