

Exhibit 6.2.2

COPYRIGHT ASSIGNMENT

THIS ASSIGNMENT (“Assignment”) is made by and between _____, a resident of _____, residing at _____ a national of _____, (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 _____ (“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 _____ day of _____, 20____ at _____

(City, State, Country)

By: _____

**LIMITED NON-ROYALTY BEARING PUBLICATION AND DISTRIBUTION COPYRIGHT
AND TRADEMARK LICENSE AGREEMENT**

I. GENERAL

- A. This Publication and Distribution Copyright and Trademark 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 each individual (LICENSEE) listed below residing in _____ (Country) on _____ (the “Effective Date”).
- B. This Agreement governs, among other things, each LICENSEE’s publication and distribution 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”). This Agreement also governs each LICENSEE’S use of “CODA,” U.S. Reg. No. 1,671,038; “CODA,” U.S. Reg. No. 4,058,982; “CODA Logo,” U.S. Reg. No. 1,672,568; “CO-DEPENDENTS ANONYMOUS,” U.S. Reg. No. 4,015,664; “CODA,” International TM Reg. No. 1070898; “CO-DEPENDENTS ANONYMOUS,” International TM Reg. No. 1070327; “CO-DEPENDENTS ANONYMOUS,” Canada TM Reg. No. TMA849218; “CODA,” European Union TM Reg. No. 1070898; “CODA,” Norway TM Reg. No. 1070898; “CODA,” Japan TM Reg. No. 1070898; “CO-DEPENDENTS ANONYMOUS,” European Union TM Reg. No. 1070327; “CO-DEPENDENTS ANONYMOUS,” Japan TM Reg. No. 1070327; “CODA,” Mexico TM App. No. 1334217; “CODA,” Mexico TM App. No. 1355797, and all other related or similar registered trademarks and pending trademark applications throughout the world owned by LICENSOR (collectively, the MARKS). By signing below, each LICENSEE acknowledges that LICENSOR has been using the MARKS in commerce in the country(ies) in which each LICENSEE is located and that any use by any LICENSEE of the MARKS under this Agreement inures to the benefit of LICENSOR.

II. GRANT

- A. Upon the terms and conditions set forth in this Agreement, LICENSOR grants to each LICENSEE a non-royalty bearing, nonexclusive right, license, and privilege to copy, publish, and distribute copies of the Licensed Materials in paper form only. The list of LICENSOR’S publications covered by this Agreement is set forth in Exhibit A. LICENSOR also grants to LICENSEE a limited right, license, and privilege to affix the MARKS to the copies of the Licensed Materials made under this Agreement.
- B. The license hereby granted extends only to each LICENSEE and not to any person, affiliated organization, employee, relative, or immediate family member of any LICENSEE other than organizations and/or individuals which LICENSEE has contracted with to carry out

the printing of the Licensed Materials. The license of the MARKS provides only the right to affix the marks to the list of publications set forth in Exhibit A and no other rights.

- C. This Agreement does not restrict or limit LICENSOR's rights to utilize the Licensed Materials or the MARKS in any manner whatsoever.
- D. Title to the Licensed Materials and the MARKS remains in LICENSOR and nothing in this Agreement should be construed as conveying any interest in the Licensed Materials or the MARKS to any LICENSEE or any third party. No LICENSEE is granted rights to translate or create any derivative works of the Licensed Materials by virtue of this Agreement.
- E. The term of the license granted hereunder is for a period of one year from the Effective Date of this Agreement. As to each LICENSEE, if that LICENSEE does not obtain a Publication Renewal Authorization in the form set forth in Exhibit B from the Translation Management Committee of LICENSOR, executed by LICENSOR, and if that LICENSEE does not execute and return the Publication Renewal Authorization to LICENSOR within a year from the Effective Date, this Agreement will terminate one year from the Effective Date.
- F. LICENSEE agrees to provide a report annually of total sales as well as sales of each of the individual publications listed in Exhibit A. The report shall contain the number of documents sold for each publication as well as total gross revenue of sales (minus shipping and handling) for all publications.

III. **QUALITY CONTROL**

- A. Each LICENSEE acknowledges that the MARKS have come to signify a high level of quality to the purchasing public. The parties further agree that it is important to each party and to the purchasing public that the goodwill in the MARKS be retained and enhanced, and that the provision of quality products and services under the MARKS is the essence of this Agreement.
- B. Each LICENSEE agrees to maintain at all times a consistent level of quality of products and services provided to end users (hereinafter referred to as "Acceptable Level of Quality") under the MARKS. This level of quality shall be mutually agreed upon between LICENSOR and each LICENSEE.
- C. LICENSOR shall have the right at any time to conduct during regular business hours an examination of the treatment, products, and services offered by each LICENSEE to ensure they meet the Acceptable Level of Quality. If at any time LICENSOR determines that any LICENSEE's products or services fail to be of the Acceptable Level of Quality, LICENSOR shall notify that LICENSEE and that LICENSEE shall make such changes as mutually agreed.

IV. MARKING

A. Each LICENSEE shall comply with reasonable conditions set forth in writing from time to time by LICENSOR with respect to style, appearance, and manner of use of the MARKS being affixed. Each LICENSEE shall always use the ™ or ® symbol in connection with the corresponding one of the MARKS being used to indicate that trademark rights are being asserted by its use. Upon receiving notice from LICENSOR that LICENSOR'S application for registration has matured into a registration, each LICENSEE shall promptly change the symbol associated with the mark to the ® symbol. Upon notification by LICENSOR that use of either symbol is missing, incorrect or unacceptable, each LICENSEE shall promptly correct its use. In addition, each LICENSEE agrees to affix all copyright notices provided by LICENSOR on all copies of each of the Licensed Products published and distributed by that LICENSEE.

V. POLICING

A. Each 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 Products and the MARKS.

VI. ASSIGNMENT & SUBLICENSING

A. No LICENSEE shall assign, sublicense, or otherwise transfer any rights granted under this agreement without the prior written consent of LICENSOR.

VII. TERMINATION AND EXPIRATION

A. For purposes of this Agreement, the term "Default" shall mean the failure of a LICENSEE to fully and timely perform any of its obligations under this agreement (including the failure to provide annual reports of sales, or properly affix the MARKS), which failure continues for thirty (30) days after written notice to that LICENSEE from LICENSOR reasonably specifying such failure;

B. The license granted to each LICENSEE under this Agreement together with any and all rights of that LICENSEE shall terminate ("Termination") upon the first of: (1) a date of Termination given in a written notice by LICENSOR to that LICENSEE following a Default, but in no event sooner than sixty (60) 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 that LICENSEE to LICENSOR following receipt by LICENSOR of all Licensed Materials provided to that LICENSEE.

C. Notwithstanding any Termination, the obligations of each 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.

VIII. **WARRANTIES**

A. LICENSOR warrants that it is the owner by assignment or the licensee of the works of authorship comprising the Licensed Materials and the owner of the MARKS. LICENSOR agrees to indemnify and hold harmless each LICENSEE and 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' fees), arising out of or in any way connected with any breach of any representation or warranty made by LICENSOR herein.

IX. **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.

X. **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.

Codependents Anonymous Inc. Board Officer 1

Name

Signature

Title

Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2

Name

Signature

Title

Date in YYYY-MM-DD format

LICENSEE1

Full legal name

Signature

Address

Address

Date in YYYY-MM-DD format

LICENSEE2

Full legal name

Signature

Address

Address

Date in YYYY-MM-DD format

Exhibit A

LIST OF PUBLICATIONS

1. _____
2. _____

Codependents Anonymous Inc. Board Officer 1

Name

Signature

Title

Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2

Name

Signature

Title

Date in YYYY-MM-DD format

LICENSEE1

Full legal name

Signature

Address

Address

Date in YYYY-MM-DD format

LICENSEE2

Full legal name

Signature

Address

Address

Date in YYYY-MM-DD format

Exhibit B

Publication Renewal Authorization

In reference to the Limited Non-Royalty Bearing Publication and Distribution Copyright and Trademark License Agreement between LICENSOR and each LICENSEE listed below, effective _____, each LICENSEE has permission to continue the exercise of the granted rights under the Agreement with respect to the list of publications set forth in Exhibit A for one year from the date of execution by all parties of this Exhibit.

Codependents Anonymous Inc. Board Officer 1

Name

Signature

Title

Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2

Name

Signature

Title

Date in YYYY-MM-DD format

LICENSEE1

Full legal name

Signature

Address

Address

Date in YYYY-MM-DD format

LICENSEE2

Full legal name

Signature

Address

Address

Date in YYYY-MM-DD format

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 _____, a resident(s) of _____(Country)_____, residing at _____ (LICENSEE(s)), on _____ (the "Effective Date").

B. This Agreement governs, among other things, LICENSEE(s)'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(s) a non-royalty bearing (no payments required), nonexclusive right, license, and privilege to make a translation of the Licensed Materials into _____ language.

B. The license hereby granted extends only to the person(s) of LICENSEE(s) and not to any organization, employee, relative, or immediate family member of LICENSEE(s). LICENSEE(s) 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(s) 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(s) further agrees to convey the signed assignments to LICENSOR. All translations shall become the exclusive property of LICENSOR, and LICENSEE(s) 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)'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(s) 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(s) 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(s) 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(s) to fully and timely perform any of its obligations under this agreement which failure continues for thirty (30) days after written notice to LICENSEE(s) from LICENSOR reasonably specifying such failure;
- B. The license granted to LICENSEE(s) under this Agreement together with any and all rights of LICENSEE(s) shall terminate ("Termination") upon the first of: (1) a date of Termination given in a written notice by LICENSOR to LICENSEE(s) 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(s) to LICENSOR following receipt by LICENSOR of all Licensed Materials provided to LICENSEE(s).
- C. Upon Termination, LICENSEE(s) agrees to return all Licensed Materials received from LICENSOR to LICENSOR. By 5 days following Termination, LICENSEE(s) agrees to provide LICENSOR with a copy of the translation(s) of the Licensed Materials that existed at the date of Termination. LICENSEE(s) further agrees to subsequently destroy all completed and partially completed translations of the Licensed Materials within 15 days of Termination.
- D. Notwithstanding any Termination, the obligations of LICENSEE(s) 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(s), his or her successors and assigns 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.

Codependents Anonymous Inc. Board Officer 1

LICENSEE 1

Name

Name

Signature

Signature

Title

Title (optional)

Date

Date

Codependents Anonymous Inc. Board Officer 2

LICENSEE 2

Name

Signature

Title

Date

Name

Signature

Title (optional)

Date

LICENSEE 3

Name

Signature

Title (optional)

Date in YYYY-MM-DD format

(NOTE: If there are more than 3 translators copy the Licensee 3 signature section above and change the number to the correct number for each)

Exhibit A

List of Publications to be Translated

1. _____
2. _____

Codependents Anonymous Inc. Board Officer 1

LICENSEE 1

Name

Name

Signature

Signature

Title

Title (optional)

Date

Date

Codependents Anonymous Inc. Board Officer 2

LICENSEE 2

Name

Name

Signature

Signature

Title

Title (optional)

Date

Date

LICENSEE 3

Name

Signature

Title (optional)

Date in YYYY-MM-DD format

(NOTE: If there are more than 3 translators copy the Licensee 3 signature section above and change the number to the correct number for each)

Exhibit B

COPYRIGHT ASSIGNMENT

THIS ASSIGNMENT (“Assignment”) is made by and between _____, a resident of _____, residing at _____ a national of _____, (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 _____ (“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 _____ day of _____, 20____ at _____

(City, State, Country)

By: _____

CO-DEPENDENTS ANONYMOUS WEBSITE TRADEMARK LICENSE AGREEMENT

I. GENERAL

- A. This Website Trademark 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 _____, a Community/Intergroup/Voting Entity located in _____(Country)_____, residing/located at _____ (LICENSEE), on _____ (the “Effective Date”).
- B. This Agreement governs, among other things, LICENSEE’s use of “CODA,” U.S. Reg. No. 1,671,038 (CODA1); “CODA,” U.S. Ser. No. 85/224,844 (CODA2); “CODA Logo,” U.S. Reg. No. 1,672,568 (CODA Logo); “CO-DEPENDENTS ANONYMOUS,” U.S. Ser. No. 85/224,882 (CO-DEPENDENTS ANONYMOUS); International Registration No. 1070898 for “CODA” and International Registration No. 1070327 for “CO-DEPENDENTS ANONYMOUS; and all other related or similar registered trademarks and pending trademark applications throughout the world owned by LICENSOR (collectively, the MARKS). By signing below, LICENSEE acknowledges that LICENSOR has been using the MARKS in commerce in the country(ies) in which LICENSEE is located and that any use by LICENSEE of the MARKS under this Agreement inures to the benefit of LICENSOR.

II. GRANT

- A. Upon the terms and conditions set forth in this Agreement, LICENSOR grants to LICENSEE a non-royalty bearing, nonexclusive right, license, and privilege to display the MARKS in the content of a website resolving to a domain name approved by LICENSOR. If approved in writing by LICENSOR, this license includes the right to open and operate an account/page including content using one or more of the MARKS on a social media website (Facebook, Twitter, etc.)
- B. The license hereby granted extends only to LICENSEE’S organization/Voting Entity and applies to use on a website only. This license is for the MARKS only and does not include a license in any form of any of the copyrights held by LICENSOR; according, LICENSEE has no rights by virtue of this agreement to post of the website or social media site in electronic form any copies of or derivative works of LICENSOR’S copyrighted works of authorship.
- C. This Agreement does not restrict or limit LICENSOR’s rights to utilize the MARKS in any manner whatsoever.
- D. The term of the license granted hereunder is for a period of one year from the Effective Date of this Agreement. This Agreement will automatically renew for additional one year periods subject to the termination provisions set forth herein.

III. QUALITY CONTROL

- A. The LICENSEE acknowledges that the MARKS have come to signify a high level of quality to the purchasing/participating public. The parties further agree that it is important to both parties and to the purchasing public that the goodwill in the MARKS be retained and enhanced, and that the use of quality products and services under the MARKS is the essence of this Agreement.
- B. LICENSEE agrees to maintain at all times a consistent level of quality of treatment, products, and services provided to end users (hereinafter referred to as “Acceptable Level of Quality”) under the MARKS. This level of quality shall be consistent with, and shall not be inferior to, the level of quality maintained by LICENSOR and its affiliates. LICENSEE agrees to ensure that all postings visible on the website are in harmony with the principles established in The Twelve Traditions and agrees to immediately remove communications or postings that are abusive, profane, racist, obscene, or otherwise inconsistent with The Twelve Traditions.
- C. LICENSOR shall have the right at any time to conduct during regular business hours an examination of the treatment, products, and services offered by LICENSEE to ensure they meet an Acceptable Level of Quality and include appropriate uses of the MARKS. If at any time LICENSOR determines that LICENSEE’s treatment, products, or services fail to be of an Acceptable Level of Quality, LICENSOR shall notify LICENSEE and LICENSEE shall make such changes as are required to obtain an Acceptable Level of Quality.

IV. MARKING

- A. LICENSEE shall comply with reasonable conditions set forth in writing from time to time by LICENSOR with respect to style, appearance, and manner of use of the MARKS. LICENSEE shall always use the ™ or ® symbol in connection with the corresponding one of the MARKS being used to indicate that trademark rights are being asserted by its use. Upon receiving notice from LICENSOR that LICENSOR’S application for registration has matured into a registration, LICENSEE shall promptly change the symbol associated with the mark to the ® symbol. Upon notification by LICENSOR that use of either symbol is missing, incorrect or unacceptable, LICENSEE shall promptly correct its use.

V. 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 MARKS.

VI. ASSIGNMENT & SUBLICENSING

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

VII. 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 (including without limitation the failure to maintain an Acceptable Level of Quality), 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 sixty (60) days following the Default; (2) the end of the Term in Section II.D of this Agreement; (3) upon a date of Termination given in a written notice by LICENSEE to LICENSOR following receipt by LICENSOR of a statement that all references to the MARKS have been removed from content on the website and that the domain name which resolved to the website has been surrendered to LICENSOR.
- C. 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.

VIII. WARRANTIES

- A. LICENSOR warrants that it is the owner of the MARKS. 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.

IX. 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.

X. 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.

Codependents Anonymous Inc. Board Officer 1

LICENSEE 1

Name

Name

Signature

Signature

Title

Title

Date

Date

Codependents Anonymous Inc. Board Officer 2

LICENSEE 2

Name

Name

Signature

Signature

Title

Title

Date

Date

Exhibit 6.4.2b Version 1

EXPRESS PERMISSIONS LETTER TEMPLATE

[Enter Date]

TO: [Company or Group Name]

ATTN: [Person Writing]

RE: Permission to use CoDA Literature

Mr./Ms [Enter Name]

My name is [Legal Liaison Name] and I am writing to you on behalf of the Board of Trustees of Co-Dependents Anonymous, Inc. in response to your request to use a piece of CoDA literature [Fill in use here].

If you would like to include any of our foundational documents from the CoDA website, we have determined that it is acceptable to download and copy from the CoDA website (www.coda.org) for [Fill in use here]. Please note all copies of these documents must contain the copyright disclaimer contained at the bottom of these documents and no modification of these documents is permitted by CoDA.

In keeping with CoDA's primary purpose, ". . . to carry its message to the codependent who still suffers." (Tradition 5), we would like to include information about how to find a CoDA meeting. You may visit our website www.coda.org to find a CoDA meeting in your area. CoDA does have alternative meetings using email, internet chat, and telephone.

We thank you for writing to us and asking permission to use our literature. If we can assist you further, please let us know.

In Service,

[Legal Liaison Name]

CoDA, Inc. Board of Trustees, Legal Liaison

EXHIBIT 6.4.2b Version 2

Express Permission Letter Template

[Enter Date]

TO: [Company or Group Name]

ATTN: [Person Writing]

RE: Permission to use CoDA Literature

Mr./Ms [Enter Name]

My name is [Legal Liaison Name] and I am writing to you on behalf of the Board of Trustees of Co-Dependents Anonymous, Inc. in response to your request to use a piece of CoDA literature [Fill in use here].

After consulting our legal advisers, we have determined that it is acceptable to download and copy [Enter Literature Titles Here] from the CoDA website (www.coda.org) for [Fill in use here]. Please note all copies of these documents must contain the copyright disclaimer contained at the bottom of these documents and no modification of these documents is permitted by CoDA.

In keeping with CoDA's primary purpose, ". . . to carry its message to the codependent who still suffers." (Tradition 5), we would like to include information about how to find a CoDA meeting. Go to www.coda.org and click on CoDA Meeting Lists. A person can search by city, and state or by proximity. CoDA does have alternative meetings using email, internet chat, and telephone. When the Meeting Search Form loads, you will see tabs above the form. Third from the left is Online/Phone Meetings.

We thank you for writing to us and asking permission to use our literature. If we can assist you further, please let us know.

In Service,

[Legal Liaison Name]

CoDA, Inc. Board of Trustees, Legal Liaison

**CO-DEPENDENTS ANONYMOUS, INC. PUBLICATION AND DISTRIBUTION COPYRIGHT
AND TRADEMARK LICENSE AGREEMENT**

I. GENERAL

A. This Publication and Distribution Copyright and Trademark 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 _____, a Legal Entity created and existing separate from any individuals, located in _____ (Country), located at _____ (LICENSEE), on _____ (the "Effective Date").

B. This Agreement governs, among other things, each LICENSEE's publication and distribution 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"). This Agreement also governs each LICENSEE'S use of "CODA," U.S. Reg. No. 1,671,038; "CODA," U.S. Reg. No. 4,058,982; "CODA Logo," U.S. Reg. No. 1,672,568; "CO-DEPENDENTS ANONYMOUS," U.S. Reg. No. 4,015,664; "CODA," International TM Reg. No. 1070898; "CO-DEPENDENTS ANONYMOUS," International TM Reg. No. 1070327; "CO-DEPENDENTS ANONYMOUS," Canada TM Reg. No. TMA849218; "CODA," European Union TM Reg. No. 1070898; "CODA," Norway TM Reg. No. 1070898; "CODA," Japan TM Reg. No. 1070898; "CO-DEPENDENTS ANONYMOUS," European Union TM Reg. No. 1070327; "CO-DEPENDENTS ANONYMOUS," Japan TM Reg. No. 1070327; "CODA," Mexico TM App. No. 1334217; "CODA," Mexico TM App. No. 1355797, and all other related or similar registered trademarks and pending trademark applications throughout the world owned by LICENSOR (collectively, the MARKS). By signing below, each LICENSEE acknowledges that LICENSOR has been using the MARKS in commerce in the country(ies) in which each LICENSEE is located and that any use by any LICENSEE of the MARKS under this Agreement inures to the benefit of LICENSOR.

II. GRANT

A. Upon the terms and conditions set forth in this Agreement, LICENSOR grants to LICENSEE a royalty bearing, nonexclusive right, license, and privilege to copy, publish, and distribute copies of the Licensed Materials in paper only. The list of LICENSOR'S publications covered by this Agreement and the schedule of royalty payments set forth in Exhibit A. LICENSOR also grants to LICENSEE a limited right, license, and privilege to affix the MARKS to the copies of the Licensed Materials made under this Agreement.

B. The license hereby granted extends only to the Legal Entity of LICENSEE and not to any person, affiliated organization, employee, relative, or immediate family member of LICENSEE. The license of the MARKS provides only the right to affix the marks to the list of publications set forth in Exhibit A and no other rights.

- C. This Agreement does not restrict or limit LICENSOR's rights to utilize the Licensed Materials or the MARKS in any manner whatsoever.
- D. Title to the Licensed Materials and the MARKS remains in LICENSOR and nothing in this Agreement should be construed as conveying any interest in the Licensed Materials or the MARKS to LICENSEE or any third party. LICENSEE is granted no rights to translate or create any derivative works of the Licensed Materials by virtue of the Agreement.
- E. The term of the license granted hereunder is for a period of one year from the Effective Date of this Agreement. This Agreement will automatically renew for additional one year period. However, if LICENSEE does not obtain and execute a Publication Renewal Authorization in the form set forth in Exhibit B from the LICENSOR within two years from the Effective Date, this Agreement will terminate.
- F. LICENSEE agrees to provide a report annually of total sales as well as sales of each of the individual publications listed in Exhibit A. The report shall contain the number of documents sold for each publication as well as total gross revenue of sales (minus shipping and handling) for all publications.

III. QUALITY CONTROL

- A. The LICENSEE acknowledges that the MARKS have come to signify a high level of quality to the purchasing public. The parties further agree that it is important to both parties and to the purchasing public that the goodwill in the MARKS be retained and enhanced, and that the provision of quality products and services under the MARKS is the essence of this Agreement.
- B. LICENSEE agrees to maintain at all times a consistent level of quality of products, and services provided to end users (hereinafter referred to as "Acceptable Level of Quality") under the MARKS. This level of quality shall be mutually agreed upon between LICENSOR and LICENSEE.
- C. LICENSOR shall have the right at any time to conduct during regular business hours an examination of the treatment, products, and services offered by LICENSEE to ensure they meet the Acceptable Level of Quality. If at any time LICENSOR determines that LICENSEE's products or services fail to be of the Acceptable Level of Quality, LICENSOR shall notify LICENSEE and LICENSEE shall make such changes as mutually agreed.

IV. MARKING

- A. LICENSEE shall comply with reasonable conditions set forth in writing from time to time by LICENSOR with respect to style, appearance, and manner of use of the MARKS being affixed. LICENSEE shall always use the TM or [®] symbol in connection with the corresponding one of the MARKS being used to indicate that trademark rights are being asserted by its use. Upon receiving notice from LICENSOR that LICENSOR'S application for registration has matured into a registration, LICENSEE shall promptly change the symbol associated with the

mark to the ® symbol. Upon notification by LICENSOR that use of either symbol is missing, incorrect or unacceptable, LICENSEE shall promptly correct its use. In addition, LICENSEE agrees to affix all copyright notices provided by LICENSOR on all copies of each of the Licensed Products published and distributed by LICENSEE.

V. 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 Products and the MARKS.

VI. ASSIGNMENT & SUBLICENSING

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

VII. 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 (including the failure to make royalty payments as agreed, provide annual reports of sales, or properly affix the MARKS), 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 sixty (60) 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. 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.

VIII. WARRANTIES

- A. LICENSOR warrants that it is the owner by assignment or the licensee of the works of authorship comprising the Licensed Materials and the owner of the MARKS. 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.

IX. 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.

X. 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.

Codependents Anonymous Inc. Board Officer 1

LICENSEE Board Officer 1

Name

Name

Signature

Signature

Title

Title

Date

Date

Codependents Anonymous Inc. Board Officer 2

LICENSEE Board Officer 2

Name

Name

Signature

Signature

Title

Title

Date

Date

Exhibit A

LIST OF PUBLICATIONS AND SCHEDULE OF ROYALTY PAYMENTS

- 1. _____
- 2. _____

All Royalties may be considered 7th Tradition donations to LICENSOR.

Royalties shall be paid on the above publications according to the following formula:

- 1) A Base Royalty of one (1) dollar (USD) per year per individual published document for the first two years of publication of any documents by LICENSEE.
- 2) After the second year of publication by LICENSEE of any documents, the royalties will be calculated as follows:
 - a) Once total gross sales (exclusive of shipping and handling costs) exceed 5000 USD a year: Base Royalty + 1% of the total gross sales exclusive of shipping and handling costs
 - b) Once total gross sales (exclusive of shipping and handling costs) exceed 7500 USD a year: Base Royalty + 5% of the total gross sales exclusive of shipping and handling costs
 - c) Once total gross sales (exclusive of shipping and handling costs) exceed 10000 USD a year: Base Royalty + 10% of the total gross sales exclusive of shipping and handling costs

Royalties shall be paid yearly with the submission of the annual report of sales, along with a signed copy of the Publication Renewal Authorization. LICENSOR will provide LICENSEE with a receipt indicating the amount received, and will, subject to approval by the LICENSOR, return a signed copy of the Publication Renewal Authorization to LICENSEE.

All payments and documents shall be sent to LICENSOR at its address indicated above.

Codependents Anonymous Inc. Board Officer 1

LICENSEE Officer 1

Name

Name

Signature

Signature

Title

Date

Codependents Anonymous Inc. Board Officer 2

Name

Signature

Title

Date

Title

Date

LICENSEE Officer 2

Name

Signature

Title

Date

Exhibit B

Publication Renewal Authorization

In reference to the Publication Copyright License Agreement between LICENSOR and LICENSEE effective _____, LICENSEE has permission to continue the exercise of the granted rights under the Agreement with respect to the list of publications set forth in Exhibit A for one year from the date of execution by all parties of this Exhibit.

Codependents Anonymous Inc. Board Officer 1

LICENSEE Board Officer 1

Name

Name

Signature

Signature

Title

Title

Date

Date

Codependents Anonymous Inc. Board Officer 2

LICENSEE Board Officer 2

Name

Name

Signature

Signature

Title

Title

Date

Date

EXHIBIT 6.7.1b

Procedures for Voting Entity Agreement Preparation and Signing Translation Agreement

Contract Initiation and Completion

- Voting Entity (VE) contacts CoDA about wanting to translate literature
- If initial contact is made with other than the Translation Management Committee (TMC) the contact is forwarded to TMC (tmc@codanet.org)
- TMC sends an Introduction Letter (Translation Version) and Application for Translation to the VE contact
- VE returns the completed Application for Translation to TMC.
- TMC checks application to see if the VE has indicated that they have a problem creating a Legal Entity and, if so, notifies TMC and Legal Board Liaisons. There is no need to wait for resolution of the problem before continuing on to the next step.
- TMC will initiate the appropriate agreement by completing the pertinent information and sending it to the Board Legal Liaison (legal@codanet.org) with a copy to the Board TMC Liaison (tmc Liaison@codanet.org). This may require contacting the VE for additional information.
- The Board Legal Liaison reviews the agreement for correctness.
- If there are any problems with the agreement the Board Legal Liaison works with TMC and the Board TMC Liaison to resolve them.
- Once all problems have been resolved, the Board Legal Liaison sends the agreement and instructions for VE signing and returning of the agreement to the Board VE Liaison with a copy to the Board TMC Liaison (TMC Liaison@codanet.org).

Sending of Agreement to Voting Entity for Signature

- The Board Legal Liaison sends the agreement, with instructions for VE signing and returning of the agreement, to the Board VE Liaison with a copy to the Board TMC Liaison.
- The Board VE Liaison sends the agreement to the VE contact with the instructions provided by the Board Legal Liaison.
- The appropriate people from the VE sign the agreement as licensee(s)
- The VE contact returns the agreement as instructed to the Board Chair

Board Signing of Agreement*

- The Board Chair receives the signed agreement from the VE via postal mail (Note: Electronic copies of Translation Agreements are not acceptable since we must have an original signed copy of the Copyright Assignments contained within.
- The Board Chair notifies the Board TMC Liaison that electronic copies of the documents to be translated may now be provided to the VE.
- The Board TMC Liaison notifies TMC that electronic copies of the documents to be translated may now be provided to the VE.
- The Board Chair signs the agreement.
- The Board Chair sends the agreement to the Board Vice Chair via postal mail.
- The Board Vice Chair signs the agreement.
- The Board Vice Chair sends the fully signed agreement to the Board Legal Liaison via postal mail.
- The Board Legal Liaison scans the fully signed agreement and forwards it to the Board VE and TMC Liaisons.
- The Board VE Liaison electronically sends the completed agreement to the VE contact.
- The Board TMC Liaison electronically sends the completed agreement to TMC.

Storage of Signed Agreement

- The Board Legal Liaison electronically forwards the completed agreement to ??

NOTE: No electronic copies of literature may be sent to translators until a signed Translation Copyright License Agreement has been received from the VE.

* Agreements must be signed by 2 corporate officers. Normal order is Chair, Vice-Chair, Secretary, Treasurer. If any officer is unavailable their action moves to the next officer in order.

Attachment A

Instructions to be included when sending an Agreement to a VE for their signature(s)

- After the members of the VE have signed the Agreement it MUST be sent to the Board Chair by postal mail. This is a requirement because we must have a signed paper Copyright Assignment form for each translator with their original signature.
 - Board chair to provide their correct mailing address
- Once the Agreement has been sent by postal mail the VE should send an email as follows to notify the Board that the Agreement has been sent
 - Address email to Board Chair (Board Chair provides the correct email address to use)
 - Include Board Vice Chair and Board VE Liaison as CC's (Board Chair provides the correct email addresses to use)
 - Chair provides the correct email address to use)
 - Include Board Vice Chair and Board VE Liaison as CC's (Board Chair provides the correct email addresses to use)

Attachment B

Responsibilities by position or entity

Translation Management Committee

- Receives contact from VE
- Sends Introduction Letter (Translation version) to VE
- Sends Application for Translation to the VE
- Receives completed application from the VE
- Checks application to see if the VE has indicated that they might have a problem creating a Legal Entity and, if so, notifies Board TMC and Legal Liaisons. Creation of a Translation Agreement may continue.
- Initiates the Translation agreement by inserting the pertinent information
- Sends agreement to the Board Legal Liaison
- Works with Board Legal Liaison and VE to resolve any problems that exist with the agreement
- Is notified when VE has signed Translation Agreement so that electronic copies of the documents to be translated may be provided to the VE if requested.
- Is notified when the signing of the agreement by all required signees has been completed.

Voting Entity

- Notifies CoDA that they wish to translate literature
- Returns completed Application to Translate to TMC
- Notifies TMC if they expect to have a problem creating a Legal Entity
- Provides to TMC any additional information needed to complete the agreement
- Appropriate people sign a completed agreement that has been sent to them for their signature(s)
- VE contact returns the signed agreement as instructed (see Attachment A)
- If they have so requested, VE receives electronic copies of documents to be translated after CoDA has received a Translation Agreement that they have signed
- After two members of the Board have signed an agreement, the VE receives an electronic copy of the fully signed agreement

Board TMC Liaison

- Is notified if VE has difficulty creating a Legal Entity
- Works with Board Legal Liaison and VE contact to determine best solution regarding Legal Entity

- Notifies TMC of how to proceed regarding Legal Entity issue
- Receives a copy of the completed agreement from TMC.
- Works with TMC and Board Legal Liaison to resolve any problems with the completed agreement
- Once all problems have been resolved receives the agreement and instructions for VE signing and returning of the agreement
- Receives a fully signed electronic copy of the completed agreement
- Electronically sends the completed agreement to TMC

Board Legal Liaison

- Is notified if VE has difficulty creating a Legal Entity
- Works with Board TMC Liaison and VE contact to determine best solution regarding Legal Entity
- Receives the completed agreement from TMC and reviews it for correctness.
- Works with TMC and Board TMC Liaison to resolve any problems.
- Once all problems have been resolved sends the agreement and instructions for VE signing and returning of the agreement to the Board VE Liaison with a copy to the Board TMC Liaison
- Receives the fully signed agreement from the Board Vice Chair via postal mail.
- Scans the fully signed agreement and forwards it to the Board VE and TMC Liaisons.
- Electronically forwards the completed agreement to ??

Board VE Liaison

- Receives the agreement and instructions for VE signing and returning of the agreement from the Board Legal Liaison
- Sends the agreement to the VE contact with the instructions provided by the Board Legal Liaison
- Receives a fully signed electronic copy of the completed agreement
- Sends the completed agreement to the VE contact

Board Chair (or first CoDA signer if not the Board Chair)

- Receives the signed agreement from the VE via postal mail.
- Signs
- Forwards the agreement to the Board Vice Chair via postal mail

Board Vice Chair (or second CoDA signer if not the Board Vice Chair)

- Receives the signed agreement from the Board Chair via postal mail.

- Signs the agreement
 - Sends the fully signed agreement to the Board Legal Liaison via postal mail
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- The Board TMC Liaison electronically sends the completed agreement to TMC.

EXHIBIT 6.7.4

Procedures for Voting Entity Agreement Preparation and Signing Publication and Distribution Agreement or Limited Royalty-free Publication Agreement

Contract Initiation and Completion

- Voting Entity (VE) contacts CoDA about wanting to publish previously translated literature
- If initial contact is made with other than the Translation Management Committee (TMC) the contact is forwarded to TMC (tmc@coda.org)
- TMC sends an Application for Publication/Distribution to the VE contact. If this is the first interaction with the VE, TMC includes an Introduction Letter (Publication/Distribution version).
- VE returns the completed Application for Publication/Distribution to TMC.
- TMC checks application to see if the VE has indicated that they have a problem creating a Legal Entity and, if so, notifies TMC and Legal Board Liaisons. No additional action can be taken on a Publication and Distribution Agreement until TMC has received clearance to proceed from their Board Liaison indicating that either a Legal Entity exists or that the Limited Royalty-free Publication Agreement will be used instead.
- TMC will initiate the appropriate agreement by completing the pertinent information and sending it to the Board Legal Liaison (legal@coda.org) with a copy to the Board TMC Liaison (tmcliaison@coda.org). This may require contacting the VE for additional information.
- The Board Legal Liaison reviews the agreement for correctness.
- If there are any problems with the agreement the Board Legal Liaison works with TMC and the Board TMC Liaison to resolve them.
- Once all problems have been resolved, the Legal Liaison sends the agreement and instructions for VE signing and returning of the agreement to the Board VE Liaison with a copy to the Board TMC Liaison (TMCliaison@coda.org).

Sending of Agreement to Voting Entity for Signature

- The Legal Liaison sends the agreement, with instructions for VE signing and returning of the agreement, to the Board VE Liaison with a copy to the Board TMC Liaison.
- The Board VE Liaison sends the agreement to the VE contact with the instructions provided by the Board Legal Liaison
- The appropriate people from the VE sign the agreement as licensee(s)
- The VE contact returns the agreement as instructed to the Board Chair

Board Signing of Agreement*

- The Board Chair receives the signed agreement from the VE either electronically or via postal mail. If received electronically the Board Chair prints the signed agreement.
- The Board Chair signs the agreement and then re-scans it.
- The Board Chair electronically forwards the agreement to the Board Vice Chair.
- The Board Vice Chair prints the agreement, signs it and re-scans it.
- The Board Vice Chair electronically forwards the fully signed copy to the Board Legal, TMC and VE Liaisons.
- The Board VE Liaison electronically sends the completed agreement to the VE contact.
- The TMC Liaison sends the completed agreement to TMC

Storage of Signed Agreement

- The Board Legal Liaison electronically forwards the completed agreement to ??

* Agreements must be signed by 2 corporate officers. Normal order is Chair, Vice-Chair, Secretary, Treasurer. If any officer is unavailable their action moves to the next officer in order.

Attachment A

Instructions to be included when sending the agreement to a VE for their signature(s)

- If a Publication Distribution Copyright Trademark License Agreement:
 - This agreement can only be signed with the Officers of a Legal Entity.
 - At least two signatures are preferred.
- If a Limited Royalty-free Publication Agreement:
 - At least two signatures are preferred.
- After the members of the VE have signed the Agreement it may be sent to the Board Chair either by postal mail or electronically whichever is easier for the VE
 - If the Agreement is being sent by postal mail the VE should send an email as follows to notify the Board that the Agreement has been sent:
 - Address email to Board Chair (Board Chair provides the correct email address to use)
 - Include Board Vice Chair and Board VE Liaison as CC's (Board Chair provides the correct email addresses to use)
 - If the Agreement is being sent by email it should be sent as follows:
 - Address email to Board Chair (Board Chair provides the correct email address to use)
 - Include Board Vice Chair and Board VE Liaison as CC's (Board Chair provides the correct email addresses to use)

Attachment B

Responsibilities by position or entity

Translation Management Committee

- Receives contact from VE
- Sends Introduction Letter (Publication/Distribution version) to VE
- Sends Application for Publication/Distribution to the VE
- Receives completed application from the VE
- Checks application to see if the VE has indicated that they have a problems creating a Legal Entity and, if so, notifies Board TMC and Legal Liaisons. In this case, creation of a Publication and Distribution agreement may not continue until TMC has been notified by the Board Legal Liaison that the problem has been resolved.
- Initiates the Publication and Distribution agreement by inserting the pertinent information
- Sends agreement to the Board Legal Liaison
- Works with Board Legal Liaison and VE to resolve any problems that exist with an agreement
- Is notified when the signing of the agreement has been completed.

Voting Entity

- Notifies CoDA that they wish to publish and distribute previously translated literature
- Returns completed Application to Publish/Distribute to TMC
- Notifies TMC if they have a problem creating a Legal Entity
- Provides to TMC any additional information needed to complete the agreement
- Appropriate people sign a completed agreement that has been sent to them for their signature(s)
- VE contact returns the signed agreement as instructed (see Attachment A)
- After two members of the Board have signed an agreement, the VE receives an electronic copy

Board TMC Liaison

- Is notified if VE has difficulty creating a Legal Entity
- Works with Board Legal Liaison and VE contact to determine best solution regarding Legal Entity
- Notifies TMC of how to proceed regarding Legal Entity issue
- Receives a copy of the completed agreement from TMC.

- Works with TMC and Board Legal Liaison to resolve any problems with the completed agreement
- Once all problems have been resolved receives the agreement and instructions for VE signing and returning of the agreement
- Receives a fully signed electronic copy of the completed agreement
- Sends the completed agreement to TMC

Board Legal Liaison

- Is notified if VE has difficulty creating a Legal Entity
- Works with Board TMC Liaison and VE contact to determine best solution regarding Legal Entity
- Receives the completed agreement from TMC and reviews it for correctness.
- Works with TMC and Board TMC Liaison to resolve any problems.
- Once all problems have been resolved sends the agreement and instructions for VE signing and returning of the agreement to the Board VE Liaison with a copy to the Board TMC Liaison
- Electronically forwards the completed agreement to ??

Board VE Liaison

- Receives the agreement and instructions for VE signing and returning of the agreement from the Board Legal Liaison
- Sends the agreement to the VE contact with the instructions provided by the Board Legal Liaison
- Receives a fully signed electronic copy of the completed agreement
- Sends the completed agreement to the VE contact

Board Chair (or first CoDA signer if not the Board Chair)

- Receives the signed agreement from the VE either electronically or via postal mail. If received electronically, prints the signed agreement.
- Signs and rescans the agreement
- Electronically forwards the agreement to the Board Vice Chair

Board Vice Chair (or second CoDA signer if not the Board Vice Chair)

- Receives the signed agreement from the Board Chair.
- Prints, signs and re-scans the agreement
- Electronically forwards the fully signed copy to the Board Legal, TMC and VE Liaisons

