

AGREEMENT TO PUBLISH / DISTRIBUTE OA LITERATURE

For WSO Use Only: _____ (language/country)

_____ (# and title of work)



License 2:

Agreement to Publish and Distribute Overeaters Anonymous Literature

Please complete this License Agreement and send it to the World Service Office. Email it to info@oa.org or mail a hardcopy to: OA World Service Office, PO Box 44727, Rio Rancho, NM 87174-4727 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. Enter the current day, month, and year. Enter the name of the “Licensee” — the service body (region, service board, intergroup) or group — entering into this License Agreement.

Paragraph 2. Enter the title of the OA publication the Licensee seeks to license for publication and distribution. Enter the language of translation and the date License 1 was granted for this literature.

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

Paragraph 5. Complete this paragraph by entering the copyright information requested.

Paragraph 13. Provide the signature and name of an authorized person signing on behalf of the Licensee (“Signatory”) and the date of signing (page 4). After the signature line, include Licensee’s name, OA registration number, address, phone number, and email (page 5).

Complete the **Request for Permission to Use the Overeaters Anonymous Logo on an OA publication** (pages 6–9). Submit example of Licensee’s customized logo (page 9).

AGREEMENT TO PUBLISH / DISTRIBUTE OA LITERATURE

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. OA Publication. Licensee seeks permission from Licensor to publish and distribute an OA
publication entitled _____ into
_____. (language).

Licensee agrees this License 2 Agreement is for the publication and distribution of the translation
named in its License 1 Agreement to Translate and Validate Overeaters Anonymous Literature, signed
and dated by Overeaters Anonymous on:
_____ (date).

Licensee will make all changes to OA publication 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 translated, validated OA publication, except that posting an OA publication to social
digital media or websites is not permitted under this License Agreement, even if the posting is only
temporarily available to the social media site or website.

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 OA publication published and distributed will be marked with the
following:
“Translated and reprinted from _____
[Title, latest copyright date of English version, and item number], Copyright © _____ [year of
translation] of the _____ [language of translation] version, Overeaters

AGREEMENT TO PUBLISH / DISTRIBUTE OA LITERATURE

Anonymous, Inc. World Service Office, 6075 Zenith Court NE, Rio Rancho, NM 87144 USA.
Mail address: PO Box 44727, Rio Rancho, NM 87174-4727 USA. Telephone: 1-505-891-2664.
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.”

For excerpts from A.A.W.S. literature including *Alcoholics Anonymous, Fourth Edition*, Licensee will add “reprinted with permission of Alcoholics Anonymous World Services, Inc. (“A.A.W.S.”). Permission to reprint these excerpts does not mean that A.A.W.S. has reviewed or approved the contents of this publication, or that A.A.W.S. necessarily agrees with the views expressed herein. A.A. is a program of recovery from alcoholism only—use of these excerpts in connection with programs and activities which are patterned after A.A., but which address other problems, or in any other non-A.A. context, does not imply otherwise.”

6. Copies. Licensee will provide to Licensor one (1) printed copy and one (1) electronic copy of the published translated OA publication. Electronic copy can be in PDF or text format.
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 OA publication. 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 OA publication 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 mark all Licensed OA publications with the OA logo. Licensor grants to Licensee the right to use a customized OA trademark as shown in the examples on page 7 on all Licensed OA publications. All translations of OA literature must be marked with an approved OA logo customized with the service body or group name. Licensee agrees to complete the Permission to Use the OA Logo form on pages 6–9 and to:

AGREEMENT TO PUBLISH / DISTRIBUTE OA LITERATURE

- a. insert Licensee’s name on the line immediately below the mark as shown on the form;
- b. not make any alteration of the mark; and
- c. use the mark only in accordance with guidance and directions, with respect to quality and marking, furnished to Licensee.

10. Termination. Licensors 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 OA publication to Licensors.

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. Signatures. This Agreement may be initiated by the Licensee signing and providing a signed copy to the Word Service Office by email or mail. The Licensee’s and Managing Director’s signatures (original or electronic) are binding. Agreement is executed as of the date of signing by Overeaters Anonymous, Inc.

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

Signed by:

_____ [Signatory for Licensee]

Print name:

_____ [Signatory for Licensee]

Date: _____

AGREEMENT TO PUBLISH / DISTRIBUTE OA LITERATURE

On behalf of:

_____ [Licensee Name]

Service Body or Group registration number:

Address:

Phone/Email:

OVEREATERS ANONYMOUS[®], INC.

By: _____ [Signature/Date]
Managing Director, World Service Office

Overeaters Anonymous[®]
World Service Office
PO Box 44727 • Rio Rancho, NM 87174-4727 USA
Tel: 1-505-891-2664
info@oa.org • oa.org
Rev. 8/22

**REQUEST FOR PERMISSION TO USE THE OVEREATERS ANONYMOUS LOGO
ON AN OA PUBLICATION**

Complete and sign this request form and email or mail it to the World Service Office of Overeaters Anonymous. 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 OA publication as defined in clause 2 of this accompanying License 2 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

Permission will not be granted to modify the OA logo. [BOT, 3/19/82]

“Overeaters Anonymous, Inc. will grant permission for the use of the OA 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 group or 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, LICENSEE LOCATION



The customized trademark should appear on the OA publication.

5. Licensee will send to Overeaters Anonymous, Inc. one (1) sample depicting the customized trademark that the Licensee intends to place on the OA publication or the first such use of the customized trademark as it appears on the OA publication (or a photocopy thereof), on or before publication and/or distribution of the OA publication.
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.
9. Signature. This Agreement may be initiated by the Licensee signing and providing a signed copy to the World Service Office by email or mail. The Licensee's and Managing Director's signatures (original or electronic) are binding. Agreement is executed as of the date of signing of Overeaters Anonymous, Inc.

Signed by:

_____ [Signatory for Licensee]

Print name:

_____ [Signatory for Licensee]

Date: _____

On behalf of:

_____ [Licensee Name]

Service Body or Group registration number:

Address:

Phone/Email:

Permission granted

Permission denied

(Licensee is invited to resubmit the customized trademark with specified changes.)

OVEREATERS ANONYMOUS[®], INC.

By: _____ [Signature/Date]

Managing Director/Corporate Secretary, World Service Office

Overeaters Anonymous[®]
World Service Office
PO Box 44727 • Rio Rancho, NM 87174-4727
USA Tel: 1-505-891-2664
info@oa.org • www.oa.org

Rev. 8/22

Submit a sample of your service body's approved logo or use the images below to create a customized logo mark. (See page 7 for examples.)

*All licensed OA publications must display a customized, approved logo mark.
[See Lic. 2, clause 9 'Trademark.']*

*Your service body's name **must** appear; any contact information is optional.*

