



W O R L D S E R V I C E O F F I C E

License 3:

Agreement to Publish and Distribute Overeaters Anonymous Literature

Please complete this License Agreement and send to the World Service Office at P.O. Box 44020, Rio Rancho, NM 87174-4020 USA.

A license will not be granted unless a copy of this Agreement is signed by an authorized agent of Overeaters Anonymous, Inc. (OA).

Instructions to complete License:

Paragraph 1. Please enter the current date, month and year, and the name of the service body (region, national/language service board, intergroup) or group (“Licensee”) entering into the License Agreement (if the group doesn’t have a name, please enter the group number).

Paragraph 2. Please enter the name of the Work the Licensee seeks to license.

Paragraph 4. The twenty (20) year term is calculated from the date on which Licensor signs the Agreement (Effective Date).

Provide the signature of an authorized person signing on behalf of the Licensee, the date of signing, and the name of the Licensee. The Licensee address, phone and email should be included after the signature line on page 4.

Complete Attachment A : Request for Permission to Use the Overeaters Anonymous Logo on the Work (pages 5-7).

AGREEMENT TO PUBLISH AND DISTRIBUTE

1. This Agreement is made the _____ day of _____, 20____, by and between Overeaters Anonymous, Inc. (“Licensor”) and _____ (“Licensee”), hereinafter the “Parties”.

For good and valuable consideration, the Parties hereby agree:

2. Work. Licensee seeks permission from Licensor to publish and distribute an OA publication entitled _____, herein known as the “Work,” in _____ (language).

Licensee will make all changes to Work as requested by Licensor during the term of this agreement.

3. License. Licensor hereby grants to Licensee for the Term the non-exclusive right to publish and distribute the Work.

4. Term. The term of this agreement is for twenty (20) years from the date of the last signature, (Effective Date).

5. Markings. Licensee agrees that any Work published and distributed will be marked with the following:

“Translated and reprinted from _____ (English name of document and item number), the edition with the copyright date (latest copyright date of English version), Copyright © _____ (date of translation) of the _____ (language of translation) version, Overeaters Anonymous, Inc. World Service Office, 6075 Zenith Court NE, Rio Rancho, NM 87144. Mail address is: P.O. Box 44020, Rio Rancho, NM 87174-4020, (505) 891-2664, USA. With the permission of OVEREATERS ANONYMOUS, INC. All rights reserved. No part of this publication may be reproduced in any form without the prior written consent of OVEREATERS ANONYMOUS, INC.”

6. Copy. Licensee will provide to Licensor two (2) copies of the published work intended for distribution.

7. Royalty. For the rights granted by Licensor, Licensee agrees to pay to Licensor a royalty calculated as follows:

10% of Net Income from the sale of licensed Work. Royalties shall be due and payable thirty (30) days after the first and each successive anniversary of the Effective Date of this Agreement. Net Income is defined as the excess of the selling price of goods over their direct cost. The remaining Net Income the Licensee derives directly or indirectly from sale, distribution or other disposition of the Final Translation will be used exclusively for the not-for-profit purposes for which the Licensee was organized.

8. Reporting. Licensee will provide to Licensor upon Licensor's request a written statement of the Royalties due to Licensor with respect to the Work sold. Licensor will not be entitled to a written statement more often than once a year, if requested at all.

9. Trademark. Licensee agrees to make all Licensed Works with the OA logo. Licensor grants to Licensee the right to use the OA Mark shown in the examples in Attachment A on all Licensed Works. Licensee agrees to complete the attached Permission to Use the OA Logo form (Attachment A) and to:

- 1) insert the Licensee's name on the line immediately below the mark as shown on the form;
- 2) not make any alteration of the mark; and
- 3) use the mark only in accordance with guidance and directions, with respect to quality and marking, furnished to license.

10. Termination. Licensor may terminate this Agreement at any time upon thirty (30) days written notice without cause, or immediately upon breach by Licensee of any clause of this Agreement. Upon termination, Licensee shall turn over all copies of the Work to Licensor.

11. Assignment. Licensee may not assign this Agreement or grant any rights

thereunder, without prior written consent of OVEREATERS ANONYMOUS, INC.

12. Law. The Parties to this Agreement understand that this Agreement will be governed and construed under the laws of the State of New Mexico and the United States of America, and the Parties consent to the jurisdiction of the State and Federal Court located in the State of New Mexico USA, and waive any defense to any such jurisdiction.

13. Signature. This Agreement may be executed by a party signing an original and providing a copy of the original to the other party via facsimile (fax) transmission or mailing an original to the other party. The original or facsimile (faxed) signature of the parties indicated below shall be binding on the Parties.

The Parties have executed this Agreement as of the date of signing of Overeaters Anonymous, Inc.

_____ [Licensee Name]

By: _____ [Signature]

Date: _____

Address:

Phone/Fax/Email:

OVEREATERS ANONYMOUS, INC.

By: _____ [Signature]

Naomi Lippel, Managing Director

Date: _____



World Service Office
PO Box 44020 • Rio Rancho NM 87144
Tel: (505) 891-2664 • Fax: (505) 891-4320
Email: info@oa.org • Web: www.oa.org

ATTACHMENT A

REQUEST FOR PERMISSION TO USE THE OVEREATERS ANONYMOUS LOGO ON THE WORK

Please complete and sign this request form and mail or fax it to the World Service Office of Overeaters Anonymous. Email applications will not be accepted. Permission is effective only when the form is signed by the Corporate Secretary of Overeaters Anonymous, Inc. and returned to the Licensee.

Date: _____

Permission is requested by the undersigned Licensee to use the Overeaters Anonymous logo(s), sometimes referred to herein as trademark(s), on the Work as defined in clause 2 of this Agreement.

A sample of the trademark that the Licensee intends to use or a copy of the material on which the trademark appears must accompany this form. An electronic file of the federally registered trademark(s) is available upon request from the World Service Office. Examples of approved trademarks (also referred to herein as logos) are provided below:

OA[®]

OVEREATERS ANONYMOUS[®]



When using the OA trademark, the Licensee agrees to adhere to the following policies:

Board Policies

“The Fellowship shall refrain from modifying the OA logo.” [BOT, 3/19/82]

“Overeaters Anonymous, Inc. will permit the use of its logo in connection with official OA business of any group or service body of OA, provided that any material upon which the logo will be affixed includes the name of the service body (to distinguish such material from the materials of Overeaters Anonymous, Inc.), and provided that any such material must be submitted in advance to the Corporate Secretary for approval. OA reserves the right to rescind any such permission given to use its logo, at any time, upon notice to any such service body.” [BOT, 5/1/92]

Corporate Policies

1. Except as herein provided, to make no adaptation or changes of the trademark without the prior written consent of Overeaters Anonymous, Inc.
2. To use the trademark only in the above mentioned manner.
3. To include the registration symbol (®) as part of the OA trademark(s).
4. To include on the line immediately below the trademark the name of the service body that is using the trademark, thereby creating a customized trademark. For example:

OA[®]
LICENSEE NAME



Overeaters Anonymous[®]
LICENSEE NAME



The customized trademark should appear on the Work.

5. Licensee will send to Overeaters Anonymous, Inc., one (1) sample depicting the customized trademark that the Licensee intends to place on the Work or the first such use of the customized trademark as it appears on the work (or a photocopy thereof) on or before publication and/or distribution of the work.
6. Permission to use the customized trademark is for the life of the accompanying Agreement to Publish and Distribute Overeaters Anonymous Literature.
7. We understand and agree that OVEREATERS ANONYMOUS, INC., may terminate the permission at any time upon thirty (30) days notice without cause and immediately if we fail to comply with any term or condition hereof. Upon termination of the permission, we shall immediately discontinue further printing of the trademark. However, we shall have an additional period of six (6) months from the time the permission terminates within which to dispose of any copies of the trademark that we printed prior to such expiration unless the termination of permission is caused by our violation of any provisions of this permission, in which event, we shall be prohibited from disposing of any additional copies of the trademark. In the event that a service body is no longer registered with the WSO, permission to use the logo ceases immediately.
8. We understand that this agreement will be governed and construed under the laws of the State of New Mexico and the United States of America, and we consent to the jurisdiction of the State and Federal Court located in the State of New Mexico USA, and waive any defense to any such jurisdiction.

Signature of Licensee: _____

Print Licensee's name: _____

Mailing Address: _____

Phone/Fax: _____

Email: _____

Permission granted

Permission denied. Licensee is invited to resubmit the customized trademark with the following changes.

OVEREATERS ANONYMOUS, INC.

By: _____ Date: _____

Managing Director