

Pure & Simple Area
of Narcotics Anonymous
Ad Hoc Fellowship Intellectual Property Trust Committee
Fall 1992
Input & Review

QUESTIONS & CONCERNS

GENERAL INFORMATION

1. Who wrote the proposed Fellowship Intellectual Property Trust Document and when?

(proposed by WSO Board of Trustees, but did WSO attorney actually write it)
2. If attorney for WSO/WSC wrote the proposed Trust, was there an attorney utilized for input on behalf of the Fellowship?

(If not, is the WSO BOT now considering having an attorney retained for the Fellowship interests)
3. Why do we need a written trust document when the literature has currently been placed in trust with the WSC by the members of the Fellowship who participated in the writing of the literature?

(Doesn't the trust document protect the WSO/WSC from the members who actually own the literature?)
(Isn't the literature in public domain and free for all to copy and use for the benefit of the still suffering addict?)
4. Why wasn't the Trust Document submitted to the Fellowship in 1991 for input prior to being placed in the 1992 CAR for a vote?

(Was there input from members of the Fellowship in opposition to the proposals and language of the proposed Trust Document?)

(If so, why wasn't the Fellowship advised?)
5. How much of the input received from the Trust Document Working Group was utilized in the final draft?

(If so, what input was used and what input was discarded)
6. Why was the work of the Trust Document Working Group discontinued?
7. The minutes from the WSC BOT of June 1991 state "the small working group feels that the document is basically ready for Fellowship review". Was this a true statement?

8. Was the proposed Trust advanced with the approval and knowledge of the majority of the working committee?
9. Was the best interest of the Fellowship considered when the proposed Trust Document was put out for approval in 1992?
(Of what benefit was this procedure to the Beneficiaries?)

TRUST DOCUMENT

1. Article I,

Section 2,

Is it the WSC's property to transfer? Isn't the property the fellowship's and/or in public domain.

Section 3,

Why are there no standards set for revocation by the Trustor? (Reference to Operational Rules)

Doesn't incidental expenses and costs of the administration of the Trust need to be defined? (Is payment for individual services restricted or limited?)

Section 5,

Why is the Trustee not required to post a Bond under Article I, Section 5. Is this waiver customary and of what risks does this impose of the Fellowship Property in the event of breach of duty by the Trustee?

2. Article II,

Why is the Trustor the WSC and not the Fellowship?

Why wouldn't the WSC be the Trustee with the WSO, Inc., the agent for the Trustee to administer the duties of the Trustee on a day-to-day basis with full accountability to the parties to the Trust?

Why aren't the still suffering addicts the beneficiaries?

3. Article III,

yes
Here the first sentence acknowledges that it is the property of the Fellowship. Does this include only Conference approved literature? Does this include professionally written literature? Does this include literature written by home groups, areas and regions? Does this include proposed literature? Does this prevent us from using the N.A. logo on a poster or meeting list?

4. Article IV,

The Trust Document does not provide Fellowship review of changes in Operational Rules. How does this benefit the Fellowship? *they have oppor. To Challenge & Revoke*

See Operational Rule. 2

Doesn't this Article allow the WSC and WSO to change the Operational Rules at their will?

5. Article V, Section I, subsection:

yes 1) Does this mean that there are provisions in the Trust that are not in accordance with legal statutes?
If yes, are these contrary provisions enforceable?
If not, why is this disclaimer necessary? Why isn't the Trust Document administered under Federal law?

→ Procedural

2) Will the written directions be available for review by the Fellowship?

3) What happens when there is a dispute between the interest of the beneficiary and the interest of the Trustor?

4) What rights are given to the beneficiary under this document? What does impartial mean and who determines it?

5) How and by whom would an adverse interest be determined?

What standards are going to be utilized. Why wasn't this restriction specified in the operational rules?

6) What does it mean to take, keep control of and preserve the Trust Property?

7) Define what "productive" means. Productive to the special workers and their budget at the WSO or productive to the still suffering addict and the primary purpose.

8) Are Proceeds from the Trust part of the Trust Property?

Where is the answer to this question spelled out in the Trust or Operational Rules?

9) Provide us with an example of what this means.

10) Shouldn't the word "against" be inserted after the word "defend", otherwise this subsection makes no sense. does to prosecute include actions against the Trustor and/or Beneficiary?

does this subsection supercede Article 4 section 3 of the operational rules? or vice versa?

Article V, Section 2;

What acts are considered acts that the Trustee itself can reasonably required to perform as opposed to those acts that the Trustee may delate and who will determine this issue?

Shouldn't the standard of supervision be a higher standard then reasonable since the Trustee is a

fiduciary?

Article V, Section 3;

Why doesn't this state that the Trustee must act under all standards required of a fiduciary as typical in any trust?

Does this standard of care provide any measurable standard? Who is this standard to be compared with?

Article V, Section 4;

What are the powers conferred by statute and by what statutes?

Isn't this rather broad by providing "any act"?

1) To 13) Shouldn't the Operational Rules define and explain and perhaps limit all of these powers?

Article V, Section 5,

This section prohibits loans to beneficiaries, but does not prohibit loans to the Trustee or the Trustor, why? Does this prohibit sale of literature to regions on credit?

Article V, Section 6,

Why isn't this indemnification limited to acts performed by the Trustee pursuant to the Trust Document rather than any act by the Trustee?

Article VI

This provision should be limited by some fixed standards otherwise the Trust is revocable at will.

Article VII

Please provide examples of:

When the purpose is fulfilled;

When the purpose becomes unlawful;

When the purpose becomes impossible to fulfill.

Why don't the beneficiaries have any say in what happens when the Trust terminates?

Article VIII

Should not the Federal Court have jurisdiction over this Trust Document?

Why are you giving California exclusive jurisdiction?

How will this benefit the beneficiary in Maine?

OPERATIONAL RULES

1. Article III, Section 1,

Basically states that WSC has sole authority to create, approve, revise and decommission any and all NA literature. This section does not mention the process of distributing proposed literature or revisions to the Fellowship for review, input and approval. Should we

interpret this to mean that if this instrument is enacted, that process will be eliminated?

4. Article III, Section 4,
Adding, revising and deleting Trust Properties. Is this referring to the manner in which our literature will be created, approved and revised?
5. Article IV, Section 3
Does this supercede Article V Section 1 Paragraph 10 of the Instrument or vice-versa?
6. Article IV, Section 4
Who determines the schedule for reimbursement? Who determines what is necessary in service to the trust? Does Paragraph 2 state that no person shall be paid from the proceeds if the sale of trust property UNLESS there is no other source of money to pay them?

"... for services rendered to or for the trustee in the furtherance of its purposes". It's purposes as a party to this trust or its purposes as WSO, Inc.?
7. Article IV, Section 6
Who will determine what appropriate agreements and arrangements are? What "third parties" did the author have in mind when this was written?
8. Article IV, Section 7
Why does the trustee need to do these things without notice or approval? Do the trustor or the beneficiary have any way to reverse these decisions other than once a year at the WSC Convention? How would agreeing to this condition benefit the beneficiary?
9. Article IV, Section 8
Does any trust property include the content of our literature?
10. Article IV Section 9.2
Isn't this the purpose of the P.I. Subcommittee of the WSC?
11. Article IV, Section 9.4
Who will determine what activities and powers are not in furtherance of Section 9.1 - 9.3?
12. Article IV, Section 10
Auditing. Is the CPA to be independent from the parties of the trust? (If Not) why not? (If so), Why is that not stipulated in the document? Are these audits the type that look at the cancelled checks and receipts and compare them to the books? (If Not) So this CPA (who may or may not be independent) will be able to tell if the WSO's bookkeepers have good basic math skills, but not,

if those books actually reflect the business dealings of the WSO.

13. Article IV, Section 12

Is it very possible then that the other parties of the trust will not have an opportunity to review this report before they are given an opportunity to give the Trustee direction?

14. Article V, Section 1

If use of the name "Narcotics Anonymous" by the fellowship will no longer be allowed according to this document, how should Narcotics Anonymous Groups, meetings, ASC's, RSC's, Group Activities, Area Activities and regional activities identify themselves? How do we identify Narcotics Anonymous Meeting lists?

15. Article V, Section 2

Are the trustee, or the trustor bound to take part in decisions affecting the Trust through the established N.A. Service Structure as described in the most recent NA Service Manual? If yes, Please show where that is stated in this document? If No, How does that benefit the beneficiary?