

CO-DEPENDENTS ANONYMOUS PUBLICATIONS TRANSLATION AGREEMENT

I. GENERAL

- A. This Translation Copyright License Agreement (Agreement) is entered into between Co-Dependents Anonymous, Inc., an Arizona Corporation located at P.O. Box 33577, Phoenix, AZ 85067 (LICENSOR) and Associação Junta de Curadores de Serviços Gerais de CoDependentes B. Anônimos do Brasil – JUNCODAB, located at Caixa Postal 193 (P.O.Box 193), São Paulo, SP, 01031-970, Brazil (LICENSEE), on October 1st, 2011.
- C. This Agreement governs, among other things, LICENSEE's translation of LICENSOR'S copyrighted publications, the list of which publications to be translated under this agreement is attached as Exhibit A to this agreement ("Licensed Materials").

II. GRANT

- A. Upon the terms and conditions set forth in this Agreement, LICENSOR grants to LICENSEE a non-royalty bearing (no payments required), nonexclusive right, license, and privilege to make a translation of the Licensed Materials into Brazilian Portuguese language.
- B. The license hereby granted extends only to the person of LICENSEE and not to any organization, employee, relative, or immediate family member of LICENSEE. LICENSEE agrees to not distribute the Licensed Materials or any translation thereof to any other individual, organization, or governmental body or department.
- C. This Agreement does not restrict or limit LICENSOR's rights to utilize the Licensed Materials in any manner whatsoever.
- D. Title to any and all translations of the Licensed Materials vests in LICENSOR upon the fixing of such translations in a tangible medium of expression. LICENSEE agrees to execute a confirmatory assignment of any and all translations created upon request of LICENSOR. The confirmatory assignment shall be substantially in the form of Exhibit B – "Copyright Assignment" or in such other form satisfactory to LICENSOR. LICENSEE further agrees to convey the signed assignments to LICENSOR. All translations shall become the exclusive property of LICENSOR, and LICENSEE shall be deemed to have assigned and relinquished all rights, title and interest in and to such translations by virtue of this Section under U.S. law, the law of the country(ies) of LICENSEE'S residence and citizenship/nationality, and the Berne Convention for the Protection of Literary and Artistic Works by virtue of undertaking the translation of the Licensed Materials. Furthermore, LICENSEE agrees to testify in all legal proceedings, sign all lawful papers, and otherwise perform all acts necessary or appropriate to enable LICENSOR and its successors and assigns to obtain and enforce all available legal protections for all such translations of the Licensed Materials in all countries, at LICENSOR'S expense.

- E. The term of the license granted hereunder is for the period of time required to complete the translation of the Licensed Materials, and terminates automatically upon delivery of the completed translations to LICENSOR.

III. POLICING

- A. LICENSEE shall promptly notify LICENSOR in writing in the event it becomes aware of any third party infringing, misusing, diluting, derogating, or otherwise violating LICENSOR's rights in the Licensed Materials.

IV. ASSIGNMENT & SUBLICENSING

- A. LICENSEE shall not assign, sublicense, or otherwise transfer any rights granted under this agreement without the prior written consent of LICENSOR.

V. TERMINATION AND EXPIRATION

- A. For purposes of this Agreement, the term "Default" shall mean the failure of LICENSEE to fully and timely perform any of its obligations under this agreement which failure continues for thirty (30) days after written notice to LICENSEE from LICENSOR reasonably specifying such failure;
- B. The license granted to LICENSEE under this Agreement together with any and all rights of LICENSEE shall terminate ("Termination") upon the first of: (1) a date of Termination given in a written notice by LICENSOR to LICENSEE following a Default, but in no event sooner than thirty (30) days following the Default; (2) the end of the Term in Section II.E of this Agreement; (3) upon a date of Termination given in a written notice by LICENSEE to LICENSOR following receipt by LICENSOR of all Licensed Materials provided to LICENSEE.
- C. Upon Termination, LICENSEE agrees to return all Licensed Materials received from LICENSOR and to destroy all completed and partially completed translations of the Licensed Materials within 15 days of Termination.
- D. Notwithstanding any Termination, the obligations of LICENSEE set forth herein shall survive this Agreement and shall remain in full force and effect in accordance with their respective terms, without modification, limitation or impairment of any kind.

VI. WARRANTIES

- A. LICENSOR warrants that it is the owner by assignment or the licensee of the works of authorship comprising the Licensed Materials. LICENSOR agrees to indemnify and hold harmless LICENSEE, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs

and expenses (including reasonable attorneys' fee), arising out of or in any way connected with any breach of any representation or warranty made by LICENSOR herein.

VII. CHOICE OF LAW AND FORUM

A. The terms of this Agreement shall be governed and construed in accordance with the laws of the State of Arizona, without giving effect to its conflict of law principles. Any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Maricopa County, Arizona. The parties consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

VIII. INTEGRATION

A. This Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between them, oral or written. The parties acknowledge that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party, person or entity whatsoever, prior to the execution of this Agreement.

In WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

**Co-Dependents Anonymous by an Authorized
Member of the Translation Management
Committee**
(LICENSOR Name)

**Associação Junta de Curadores de Serviços
Gerais de CoDependentes Anônimos do Brasil
– JUNCODAB**
(LICENSEE Name)



(LICENSOR Signature)

(LICENSEE Signature)

By: _____

By: Silbeni M. Martins & Heloiza H. P. Menezes

Title: _____

Title: President and Trustee of CoDA Brazil

Date: October 1st, 2011

Date: October 1st, 2011

Exhibit A

List of Publications to be Translated

1. CoDA In This Moment Book _____
2. The Great Book of CoDA _____

**Co-Dependents Anonymous by an Authorized
Member of the Translation Management
Committee**

(LICENSOR Name)

**Associação Junta de Curadores de Serviços
Gerais de CoDependentes Anônimos do Brasil
– JUNCODAB**

(LICENSEE Name)



(LICENSOR Signature)

(LICENSEE Signature)

By: _____

By: Silbeni M. Martins & Heloiza H. P. Menezes

Title: _____

Title: President and Trustee of CoDA Brazil

Date: October 1st, 2011

Date: October 1st, 2011

Exhibit B

COPYRIGHT ASSIGNMENT

A. **THIS ASSIGNMENT** (“Assignment”) is made by and between Associação Junta de Curadores de Serviços Gerais de CoDependentes Anônimos do Brasil – JUNCODAB, located at Caixa Postal 193 (P.O.Box 193), São Paulo, SP, 01031-970, Brazil (ASSIGNOR) and Co-Dependents Anonymous, Inc., an Arizona Corporation located at P.O. Box 33577, Phoenix, AZ 85067 (ASSIGNEE).

WHEREAS, Assignor created a translation of the work(s) of authorship entitled CoDA In This Moment Book (“the Copyright(s)”) and acknowledged that Assignee is the owner of an undivided whole interest in the Copyright(s), including all rights throughout the world, including translation thereof, and warrants that Assignor creating the translation of the Copyright(s) is a national of domiciled in the country set forth above;

WHEREAS, Assignee desires to acquire an undivided whole interest in the Assignor’s right, title and interest, if any, in the translation of the Copyright(s) in all countries;

NOW, THEREFORE, for the consideration of USD \$10.00 and the opportunity to perform the translation, the adequacy of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its legal representatives, successors and assigns, all of Assignor’s right, title and interest in and to the Copyrights, as well as any registrations and copyright registration applications relating thereto, along with the right to secure renewals, reissues, and extensions of the Copyright(s); all works based upon, derived from, or incorporating the Copyright(s); all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights; and all rights corresponding to the foregoing throughout the world. Without additional consideration, Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designee the rights assigned herein.

Executed this 1st day of October, 2011 at _____

(City, State, Country)

By: _____