BOARD OF TRUSTEES
POLICIES AND PROCEDURES MANUAL

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CODA ORGANIZATION OVERVIEW

Section 1

(Cross Reference Section 1 in the Fellowship Service Manual)

Accordingly, the Trustees in their deliberations and decision making process shall be guided in spirit by these CoDA Twelve (12) Steps, Traditions and Service Concepts and shall use their best efforts to insure that these Steps, Traditions, and Concepts are upheld. On behalf of the Fellowship, the Trustees shall act to prevent, within their power, any modifications, alterations or extensions of these Traditions or Concepts. These can also be found in the Fellowship Services Manual

1.1 The Twelve Steps:

1. We admitted we were powerless over others – that our lives had become unmanageable.
2. Came to believe that a power greater than ourselves could restore us to sanity.
3. Made a decision to turn our will and our lives over to the care of God as we understood God.
4. Made a searching and fearless moral inventory of ourselves.
5. Admitted to God, to ourselves, and to another human being the exact nature of our wrongs.
6. Were entirely ready to have God remove all these defect of character.
7. Humbly asked God to remove our shortcomings.
8. Made a list of all persons we had harmed and became willing to make amends to them all.
9. Made direct amends to such people wherever possible, except when to do so would injure them or others.
10. Continued to take personal inventory and when we were wrong, promptly admitted it.
11. Sought through prayer and meditation to improve our conscious contact with God as we understood God, praying only for knowledge of God's will for us and the power to carry that out.
12. Having had a spiritual awakening as the result of these steps, we tried to carry this message to other codependents, and to practice these principles in all our affairs.

(The Twelve Steps reprinted for adaptation with permission of Alcoholics Anonymous World Services, Inc.)

1.2 The Twelve Traditions are as follows:

1. Our common welfare should come first; personal recovery depends upon CoDA unity.
2. For our group purpose there is but on ultimate authority – a loving higher power as expressed to our group conscience. Our leaders are but trusted servants – they do not govern.
3. The only requirement for membership in CoDA is a desire for healthy and loving relationships.
4. Each group should remain autonomous except in matters affecting other groups or CoDA as a whole.
5. Each group has but one primary purpose – to carry its message to other codependents who still suffer.
6. A CoDA group ought never endorse, finance or lend the CoDA name to any related facility or outside enterprise, lest problems of money, property and prestige divert us from our primary spiritual aim.
7. Every CoDA group ought to be fully self supporting, declining outside contributions.
8. Co-Dependents Anonymous should remain forever nonprofessional, but our service centers may employ special workers.
9. CoDA, as such, ought never to be organized, but we may create service boards or committees directly responsible to those they serve.
10. CoDA has no opinion on outside issues; hence the CoDA name ought never to be drawn into public controversy.
11. Our public relations policy is based on attraction rather than promotion; we need always maintain personal anonymity at the level of press, radio and films.
12. Anonymity is the spiritual foundation of all our traditions, ever reminding us to place principles before personalities.

(The Twelve Steps reprinted for adaptation with permission of Alcoholics Anonymous World Services, Inc.)

1.3 Twelve Service Concepts of Co-Dependents Anonymous:

1. The members of the Fellowship of Co-Dependents Anonymous, in carrying out the will of a loving Higher Power, advance their individual recoveries, work to insure the continuance of their groups and their program, and carry the message to codependents who still suffer. They may also collectively authorize and establish service boards or committees and empower trusted servants to perform service work.
2. The Fellowship of CoDA has the responsibility of determining, through its group conscience, the service work to be performed, and the best manner to perform such work. This authority is expressed through our group conscience. Authority carries

responsibility; thus, CoDA groups conscientiously provide adequate funding and support for the service work they authorize.

3. Decisions about service work in the Fellowship and all CoDA affairs are made through the group conscience decision making process. For this spiritual democratic process to work, every member of the group is encouraged to participate, consider all the facts and options concerning the issue, listen respectfully to all opinions expressed, then reflect and meditate to find a loving Higher Power's will. Finally, we deliberate honestly and respectfully to determine the proper course of action. Unanimity in the group is the desired outcome; a majority vote is a group conscience.
4. All those who volunteer to do service work for CoDA by serving on committees, boards, or corporations are trusted servants, not authority figures. Ideally, trusted servants volunteer out of a desire to follow their Higher Power's will, out of gratitude for the gifts they have received from CoDA, out of a desire to grow in their ability to create and keep healthy relationships, and to contribute what they can of themselves to CoDA. The Fellowship recognizes the need to select the most qualified people willing to serve as trusted servants. At times, trusted servants may hire individuals outside of the Fellowship for commercial services.
5. Trusted servants are directly responsible to those they serve and are bound to honor the group conscience decision making process and uphold those decisions concerning their service work. The Fellowship also recognizes the need and right for members to honor their own experience, strength, and hope and their Higher Power's will as expressed to them. When the group conscience violates an individual's own truth and makes participation impossible, the individual may relinquish the service position.
6. The Fellowship guarantees trusted servants the right and authority to freely make decisions commensurate with their responsibilities and the right to participate in group conscience decisions affecting their responsibilities. Each CoDA member is also guaranteed the right to respectfully dissent during the group conscience decision making process. A member may freely and safely express any personal grievances as long as no particular person or group is unexpectedly singled out as the subject of the grievance. Members are encouraged to honor their own integrity as well as the integrity of others.
7. Trusted servants do practice the Twelve Steps and Twelve Traditions in their service work and in all of their affairs. Trusted servants do not seek power, prestige, wealth, status, or acclaim; do not govern, coerce, or attempt to control others; and do not push a personal agenda, promote controversy, or advance outside issues at CoDA's expense. Since issues over authority, will, money, property, and prestige can and do arise in service work, trusted servants need to practice emotional sobriety, including anonymity, humility, tolerance, gratitude, making amends, and forgiveness.
8. The CoDA Service Conference (Conference), through its group conscience decision making process, guides the Fellowship in making policy decisions and in following the Twelve Steps and Twelve Traditions. The Conference, though providing guidelines, holds no authority over the decision making process of individual groups. The group conscience process is our decision making process. Failure to honor this process may violate Traditions One and Four and a sanction may be imposed. The harshest sanction Conference can impose on an individual or group is to no longer recognize it as belonging to CoDA; this sanction may only be imposed on those who consistently violate

the Twelve Steps and Twelve Traditions, as determined by guidelines accepted by Conference.

9. By tradition, the CoDA Service Conference gives responsibilities to working committees composed of Conference Delegates and other CoDA volunteers or to separate service boards or corporations. All are directly responsible to the Conference. The scope of the work a committee does is determined by the Conference group conscience. The chairperson of each committee assumes the responsibility to ensure the work assigned to the committee is completed in a timely manner.
10. When the CoDA Service Conference is in session, the CoDA Board of Trustees is directly responsible to the Conference. When not in session, the Conference assigns its decision-making authority on material matters to the Trustees. The Board of Trustees is authorized to monitor the work of Conference-appointed service committees and may provide assistance or guidelines when necessary. The Trustees, who serve as the board of directors of CoDA, Inc., the non-profit corporation, are assigned custodial control of all money and property held in trust for the Fellowship, and are responsible for prudent management of its finances.
11. The powers of the CoDA Service Conference derive from the pre-eminent authority of the group conscience decision-making process. Arizona State law gives the Board of Trustees legal rights and responsibilities to act for the Fellowship in certain situations. CoDA, Inc.'s Articles of Incorporation and Bylaws are legal documents enumerating these Board rights and responsibilities.
12. The Fellowship strives to practice and encourage spiritual principles in all its material, financial, and business affairs, including fairness, equality, and respect for individual rights. Every member within CoDA has a voice and is encouraged to use it. Every member has the right to know what is happening within our organization. To honor this right, and in the spirit of CoDA unity, our CoDA, Inc. organization publishes and distributes group conscience decisions, such as minutes of our service boards and motions from our CoDA Service Conferences, in the most inclusive and timely manner possible.

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CODA ARTICLES OF INCORPORATION
Board P&P - Section 2.1

NONPROFIT

ARTICLES OF INCORPORATION

OF

CO-DEPENDENTS ANONYMOUS, INC.

AZ. CORP. COMMISSION
FOR THE STATE OF AZ.
FILED
FEB 10 3 43 PM '87
APPR
DATE 3/2/87
TERM
DATE

193029

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day associated ourselves together for the purpose of forming a nonprofit corporation under and pursuant to the laws of the State of Arizona and for that purpose do hereby adopt these Articles of Incorporation.

ARTICLE I

The name of the corporation shall be:

CO-DEPENDENTS ANONYMOUS, INC.

ARTICLE II

The principal place of business shall be 6113 West Bloomfield, Glendale, County of Maricopa, State of Arizona, but it may have branch offices and do business and its Board of Directors may meet for the transaction of business at such places within or without the County of Maricopa as may be found necessary, convenient or proper for the conduct of the business of the corporation.

ARTICLE III

The purpose for which this corporation is organized is the transaction of any or all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

ARTICLE IV

The initial business for which this corporation is organized is to

provide spiritual and emotional assistance to individuals who suffer from and in dysfunctional personal relationships, a charitable purpose as defined in Section 501(c)(3) of the Internal Revenue Code, of cooperating with and assisting in any way compatible with the nature of this corporation and the laws of the State of Arizona in the recovery and rehabilitation of such individuals and/or his or her family in the community. Pecuniary profit is not to be an object of this corporation.

ARTICLE V

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and expenses incurred. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law; or (b) by corporate contributions which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Laws).

ARTICLE VI

The name and address of the initial statutory agent of the corporation is:

JAMES WILSON SMITH
Suite 1405
3443 North Central Avenue
Phoenix, Arizona 85012

ARTICLE VII

The incorporators of the corporation and their mailing addresses are as follows:

KEN RICHARDSON
6113 West Bloomfield
Glendale, AZ 85304

MARY RICHARDSON
6113 West Bloomfield
Glendale, AZ 85304

ARTICLE VIII

The corporation shall have all of the general powers of a non-profit corporation conferred by the laws of the State of Arizona, as the same are now in force or may be in force during the life of this corporation, and said general powers are to be exercised by a Board of Directors hereinafter provided for.

ARTICLE IX

This corporation shall be a non-profit corporation and no stock of any kind is either authorized or shall ever be issued. The corporation shall be governed by a Board of Directors as provided below. Bylaws relating to contracting, securing, paying and limiting the amount of the indebtedness of this corporation or of any of its branches shall be adopted by said Board and said Bylaws may contain all other regulations which may be necessary, suitable or convenient in carrying on the activities of this corporation.

ARTICLE X

The time of commencement of this corporation shall be the date of

the filing of these Articles with the Arizona Corporation Commission and its existence shall be perpetual.

ARTICLE XI

The affairs of this corporation shall be conducted by a Board of Directors of not less than three (3) directors and the maximum number shall be unlimited. The following named persons, duly elected at the preliminary organizational meeting of the corporation, shall constitute the Board of Directors until their successors are duly elected and qualified and shall serve in the capacity as appears opposite their names until the first annual meeting of the Board of Directors or until their successors are duly elected and qualified:

KEN RICHARDSON
6113 West Bloomfield
Glendale, AZ 85304

DR. WILLIAM TYE
9621 North 16th Street, #3
Phoenix, AZ 85020

JOHN McMANUS
102 E. Tierra Buena Lane
Phoenix, AZ 85022

DONNA PORTER
4001 West Berridge Lane
Phoenix, AZ 85019

JAMES WILSON SMITH
4461 East Flower
Phoenix, AZ 85018

WILLIAM STEDMAN
1725 W. Glendale, #2105
Phoenix, AZ 85021

DONNA LEE
349 E. Thomas, #501
Phoenix, AZ 85012

MARY RICHARDSON
6113 West Bloomfield
Glendale, AZ 85304

ARTICLE XII

A. The Directors, officers and members of this corporation and the property of said parties shall be forever exempt from corporate debts, obligations or liabilities of whatsoever kind or nature incurred by or for this corporation for any purpose.

B. This corporation shall indemnify its Directors and officers against all those matters and things as provided in A.R.S. Sec. 10-1086, or as the same may hereafter be amended.

ARTICLE XIII

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of its assets exclussively for the purposes of the corporation in such a manner or to such organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(C)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Laws) as the Board of Directors shall determine. Any such assets not disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purpose or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purpose.

DATED this 5th day of February, 1987.

KEN RICHARDSON

MARY RICHARDSON

STATE OF ARIZONA)
)
County of Maricopa)

The foregoing Articles of Incorporation acknowledged before me this 5 day of February, 1987, by KEN RICHARDSON.

My Commission Expires:
3-30-89

Notary Public

STATE OF ARIZONA)
)
County of Maricopa)

The foregoing Articles of Incorporation acknowledged before me this 5 day of February, 1987, by MARY RICHARDSON.

My Commission Expires:
3-30-89

Notary Public

Meaning of Elements of the
CoDA Seal
Board Policies & Procedures
Section 2.1(b)

Meaning of Elements of the CoDA Seal -

Alcoholics Anonymous is the original heritage for Twelve Step programs. AA created the symbol of the circle with the triangle. That worked well as a logo and on their chips and medallions.

CoDA's logo was created by the early members of CoDA. Through the Group Conscience process it was decided that the triangle alone was insufficient, as that was the symbol of Alcoholics Anonymous. CoDA opted instead to use a small, diamond shape.

The four sides of that diamond represent several concepts:

- spiritual/natural symbols of the four seasons
- the four directions: north, east, south, and west

Most especially, for CoDA, the sides of the diamond represent:

- the four elements of Self, Discover, Recovery, and Respect

The Circle represents the Oneness and Unity of the program.

BYLAWS
Board Policies & Procedures
Section 2.2

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Purpose

Co-Dependents Anonymous, Inc. is a not-for-profit tax exempt corporation (hereinafter the Corporation) which serves the Fellowship of Co-Dependents Anonymous (Fellowship or CoDA), a recovery program for men and women seeking to improve relationships with themselves and others. CoDA is based on the Twelve Steps and Twelve Traditions, (Steps and Traditions) and 12 Service Concepts, as set forth in the Policies and Procedures and Fellowship Service Manual. These Steps and Traditions constitute the program upon which CoDA is established and provide the basis for other materials approved by the Membership at the CoDA Service Conference.

This program of recovery endorsed by the Fellowship is spiritual in nature, and maintains membership services for those who are seeking, through CoDA, spiritual and emotional assistance in personal and professional relationships. The power of CoDA and its program rests with the Members of the Fellowship who elect/select Delegates to represent them at the CoDA Service Conference (Conference) through the group conscience process.

Corporation

The Corporation, through the Board of Trustees (Board of Trustees), is responsible for the legal and business needs of the Fellowship. Each Trustee shall comply with and be bound by all terms and provisions of these By-laws of Co-Dependents Anonymous, Inc., and all public laws, such as those of the State of Arizona or the United States Internal Revenue Service, which affect CoDA's corporate, nonprofit and tax-exempt status.
Trustees are expected to exercise the powers vested in them by the State of Arizona in a manner consistent with the faith that guides the Fellowship of CoDA, guided and inspired by the Twelve Steps and in keeping with the Twelve Traditions. The Board has but one spiritual purpose: that of serving the Fellowship. The Trustees are elected by the will and through the consent of the Fellowship as expressed through the group conscience of the voting members of the corporation at the Conference, to perform specific functions and to hold specific responsibilities, including but not limited to the following:

1. Conduct the daily business affairs and operations of the Corporation:
    a. Manage, hire, and terminate contractors and observe and support the work of the committees as directed by the CoDA Service Conference.
    b. Receive and deposit Seventh (7th) Tradition and other income.
    c. Update Contacts and Meeting Directories of CoDA groups.
    d. Support the Fellowship by sending out a Quarterly Bulletin in which committees can report their activities.
    e. Other Duties, as needed.
2. Supervise and oversee all financial matters of the Corporation, including receipts, corporate assets and debts, obligations and liabilities, and give a financial report to the Conference.

3. Exercise any and all legal rights of the Corporation, whether expressed or implied under Arizona statutes or federal law.
4. Advise the Fellowship of the legal, practical and financial realities of the Corporation.
5. Rent, lease, purchase, hold and manage the minimum amount of real and personal property and equipment necessary to perform CoDA business. The Board is reminded that the Fellowship believes that owning, leasing or renting property may divert CoDA from its primary spiritual aim.
6. Obtain and protect CoDA copyrights, trademarks, trade names, and all intellectual property of CoDA.
7. To be directly responsible to the CoDA Fellowship, being guided and directed by the group conscience as expressed at their annual Conference. A majority vote by the Conference is considered guidance and two thirds (2/3) majority vote is a binding directive, except to the extent such directive if implemented, would cause the Trustees to be in violation of the Board of Trustees' legal responsibilities to the Corporation and its members or would put the fiscal integrity of the Corporation at risk.

Guidelines

The Trustees claim no property rights for the CoDA Twelve (12) Steps and Traditions in a recovery program, as all spiritual truths may now be regarded as available to all humankind. On behalf of the Fellowship, the Trustees shall act to prevent, within their power, any modifications, alterations or extensions of these Steps.

Accordingly, the Trustees in their deliberations and decision making process shall be guided in spirit by these CoDA Twelve (12) Steps, Traditions and Service Concepts and shall use their best efforts to insure that these Steps, Traditions, and Concepts are upheld. On behalf of the Fellowship, the Trustees shall act to prevent, within their power, any modifications, alterations or extensions of these Traditions or Concepts.

Article I – Offices

Co-Dependents Anonymous, Inc. shall maintain a known place of business which may be the office of its statutory agent in the State of Arizona. The agent may be either an individual who has been a resident of the state for three years, a domestic corporation, or a foreign corporation authorized to do business within the State of Arizona. CoDA, Inc. may change its known place of business or statutory agent upon delivery to the appropriate commission of the State of Arizona a statement setting forth:

1. The name of the Corporation.
2. The Corporation's current address or the name and address of its current statutory agent. If the statutory agent or his/her address is to be changed, the name and address of the new statutory agent, or the new address must be filed with the State of Arizona.
3. Notice that the change is authorized by Co-Dependents Anonymous, Inc.

Article II- Accounting Period, Audit and Records

The accounting period of the Corporation shall be a calendar year and end on December 31. At the close of the accounting period, all records of accounts and an inventory of assets shall be submitted to an independent accounting firm who is to submit a report of their findings to the Trustees. The Trustees shall present the report to the Fellowship at the next CoDA Service Conference. The officers of the Corporation shall maintain an accurate and complete

set of records at the Corporations office. If the Corporation does not maintain a place of business with Arizona, a complete set shall be maintained at the office of its statutory agent or other such designee as approved by the Board of Trustees. Upon written request, records and minutes of meetings may be inspected by a member of the Fellowship, at any reasonable time, with the exception of certain legal documents and personnel records.

Article III – Dues and Contributions

As defined in the Traditions, CoDA is self-supporting through its own contributions, and shall decline all outside contributions. CoDA has no fees or dues for membership. Contributions by members of the Fellowship (known as Seventh Tradition donations) are used to support the activities of the Fellowship, the Conference, the Trustees, and all committees and service boards, as directed by the Fellowship and the Traditions.

Article IV – Membership and Voting

Section 1. Membership

In adherence with Tradition 3, the only requirement for membership in CoDA is a desire for healthy and loving relationships. Members of the Fellowship of CoDA shall not be considered Voting Members, except as set forth herein. This Corporation shall have Voting Members as defined in the Arizona Nonprofit Corporation Act. A Voting Member refers to a member who has voting rights at the CoDA Service Conference. A voting Member may be a Delegate, Trustee of CoDA, Inc., or Director of CoRe, Inc. and, under certain circumstances, an Alternate Delegate. No Voting Member will have more than one vote.

Section 2. Voting Entities (Entities)

Each state, province, territory of all Countries and those Countries who had created national Voting Entities as of the date, September 10, 2019, of this motion are established as a Voting Entity (VE) until such time as the regions or provinces have become well established and no longer need assistance from the recognized National Voting Entity. A single Voting Entity is established to represent all “Alternative Format Meetings” (AFM) and is entitled to send two (2) Delegates. AFM is defined as all meetings that do not physically meet face-to-face in a physical location.

Any Voting Entity may surrender its two (2) Delegates and request to subdivide. The governing principle is that a member of the Fellowship will only be represented by one set of two (2) Delegates. An entity may request sub-divisions for reasons of geographical separation, language, or other recognizable characteristics. Each entity may request that it be split along an internally agreed upon division and each sub- division of the entity granted two (2) Delegates. Each sub-division should have enough members and meetings to support a viable service group so that all meetings are still represented.

The Issues Mediation Committee will handle requests for CoDA to recognize Voting Entities. Through the group conscience process, Voting Entities select Delegates and Alternate Delegates to carry the will of the membership of CoDA, Inc. meetings. In order to guarantee voting rights, each Voting Entity service board must be duly authorized by the Issues

Mediation Committee. In the absence of a Voting Entity service board, members of that Entity shall present an alternative selection process based on group conscience decision making to the Issues Mediation Committee. This procedure insures adherence to the program of recovery endorsed by this Fellowship.

Section 3. Voting Member Selection/Election

A Delegate (Delegate) is a member and trusted servant in the CoDA Fellowship of the Voting Entity represented and has an active interest in carrying the message to other codependents who still suffer. The Delegate is duly selected/elected by a method which the Voting Entity where the member resides or provides service work has established, and is to be that Voting Entity's representative at Conference. A Delegate has one (1) vote at Conference. Each Voting Entity may select/elect no more than two (2) Delegates. Each Voting Entity may determine its own method of selection/election, qualifications and requirements for office, and length of term of office for a Delegate. If a Voting Entity consists of multiple regions, members of that Entity may determine the method of selection of two Delegates on a regional basis. In regions consisting of two or more Voting Entities, members of that region may determine their own method of selecting Delegates, but the total number of Delegates from that region may not exceed the total permitted number of Delegates [number of Voting Entities in the region multiplied by (2)]. It is the responsibility of each Voting Entity's service board to notify, in writing, the Secretary of the Board of the selection/election to office of its Delegates and terms of office. Generally, this notification is provided at least thirty (30) days prior to Conference. In the absence of such notification, a Delegate's voting rights are subject to review by the Issues Mediation Committee.

An Alternate Delegate is a member and trusted servant in the Voting Entity's Fellowship who has an active interest in carrying the message to other codependents who still suffer and is duly selected/elected to act as an Alternate Delegate at the Conference.

Each Voting Entity may select/elect as many Alternate Delegates as it chooses. If a Voting Entity consists of multiple regions, members of that Voting Entity may determine the method of selection of Alternate Delegates on a regional basis. In regions consisting of two or more Voting Entities, members of that region may determine their own method of selecting Alternate Delegates. In the event the duly selected/elected Delegate is unable to serve the term of office, or resigns or blatantly reveals an unwillingness to execute these responsibilities as a Delegate, an Alternate Delegate becomes the Delegate until the Voting Entity acts to select/elect a new Delegate according to its selection/election process. Each Voting Entity's service board must notify the Secretary of the Board of the selection/election to office of its Alternate Delegates, their order of replacement, and term of office. This notification is generally provided at least thirty (30) days prior to the Conference. In the absence of such notification, an Alternate Delegate's voting rights as a replacement for a Delegate are subject to review by the Issues Mediation Committee.

A Trustee is a member and trusted servant in the Fellowship who has an active interest in carrying out the will of the Fellowship as determined at the Conference, abides by the provisions of the By Laws, and is duly elected at Conference to oversee the day to day business affairs of CoDA and the Corporation. A CoDA Trustee has one (1) vote at Conference. A CoDA Trustee cannot serve as a Delegate or Alternate Delegate during a term of office.

An Alternate Trustee is a member and trusted servant in the Fellowship who has an active interest in carrying out the will of the Fellowship as determined at Conference, abides by the provisions of the By Laws, and is duly elected at Conference as an Alternate Trustee, but has no special status other than that of a non-voting member and/or Delegate until the member replaces a Trustee on the Board. In such an event, the Alternate Trustee becomes a Trustee. Alternate Trustee will have no vote at Conference unless serving in the capacity of Delegate, but if they become a Trustee, they must resign their position as Delegate. Voting Members must be present and accounted for at the Conference in order to vote.

Section 4. Others

The Conference may extend voice or vote privileges at the Conference to any member of the CoDA Fellowship that it deems appropriate or necessary. Voice or vote may be granted for the entire Conference, or on individual issues. This flexibility is sometimes needed to gain the valuable input and services of members who are not specifically included in the above paragraphs.

The CoDA Resource Publishing, Inc. (CoRe, Inc.) Board of Directors is granted two (2) votes at Conference, to be allocated as they see fit among CoRe Directors present.

Section 5. Assignment of Voting Rights at Conference

If a Delegate leaves the Conference floor, that Delegate may assign voting privileges to a person from the same Entity. This is called “passing the badge.” If an Entity sends an Alternate Delegate to Conference the badge is passed to that Entity’s Alternate Delegate. If an Entity does not send Alternate Delegates, the badge may be passed to another member from that Entity. This insures that each Entity has full voting representation at Conference. If a Voting Delegate passes a badge and leaves the room temporarily, and a motion is made in the Delegate’s absence, the Delegate cannot retrieve the badge until after the vote on that motion. This allows the people who have heard the entire discussion on the motion to vote on that motion.

Article V – Meetings of Voting Members

Section 1. CoDA Service Conference

The Corporation shall annually hold the CoDA Service Conference for Voting Entity Delegates to conduct the Corporation’s business. The Board of Trustees is responsible to monitor the work of Conference-appointed service committees and may provide assistance or guidelines

when necessary. Where it becomes evident that the work of a committee is not being undertaken, the Board may request volunteers or another standing committee to take on that work until the next Conference, the Trustees who serve on the Board of Trustees of CoDA are assigned custodial control of all money and property held in trust for the Fellowship, and are responsible for prudent management of its finances. The spiritual and non-legal authority of the Board comes from the Fellowship as expressed by group conscience of the selected/elected Delegates to the CoDA Service Conference held once each year. The date and place of the CoDA Service Conference is recommended by Events Committee in conjunction with the CoDA Board and ratified by Conference. The date and location, avoiding major federal holidays and religious holidays, will be announced two years in advance at the CoDA Service Conference.

Section 2. Notice of CoDA Service Conference or Special Meeting

The Secretary of the Board of Trustees or a designated officer shall insure that the date, time and location of the next CoDA Service Conference is announced to the Voting Members of the Fellowship on the floor of the current Conference and information is continuously posted and distributed throughout the year via the Conference–appointed service committees with those charters.

Section 3. Conference and Special Meeting Procedures

Conference procedures are discussed in a separate document, the CoDA Fellowship Service Manual.

Section 4. Quorum and Resolution at the CSC

The Events committee confers with the Board Secretary in the process of registering and accounting for accredited Voting Members. The Events Committee then oversees the quorum process including selection of the CSC Facilitator. The Facilitator determines how many Voting Members are present at the Conference or Special Meeting and will determine a quorum. This quorum is established at the beginning of the first business meeting of the Conference or Special Meeting. A two-thirds (2/3) count of the registered and accounted for accredited Delegates and Trustees in attendance shall constitute a quorum. Once the quorum has been determined, the business of the Corporation may proceed. Voting Members who arrive after this quorum is determined may vote and exercise all the rights and privileges accorded to Voting Members, but the quorum count does not change. If the Conference continues over several days, the presence of a quorum must be confirmed at the beginning of each business session. If a quorum is present, business may proceed. A quorum count may be requested before any vote.

Motions may be made by voting members in accordance with conference approved guidelines. Likewise, committee chairs may present committee motions during their report to CSC. A motion passes if it is accepted by a simple majority of the total number of Voting Members present. If it passes by a two-thirds (2/3) vote of the total number of Voting Members present, it is binding upon the Trustees, except to the extent the implementation of

such a motion would cause the Trustees to be in violation of the Board of Trustees' legal responsibilities to the Corporation and its members or would put the fiscal integrity of the Corporation at risk. A simple majority is not binding on the Board of Trustees, although they may agree to be bound by the vote.

Section 5. Special Meetings

During the year, a Special Meeting of the Fellowship may be called by a two-thirds (2/3) majority vote of the Trustees, or by a petition from not less than two-thirds (2/3) of the Delegates. The quantifying number of Delegates is defined as a number equal to or greater than the two-thirds (2/3) of the Delegates attending the Conference immediately preceding the request for a special meeting. The petition is to be addressed to the Board of Trustees and shall specify the reasons that a Special meeting is being called. It is then incumbent upon the Trustees and the Events Committee to arrange the meeting as soon as possible. The Secretary of the Board of Trustees, or a designated officer, is to initiate the same notification process as for a CoDA Service Conference indicated in Section 2 above.

Article VI – Committees

The Conference may create, appoint and terminate CoDA service committees, standing and ad hoc committees, subcommittees or service boards to fulfill any task or duty the Fellowship has mandated, or as specified in the By Laws. All committees have but one purpose: that of serving the Fellowship of Co-Dependents Anonymous.

Pursuant to the Arizona Nonprofit Corporations Act, a committee shall not take any of the following actions:

1. Authorize distributions of the corporate assets.
2. Approve any action that requires the Voting Members' approval under the Arizona Nonprofit Corporations Act.
3. Fill vacancies on the Board of Trustees.
4. Adopt, amend, or repeal bylaws of the Corporation.
5. Fix the compensation or reimbursed expenses of Trustees for serving on the Board of Trustees or any committee.

Article VII – Board of Trustees

Section 1. Authority

Pursuant to the Arizona Nonprofit Corporations Act, all corporate powers shall be exercised by or under the authority of and the affairs of the corporation shall be managed under the direction of the Board of Trustees, subject to any limitation set forth in the Articles of Incorporation as described above in Article V. Subject to the legal and fiduciary obligations of the Board of Trustees to the Corporation and its members, the ultimate authority in CoDA comes from the Fellowship as expressed by the group conscience at the Conference. Subject to the legal and fiduciary authority of the Board required by the laws of the State of Arizona and applicable federal laws, the Conference reminds the Board of Trustees of the Second

Tradition, “For our group purpose there is but one ultimate authority - a loving higher power as expressed to our group conscience. Our leaders are but trusted servants; they do not govern."

Section 2. Number of Trustees

Co-Dependents Anonymous, Inc. shall be managed by Trustees on the Board whose number may be as many as eleven (11), but not less than five (5). Up to three (3) Alternate Delegates may be available to assume vacancies on the Board. A maximum of two Trustees may be from the same Voting Entity. The exact number of Trustees may be fixed or changed within the minimum and maximum, by the Voting Members while the Conference is in session.

Section 3. Qualifications of Trustees and Alternate Trustees

All Trustees are elected by the Voting Members with consideration of the candidates’ capabilities and experience in the following:

1. Working knowledge of the Twelve Steps and Twelve Traditions of Co- Dependents Anonymous.
2. Willingness and availability to serve the Fellowship through major service projects.
3. Demonstration of skills and abilities while doing CoDA Service for two or more years.
4. Understanding and experience of the group conscience process.
5. Courage to express oneself and the ability to listen and communicate effectively with others.
6. Dedication and commitment to the health of CoDA.
7. Desire to carry the message to the still suffering codependent.
8. Skills and experience necessary for the Board of Trustees to fulfill its legal and fiscal responsibilities to the Corporation.
9. Attendance at a previous CSC.

Section 4. Election and Term of Office

Trustees shall be elected by the Conference for a term of three (3) years and may serve a maximum of two (2) terms, but there must be a lapse of at least two (2) years between each elected term. Elected Trustees replace outgoing Trustees and assume their positions, prerogatives and responsibilities at the end of the Conference. Alternate Trustees are elected by the Conference for one (1) year. The order in which they would fill vacancies on the Board is designated by the vote of the Conference at time of election.

If an Alternate Trustee has assumed the position of Trustee since the previous Conference, the Election Committee or Conference Chair shall present said Trustee for ratification by a two-thirds (2/3) majority of the Voting Members at Conference. Said Trustee may request election by the Conference for a full term of three (3) years.

Section 5. Vacancies.

In the event of a vacancy on the Board, by death, resignation, leave of absence exceeding 45 days, or disqualification, the Board shall officially acknowledge the assumption of the vacant

position by the designated Alternate Trustee. This acknowledgment shall take the form of a motion at any regular or special meeting of the Trustees. Upon passage of that motion, the Alternate Trustee becomes Trustee, with the prerogatives and responsibilities associated with that position until the next election of Trustees, when that Trustee is ratified by Conference, or the successor is qualified and elected by Voting Members. If no Alternate Trustee is available to fill the position, any vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining Trustees even though less than a quorum. If there is only one remaining Trustee, that Trustee shall elect sufficient Trustees to meet the required minimum number of Members of the Board which is five (5). Any Trustee so chosen shall hold office until the next election of Trustees when that Trustee is ratified by Voting Members or the successor is qualified and elected. A Trustee so elected will complete the term in office of the Trustee's position that is to be filled.

Section 6. Removal of Trustee

A Trustee who is remiss in the duties of a Trustee, and reveals an inability or unwillingness to execute these responsibilities as a Trustee, may be relieved of office and removed from the Board by an affirmative two-thirds (2/3) vote of the Trustees present and voting at a meeting at which a quorum is present. Such removal must be presented for ratification at the next Conference. Any Trustee so removed and whose removal fails to be ratified by the Voting Members, shall be subject to normal election procedures for Trustees set forth in these By Laws.

Section 7. Liability of Trustees

Under the Arizona Nonprofit Corporations Act, any individuals who serve as Trustees to the Corporation shall be immune from civil liability for their actions as Trustees, and shall not be subject to suit directly or by way of contribution for any act or omission resulting in damage or injury, if such people were acting in good faith and within the scope of their official capacities within this organization, unless such damage or injury was caused by willful and wanton or grossly negligent conduct of such people.

Section 8. Regular and Special Board Meetings

Regular meetings of the Trustees shall be held at the discretion of the Board, but at a minimum, quarterly, within or without the State of Arizona at a time and place determined to be geographically and economically feasible for all Trustees. These meetings may be face to face or teleconference or similar means of communication whereby all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting. A Special Meeting of the Trustees may be called at the request of a majority of Trustees. Trustees should be notified of the time and place at least five (5) days prior to the meeting, unless an agreement has otherwise been reached by a two-thirds (2/3) majority of the Trustees prior to the meeting.

Section 9 – Action Without A Meeting

A vote can be taken via email without a meeting if it is a(n):

Extension of The Meeting - A discussion was started in a regular Board Meeting and all agreed to finish the vote via email. Board members will be given 7 days to complete the vote. A simple majority of those voting via email will count, to be ratified in the next regular Board Meeting minutes.

Unanimous Vote - Any action required or permitted to be taken by the Council Board of Trustees at a meeting may be taken without a meeting if all trustees entitled to vote consent thereto in writing specifically setting forth such action taken. Such consent shall have the same effect as a unanimous vote.

Section 10. Quorum and Resolution

The number of Trustees necessary to constitute a quorum for doing business shall be a majority of the elected Trustees, except in the case of resignation or vacancy, (see Section 5). Resolution on any action taken by the Trustees requires a simple majority vote.

Section 11. Compensation

Trustees shall not receive any stated or fixed salaries for their services; but an expense reimbursement for participating in a Trustees meeting may be allowed. A Trustee may not serve the Corporation in any other capacity for which he/she receives compensation. This is to avoid any conflict of interests involving the issues of money, property or prestige. It is the intent of the Fellowship that all legitimate expenses relating to participation on the Board shall be borne by the Corporation; however, reimbursement shall only be made as funding allows.

Article VIII – Officers of the Corporation

Section 1. Election and Term of Office

The officers for the Corporation shall be Trustees elected by the Board at its first meeting following election, whether that meeting is a regular meeting or a special meeting. The offices shall be: a Chairperson, a Vice Chairperson, a Secretary and a Treasurer. The Trustees may also elect other officers or co-officers as it shall deem desirable to execute the Board's business. The Term of office shall be one (1) year unless sooner vacated by death, resignation, leave of absence exceeding 45 days, or disqualification. In such a case, the vacancy is to be filled at the next regular or special Trustees' meeting. A person may hold no more than one office at any time.

Section 2. Chairperson

The Chairperson shall be the principal executive officer of the Corporation. The Chairperson shall supervise all of the day-to-day business affairs of the Corporation as mandated by the Arizona Nonprofit Corporations Act and by the Conference. In order to conduct routine business, the Chairperson, in consultation with the other appropriate officers and/or Trustees, may sign any ordinary contract, deed or other instrument which the Trustees have been authorized to execute. Exceptions to this authority of the Chairperson are situations where the signing and execution of such contracts shall be or has been expressly delegated

to another individual by the Conference, Trustees, these By Laws, or by statute to some other officer or agent of the Corporation. The Chairperson is to preside over Trustees' meetings, to perform all duties associated with the office of the Chairperson, and to perform such duties as may be prescribed by the Conference and Trustees and as set forth in the CoDA Board Policies and Procedures manual.

Section 3. Vice Chairperson

In the absence or stead of the Chairperson or in the event the Chairperson is unable or refuses to act, the Vice Chairperson shall perform the duties of the Chairperson. When so acting, the Vice Chairperson shall have all the powers of the Chairperson, subject to the restrictions upon that office. The Vice Chairperson shall perform such other duties as from time to time may be assigned by the Conference, Chairperson or Trustees and as set forth in the CoDA Board Policies and Procedures manual.

Section 4. Secretary

The Secretary shall supervise the performance of all duties associated with the office of Secretary to include as set forth in the CoDA Board Policies and Procedures manual.

Section 5. Treasurer

The Treasurer shall have experience and some demonstrated expertise in the handling and accountability of money and assets. The Treasurer shall supervise the performance of all duties associated with the office of Treasurer as set forth in the CoDA Board Policies and Procedures Manual.

Section 6. Removal of Officers

The Board of Trustees has the authority to elect and remove officers. Any officer who is remiss in his/her duties as an officer, or reveals an inability or unwillingness to execute these responsibilities, may be removed from office when, in the Board's best judgment, the officer is not serving the Fellowship's or the Corporation's best interests. Removal from office requires a two-thirds (2/3) majority vote of all Trustees present and voting at a meeting of the Trustees at which a quorum is present.

Article IX – Amendment of By Laws

These By Laws may be amended by two-thirds (2/3) vote at the CoDA Service Conference, or Special Meeting. Proposed amendments to the By Laws must be submitted to the Secretary of the Board at least seventy-five (75) days prior to Conference for distribution to Delegates, Alternate Delegates, Trustees and Committee Chairpersons. This distribution shall be at least thirty (30) days prior to Conference, but preferably longer in order to allow discussion by the Fellowship. This distribution requirement may be met by any one or all of the following:

1. Publishing the proposed amendments in the Quarterly Service Report;
2. Posting the proposed amendments on the website with other Conference related materials;
3. Sending a special mailing to the Delegates.

No proposed amendments may be accepted for presentation to the Conference until it has met this distribution requirement.

These By Laws may be amended by the Trustees if such amendments are needed to bring these By Laws into conformity with existing law, or in the event that changes in federal or state laws require amendments to these By Laws. Should this happen between meetings of the CoDA Service Conference, the Trustees are specifically authorized by the Conference to use their best judgment and guidance of the Twelve Traditions to amend these By Laws for such purposes and to bring such amendment(s) to the next CoDA Service Conference for ratification in accordance with the above guidelines.

Dissolution

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Code (or the corresponding section of any future federal tax code). Any and all assets will be turned over to CoDA, Inc., or any successor in interest. Any such assets not so disposed of shall be equally distributed by the former Corporation to remaining affiliated international CoDA Corporations. If any disposal/distribution is not possible, not appropriate or otherwise not capable of being accomplished, then by a court of competent jurisdiction of the county in which the principal office of the Corporation, as said court shall determine, which are organized and operated exclusively for such purposes.

Certification by Secretary:

The undersigned Secretary of the Corporation attests that these By Laws were amended by the affirmative vote of the Voting Members in accordance with these By Laws at the CoDA Service Conference convened on 09/12/19.

Board Secretary – Nancy Ouellet

Date: 09/12/19

PURPOSE OF THE CODA BOARD
POLICIES AND PROCEDURES MANUAL
Section 2.3

This manual acts as an administrative guide/operations manual/office handbook for the CODA Board of Trustees.

This manual sets guidelines for how the Board of Trustees will operate in accordance with CSC guidance.

This manual sets guidelines for officers, directors, Board and committees.

This manual is a reference source for CODA's Policies and Procedures.

This manual covers areas that are not, and do not necessarily need to be covered in the Bylaws. It keeps the Bylaws basic and unencumbered.

Definitions

Policy - A general guideline for making decisions within certain parameters.

Procedures - Step-by-step process detailing how one accomplishes specific duties.

Practices (rules) - Ways in which organizations do things that may or may not be clearly documented in either policies or procedures.

POLICIES, PROCEDURES & BYLAWS AMENDMENTS
Section 2.4
(Cross Reference Article IX of Bylaws)

The CODA Board Policies and Procedures Manual (Board P&P) is intended to expand and clarify issues set forth in the CODA Bylaws. In any instance where the Bylaws and the Board P&P are in conflict, the Bylaws shall take precedence.

Changes in the Board P&P must be in compliance with the Bylaws and approved by the Board of Trustees. The Board should conduct a complete review and approve the Board P&P every two years; interim adjustments may also be required.

The Board P&P is to be used in conjunction with the Fellowship Services Manual (FSM). The Board P&P has many items that are covered in the FSM and these policies should be used as a cross-reference. The FSM is the definitive authority for all procedures and any changes to the FSM must be approved by CSC.

Board directed changes to the Board P&P shall be made by the Association Management Company (AMC) and a revised copy will be sent out to the Board members.

The Bylaws may be amended by two-thirds (2/3) vote at the CODA Service Conference, or Special Meeting. Proposed amendments to the Bylaws must be submitted to the Secretary of the Board at least seventy-five (75) days prior to Conference for distribution to Delegates, Alternate Delegates, Trustees and Committee Chairpersons. This distribution shall be at least sixty (60) days prior to Conference, but preferably longer in order to allow discussion by the Fellowship. This distribution requirement may be met by any one of the following:

1. Publishing the proposed amendments in the Quarterly Service Report;
2. Including the proposed amendments in a mailing with other Conference related materials;
3. Sending a special mailing to the Delegates – The Delegate Package will be available on the website and notification of availability (via email blast) distributed no later than 50 days prior to the start of the CSC. If paper copies are

required for people without internet availability, they must be mailed no later than 50 days prior to the start of conference. See the FSM for further policies on delegate distribution.

No proposed amendments may be accepted for presentation to the Conference until it has met this distribution requirement.

These Bylaws may be amended by the Trustees if such amendments are needed to bring these Bylaws into conformity with existing law, or in the event that changes in federal or state laws require amendments to these Bylaws. Should this happen between meetings of the CODA Service Conference, the Trustees are specifically authorized by the Conference to use their best judgment and guidance of the Twelve Traditions to amend these Bylaws for such purposes and to bring such amendment(s) to the next CODA Service Conference for ratification in accordance with the above guidelines.

BOARD TRUSTEE DUTIES AND RESPONSIBILITIES
Section 2.5

Duties of a Trustee
Each CODA Board Trustee is expected to actively participate in the functions of CODA as described below:

1. ***General Business***
   a. Be knowledgeable of CODA Bylaws and Policies & Procedures.
   b. Establish major administrative policies governing the affairs of CODA.
   c. Devise and implement measures for CODA's growth and development.
   d. Act on any matter properly presented to the Board which affects the operations, fulfillment of purpose and membership of CODA, including periodic review and revision of CODA Bylaws and Policies & Procedures.
   e. Share your particular areas of expertise with the Board and FSWs.
   f. Be an advocate for the organization and promote CODA in ways appropriate to your sphere of influence.
   g. CSC establishes committees as stated in our service concepts; the Board assists and appoints liaisons via a group conscience process.
   h. Determine the need for administrative staff and define the duties and fix the compensation for those positions, with approval from the CSC. See the Personnel Policy for more information.
   i. Assist in filling vacancies on the Board and/or any office for the duration of the vacated person's term.
   j. Support CODA activities by being knowledgeable of and a proponent for the Twelve Steps, Twelve Traditions, and Twelve Service Concepts of CODA.

2. Financial Management
   a. Responsibly manage the funds and other property of CODA.
   b. Direct the investment of all CODA funds;
   c. Set financial objectives for CODA;
   d. Review the annual CODA budget as submitted by the Finance Committee;
   e. Review income streams annually.

f. The Finance Committee may authorize an audit or review of official financial records of CODA periodically, as recommended by CODA's Certified Public Accountant.
g. Determine the areas and levels of revenue streams for CODA.
h. The Board has their own budget and is responsible to manage it.
i. Face to Face meetings are required throughout the year and the board will work within their budget for these meetings, including using the corporate credit card to pay for group board expenses such as hotel and corporate board meals.

3. Board Meeting Responsibilities

a. Attend CODA Board meetings. All Board Trustees are expected to attend all Board meetings. If Board Trustees cannot attend a meeting, they are required to notify the CODA Chair by phone or e-mail, preferably one week prior to the meeting. The Board may vote to remove Trustees who cannot attend Board meetings consistently.
b. Read written materials in preparation for Board meetings and come to the meetings prepared to contribute.
c. Prepare oral presentations if you are on a Board or committee meeting agenda and, if needed, prepare written reports to distribute to members present.
d. Review all Board or committee meeting minutes as soon as they are sent out.
e. Complete Action Items you are responsible for in a timely manner.
f. Responsible to attend all F2F meetings, if at all possible. Corporate expenses for face to face board meetings will be paid for by the corporate credit card, including hotel room and meals that are taken together.
    a. For Board corporate meals, during which business is conducted, the corporate credit card can be used minus the expense for gratuity (tips).

QUALITIES OF A BOARD TRUSTEE
Section 2.6
(Cross Reference Article VII, Section 2 and 3 of Bylaws)

Trustees are elected by the Voting Members with consideration of the candidates' capabilities and experience in the following:

- Working knowledge of the Twelve Steps and Twelve Traditions of Co-Dependents Anonymous.
- Willingness and availability to serve the Fellowship through major service projects.
- Demonstration of skills and abilities while doing CODA Service for two or more years.
- Understanding and experience of the group conscience process.
- Courage to express oneself and the ability to listen and communicate effectively with others.
- Dedication and commitment to the health of CODA.
- Desire to carry the message to the still suffering codependent.
- Skills and experience necessary for the Board of Trustees to fulfill its legal and fiscal responsibilities to the Corporation.

2.6.1 Number of Trustees

Co-Dependents Anonymous, Inc. shall be managed by Trustees on the Board whose number may be as many as eleven (11), but not less than five (5). Up to three (3) Alternate Delegates may be available to assume vacancies on the Board. A maximum of two Trustees may be from the same Voting Entity. The exact number of Trustees may be fixed or changed within the minimum and maximum, by the Voting Members while the Conference is in session.

OFFICER DUTIES AND RESPONSIBILITIES
Section 2.7
(Cross Reference Article VIII of Bylaws)

2.7.1 Election and Term of Office – The officers for the Corporation shall be Trustees elected by the Board at its first meeting following election, whether that meeting is a regular meeting or a special meeting. The offices shall be: a Chairperson, a Vice Chairperson, a Secretary and a Treasurer. The Trustees may also elect other officers or co-officers as it shall deem desirable to execute the Board's business. The Term of office shall be one (1) year unless sooner vacated by death, resignation, or disqualification.

2.7.2 General Duties – The officers perform those duties that are usual to their position and that are assigned to them by the Board, including those duties that are set forth in the position descriptions for each officer as adopted by the Board from time to time. Each officer shall be accountable to the Board in the manner specified by the Board. The Board may remove an officer through a group conscience process.

2.7.3 Vacancies – In such a case, the vacancy is to be filled at the next regular or special Trustees' meeting. A person may hold no more than one office at any time.

2.7.4 Chair – In addition to those duties stated in Article VIII of the Bylaws, the Chair shall:

1. Represent the entire membership and the best interests of CODA.
2. Be responsible to the Board of Trustees and membership for seeing that the programs and policies of CODA reflect the Twelve Steps, The Twelve Traditions and the Twelve Service Concepts of Co-Dependents Anonymous.
3. Support and defend the policies and programs adopted by the Board of Trustees.
4. Have a working knowledge of CODA's Policies and Procedures as set forth in the Board P&P Manual, the Fellowship Service Manual and the Bylaws.
5. Have a working knowledge of "Community Decision Making" process and the "Disagreement, Mediation and Resolution Process" in the Fellowship Service Manual. (Section 2)
6. Insure all decision making by the Board follows the group conscience process in accordance with Tradition 2.

7. Insure that the Board of Trustees, and officers are kept fully informed on the conditions and operations of CODA.
8. Work with Board of Trustees to see that the basic policies, programs and strategic plans are designed to further the goals and objectives of CODA are planned, formulated and carried out.
9. Insure that the organizational structure and policies of CODA are reviewed annually with the Board.
10. Serve as an ex-officio member/liaison to all committees.
11. Promote interest and active participation in CODA on the part of the membership and report activities of the Board, QSR and CODA to the members by means of CODA's website, email announcement blast, other publications, letters or speeches.
12. Act as the spokesperson for CODA; respond to emails on behalf of the Board.
13. Act as the main contact/liaison with the AMC and guide the day-to-day activities with same.
14. Act as a contact and back-up liaison to all Fellowship Service Workers.
15. Act as a contact to corporate and copyright/trademark attorneys and back-up to the Legal Liaison.
16. Write quarterly reports for submission to the QSR. Presents an annual report at the annual CSC or at other appropriate meetings.
17. Act as an advisor for and contributor to CODA's website, working with the Web Liaison. (maybe chair should be back up like to the legal liaison)
18. Prepare the agendas for the Board and Executive Committee meetings. This duty may be delegated to the Vice Chair, or Secretary.
19. Work with the Board Secretary to keep track of Action Items and items to be carried to Email as an extension of meetings.
20. Work with Board Secretary to keep track of Email Group Conscience decisions to be ratified as an extension of a meeting or action without a meeting.
21. Work with Board Secretary to insure the motions database is kept up to date and a complete list is presented at the annual CSC
22. Work with the Events Committee and Chairs Forum to prepare the annual CSC Agenda.
23. Participate in the Chair's Forum.
24. Acts as the first officer for signature on all contracts.
25. Is a signer on all bank accounts.

2.7.5 Vice Chair- In addition to those duties stated in Article VIII of the Bylaws, the Vice Chair shall:

1. Serve on the Board of Trustees and attend all meetings of same.
2. Preside at the Board of Trustees or any other Board meetings if the Chair is not able to attend, or if the Chair wishes to address the Board as a general member.
3. Handle special assignments upon the request of the Chair.
4. Will assume the office of the Chair until the end of the present term if the current Chair is no longer able to serve in that capacity.
5. Acts as second officer signature on contracts.

2.7.6 Secretary –In addition to those duties stated in Article VIII of the Bylaws, the Secretary shall:

1. Work with Management Staff to keep a register of the mailing address and email address of each Trustee. Assure the Trustee section of the Trusted Servant's area on the website is updated.
2. Is present at Board meetings. Works with Management Staff to prepare the Board meeting minutes to be approved within two weeks and have posted on website within 20 days.
3. Work with Management Staff to keep minutes of all Trustees meetings, in one or more books or electronic formats provided for that purpose.
4. Work with Management Staff to prepare and send all notices as required under these Bylaws.
5. Oversee the maintenance of the corporate records in accordance with the provisions of CODA's Bylaws, including signing any document updates.
6. Maintain an accurate and current record of selected/elected Delegates, Alternate Delegates and Fellowship Chairs.
7. Perform other duties as from time to time may be assigned by the Conference, Chairperson or the Board
8. Work with Board Chair to keep track of Email Group Conscience decisions to be ratified as an extension of a meeting in the consent agenda.
9. Oversee the maintenance of the Board and Conference written motions in the motions database and make sure they are put on the website in a timely manner.
10. Work with Events to oversee the Elections process.

2.7.7 Treasurer - In addition to those duties stated in Article 4 of the Bylaws, the Treasurer shall:

1. Supervise all funds and securities of the Corporation.
2. Receive and give receipts for monies due and payable to the Corporation from any source whatsoever.
3. Deposit these monies in such banks, trust companies, or other depositories as shall be selected by the Trustees.
4. Be responsible for the payment of accounts payable.
5. Maintain appropriate ledgers documenting monies received and paid.
6. Provide periodic financial reports to the Trustees and Membership.
7. Perform such duties as may be assigned by the Conference, Chairperson or the Trustees.
8. Serve as Board Liaison to the Finance Committee
9. Help to develop the annual budget with the Finance Committee.
10. Oversight of the Bookkeeper and Certified Public Accountant for all fiscal duties.
11. The Board Treasurer is issued a corporate credit card to be used for board expenses and other corporate expenses that are needed and budgeted for.
12. Responsible to work within the Board budget, including budgeted amount for face to face meetings throughout the board year.

2.7.8 Removal of Officers - The Board of Trustees has the authority to elect and remove officers. Any officer who is remiss in his/her duties as an officer, or reveals an inability or unwillingness to execute these responsibilities, may be removed from office when, in the Board's best judgment, the officer is not serving the Fellowship's or the Corporation's best interests. Removal from office requires a two-thirds (2/3) majority vote of all Trustees present and voting at a meeting of the Trustees at which a quorum is present.

CHANGING OF THE GUARD
At First Meeting of the new Board at CSC
Section 2.8

Here are things that each new board trustee needs to know:

1. **You were handed a Board Policies and Procedures Manual (either hard copy or electronic). Please read the following two items immediately:**
    a. Read Section 2 on Board Duties and the Changing of the Guard
    b. Read Section 3 on Liaison Duties

2. **Our first board meeting will be announced. At CSC we will meet several times to go over immediate items.**

3. **At one of the first board meeting assignments are made for:**
    a. Officers*
    b. Legal Liaison
    c. Web Liaison
        i. Web Workgroup
    d. Committee Liaisons**

**Note: Ideally, each elected officer should meet with the previous officer to gain understanding of the items they have been working on for a smooth transition. The Treasurer position includes going to the bank to add the new treasurer to the bank accounts as well as making them aware of all procedures and items that are set for automatic payment. There is a Treasurer's book with procedures that will be passed to the new Treasurer.*

***Note: When Liaison position is assigned, go to the committee chair at CSC and introduce yourself and let them know you will be the liaison and if there are any problems, to let you know. Asking the question "how do you feel about me being your liaison" empowers the chair. If they dissent, agree with them and work with them to take their suggestion back to the board. And then work on who would be the best liaison for them. Once liaison assignments are made and finalized, we try hard not to change the*

liaisons, preferring to ask the committee to give it time before asking for a change. Also talk to your chair about a regular check-in with them. Ask the chair if it is okay to be on their email alias.

4. **Strategic Plan –** is in your board manual and is typically reviewed at least once a year.

5. **Board Documents to be signed**
    a. Conflict of Interest Agreement
    b. Non-Disclosure Agreement
    c. AZ Corporation Commission Disclosure Agreement
    d. Receipt of Board Policies and Procedures Manual (Board P&P), initialed as received
    e. Contact information sheet filled out, including returning trustees.

6. **The Board meets twice monthly via teleconference –** once as an official board meeting and once as a workgroup where only discussions occur (no motions are made, no votes are taken, brainstorming and discussion only on any topic; round robin order is used to determine order of discussion). The Board holds between 1 to 3 face to face meetings throughout the year. At the first Board teleconference, the Board will determine when the monthly meetings are. (Currently: Board Meeting: 2nd Wednesday of the month, 10am EST; Board Workgroup: 4th Wednesday of the month, 10am EST)

    Note: Written 2x2 Reports, Treasurer's Report (bank balances) and Workgroup Reports are due one week prior to Board meeting except when QSR is due and the QSR is substituted. Liaison Reports are gathered from the Chairs meeting agenda. These are all included in the consent agenda. Please calendar due dates for submission.

7. **Access to Board area on website will be given. The webmaster will give you a username and password to login to the Trusted Servant area, shortly after CSC.**

    Note: Access to the Board MS365 system as well as a link to the Action Items from Board meetings will be given. Board Secretary will work with Management Company to keep item status updated.

8. **Email protocols:**
    a. Subject line will have – FOR DISCUSSION; GC FOR APPROVAL; TIME-SENSITIVE; MOTION, etc., to assist in having emails answered in a timely manner.
    b. All Board members have 7 days to participate in email discussions. Board Member who began the discussion is responsible for keeping the discussion moving forward, which may include putting forth a motion. Board Secretary keeps track of any motions for voting and reminds those who may not have voted to "please vote." For voting information and directions, please see Policy and Procedure manual section

2.11. Any motions completed by electronic voting will be put in the next board consent agenda.

c. Emails come through aliases and directly. Set up your own CoDA email –i.e., name@gmail.com or use your current one. Get set up with a separate email for Board business (i.e. secretary@coda.org) through MS365.
d. Some emails are for informational purposes; if you are CC'd on an email, do not reply, especially if it is from a committee. If you are a liaison and an email comes via the committee, do not respond. You are on their alias, for information only, not participation. If the board needs to be informed of a committee action or issues, a new email will be sent to the board from the liaison, rather than forwarding the committee email.
e. Check to whom you are replying to – **you may not always want to "reply all."**
f. Before forwarding emails, get permission from all people in the thread.
g. Reminder that Board emails and conversations must remain within the board until GC is reached. Board members are cautioned to refrain from sharing information with others before agreement is reached. Refer to the Board Non-Disclosure Agreement.
h. Board@coda.org is used for all Board Members as well as Management Company.
    - When responding to the group alias, make sure to delete all individual emails if you know that person is in the group alias. It helps during the email thread process.
i. Boardonly@coda.org is for Board Members only.
j. Liaisons and back-up liaisons will be placed on the committee alias they are assigned to when committee gives permission.

9. **Recommend familiarizing yourself with the FSM in particular, which is in 5 parts.**

10. **Read the Policies and Procedures Manual (Board P&P) thoroughly, particularly the board and committee sections.**

11. **Read your Committee Policies and Procedures Manual.**

12. **If you would like an electronic version of any documents, i.e., bylaws, FSM, 12 Service Concepts please go to the website at: http://coda.org/index.cfm/service-info/ .** (Note: Meeting Handbook is in Part 2 of the Fellowship Service Manual.)

13. **Form Letter from Liaison to Chair about Minutes** – to use if there is question about their minutes.

"Dear CHAIR NAME; I noticed in our minutes is said (blah, blah). I'm concerned that this might mean (X). Could we discuss by phone or if not, could you provide more information around the discussion? I want to make sure I am able to assist in whatever you need to come to a healthy solutions regarding (X). In service,"

14. **NEW TREASURER ONBOARDING** – SOS will work with the new Treasurer to acquire banking access and transition tasks. SOS President has access to the CoDA checking and savings accounts as well as having a debit card for expenses. SOS has set up and monitors recurring payments with the SOS Chase debit card. Steps for new Treasurer:
    - CoDA Treasurer will be set up as a user of the account, with the same rights as SOS.
    - SOS will be responsible for check writing during the transition from one treasurer to the next.
    - SOS President will go to the banks (Chase and National Bank of Arizona) following the CSC and put the new Treasurer on the account and remove the previous treasurer.
    - The Treasurer will have 30 days to go to a Chase bank and present themselves as well as their identification, sign up on the account and request a debit card.
    - SOS will bring the signature card for with National Bank of Arizona to CSC for new signatures.
    - Treasurer will set their account with alerts for any checks over $125.00. This will give notice to the Treasurer each time a check is sent, making for a double check in the system.
    - SOS will work directly with the Treasurer to determine when the Treasurer is ready to take over the duties of check writing. SOS may also be asked to write checks at other times, as needed.
    - SOS will set up the CoDA chair (chair@coda.org) as a user under SOS, with rights to view and write checks (as a Treasurer back-up) with an alert of $125.00.
    - Finance Chair (Finchair@coda.org) is a view only user.
    - Once SOS puts the Chair and Finance Chair on the account under them, an email is sent to them with a link to the bank and they set up a passcode at that time.

15. **Familiarize yourself with Xoom and Zelle** - platforms used for making payments
    - Zelle is used to may payments domestically
    - Xoom is used to make payments internationally

CODA SERVICE CONFERENCE (CSC)
PREPARATION AND RESPONSIBILITIES
Section 2.9

The CODA Services Conference (CSC) is the annual business conference for the Corporation. It is usually held in the summer or early fall. The time, date and place are set by recommendations of the CODA Events Committee at the previous CSC. The conference usually starts on a Tuesday and ends on Friday afternoon, overlapping with the International CODA Convention (ICC) which usually starts on Friday morning.

Section 2.9.1 – Pre-CSC Planning

1. Conference procedures are outlined in the CODA Service Conference Procedures Manual (in Part 4 of the FSM)
2. The Board is responsible for insuring all notices go out in plenty of time for all CODA World Service Workers and Delegates to prepare and send in their reports, motions and budgets. (see above manual for due dates and instructions for preparation).
3. The Board is responsible for reviewing the agenda in conjunction with the Events Committee. Collaboration with the Chairs Forum is appreciated, taking into consideration the number of motions presented by respective committees or other CODA entities.
4. A Facilitator is recommended by the Events Committee and approved by the Board.
5. The Board ensures there is adequate help to accurately record the motions at conference and are entered into the database correctly. SOS will staff CSC including recording motions in the motion database, as well as another person to craft the motions during CSC.
6. Board motions passed during the year up until the motion submission deadline (75 days prior to CSC) is compiled by SOS and entered into the Board motion database. These will be in the delegate packet 75 days prior to CSC. The remainder of the year's motions will be presented and all will be presented for ratification at CSC.
7. Treasurer is responsible to create the Board budget and works with Finance Chair to create the master budget with all budgets submitted.
8. Send out a Plea to the Fellowship for Board Members. Send out 3 months, 2 months

and 1 month ahead of time through CSC eblast system.

Section 2.9.2 – Pre-CSC Meetings

1. It has been the general practice of the Board to hold a pre-conference face to face (F2F) meeting for Board business on the Saturday and Sunday before conference. It is also a good time for the Board to plan a fun activity to build camaraderie among fellow Trustees. Voting Entity Issues are given assignments at this meeting.
2. The Board may plan and host a Pre-Conference meeting on Monday before the start of the conference. The Board meets with the chairs of all the committees, ad hoc and task force as well as contractors, if necessary. This meeting is meant to be a focus for communications and collaboration among all CODA World Service workers.

Section 2.9.3 – At CSC

1. The current Board and Board officers incoming to conference remain in their position until the end of conference, even after the new Trustees are elected.
2. The Board usually presents their report and motions on the first day. The Treasurer's report is given during a separate time.
3. Voting Entity Issues are presented and assigned during the Board report.
4. The previous year of Board motions are presented and ratified by the Voting Members.
5. All Board Trustees are Voting Members and should be familiar with all motions being presented and ready to vote.
6. The Board may host a "Welcome Delegate Reception" on Monday evening and a Committee/Delegate luncheon on Wednesday with the focus being on recruitment of World Service Volunteers.
7. The current Board and Board officers take time to orient the new Board members before their first meeting. The newly elected Trustees will be presented with a new Board member orientation packet.

BOARD MEETINGS AND CONDUCTING BOARD BUSINESS
Section 2.10

Section 2.10.1 – Procedure for Meeting Notification

The Board Chair, vice-Chair, or Secretary will send a notification shortly after a con call with the date of the next call, and will follow up with a reminder closer to the call. The following text will be emailed to the chairs on the chairs alias and to the fellowship in an email blast:

Any CODA member is permitted to join the Board con call unless we are meeting in executive session to discuss personnel or legal issues. Any interested member must follow the instructions listed below:

- *These guidelines are to facilitate the observation of interested members of the Fellowship in the Board of Trustee conference calls. The Board's use of teleconferencing on a monthly basis to conduct the business of CODA is not intended to close the meetings, nor to conduct CODA business in secret; it is intended as a money and time saving use of technology. The Board feels that its meetings should be open to the Fellowship and welcomes the interest and appropriate participation offered.*
- *The CODA Board will announce the date and time for their next scheduled monthly conference call as part of each meeting or con call summary that is sent out via email blast and posted on the CODA website.*
- *Members interested in joining the call must notify the Board in advance since a limited number of people may join each call. Members interested in joining the call must notify the Board in advance since a limited number of people may join each call. Advance notice of at least 24 hours is requested.*
- *It is at the discretion of the Board as to whether or not participants will have a "voice" during the call. This is based on the time constraints that we have and whether or not a participant has specific information or expertise on a subject under consideration.*
- *Certain con calls (for example, those that involve personnel discussions) will be closed to non Board Members.*
- *Those members who agree to the above conditions and wish to be notified and given access to the Board conference call should send an email to board@CODA.org*

We encourage Committee Chairs to take advantage of this opportunity. Non Board Members have neither voice nor vote during the call unless prior arrangements have been made.

Section 2.10.2 – Regular and Special Board Meetings (*Article VII section 8 Bylaws*)

Regular meetings of the Trustees shall be held at the discretion of the Board, but at a minimum, quarterly, within or without the State of Arizona at a time and place determined to be geographically and economically feasible for all Trustees. These meetings may be face to face or teleconference or similar means of communication whereby all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting. A Special Meeting of the Trustees may be called at the request of a majority of Trustees. Trustees should be notified of the time and place at least five (5) days prior to the meeting, unless an agreement has otherwise been reached by a two-thirds (2/3) majority of the Trustees prior to the meeting.

GROUP CONSCIENCE EMAIL VOTING POLICY
Section 2.11
(Cross Reference Article VII, Section 9 of Bylaws)

To conduct CODA business between Board meetings, the Board may elect to conduct business through email. The Board can conduct email business in two ways:

1. Extension of a meeting; OR
2. Unanimous Vote

Extension of a Meeting – If a discussion has been started in a board meeting and a vote has not been taken, and the board agrees to take the vote via email, this would be considered an "extension of the meeting". As the Board has already agreed to take the vote via email between meetings, then a majority vote is sufficient, as defined here:

Procedure:

1. The Chair or Secretary shall email the board with the language for the vote and a time frame for the vote to be complete.
2. There will be a 7-day waiting period for all board members to respond.
3. Each board member will have the opportunity to vote within the 7-day waiting period by "replying all" to the original motion email.
4. When the specified period is over, those email votes received will be counted and the majority of the vote counts as the vote.
5. The board will be notified by the Chair or Secretary of the result of the vote and any action to be taken because of the vote.
6. The vote will be ratified at the next board meeting in the minutes.
7. All emails for each vote will be kept by the Secretary.
8. Board Summaries, Quarterly Service Reports, and other <u>time sensitive</u> action items may be approved by a majority group conscience vote without the seven day waiting period as determined by the Board.

Unanimous Vote Without a Meeting – If a vote needs to be taken between meetings and has not been brought up in the previous meeting for action, then an "action without meeting" can

take place via email. This vote requires 100% participation of all board members and a unanimous vote. If a unanimous vote does not happen, then action must wait for a vote at the next board meeting.

Procedure:

1. Any Board Member can email the Board with language for an electronic vote and a time frame for the vote to be completed.
2. There will be a 7-day waiting period for all board members to respond.
3. Each board member will have the opportunity to vote within the 7-day waiting period.
4. When the specified period is over, those email votes received will be counted – must have 100% participation from all board members and the vote must be unanimous.
5. The board will be notified by the Chair of the result of the vote. If unanimous, the Chair will advise that and any action to be taken because of the vote.
6. If the vote is not unanimous, or all Board Members did not have an opportunity to vote, the Chair will announce that this subject will be on the agenda of the next board meeting for completion.
7. All unanimous votes are to be recorded at the next board meeting in the minutes.
8. All emails for each vote will be kept by the Secretary.

2.11.1 *Discussions by Email*

- Discussions can be led by email in between meetings if the subject line clearly states it is for discussion (i.e., DISCUSSION – then topic).
- Once discussion has been completed, an email for vote (see above policy) can be sent with a subject that clearly states this is for vote (i.e., GC FOR APPROVAL – then topic).

EXHIBIT 2.8.1a
COMMUNICATIONS EMAIL CONTACT LIST

This information will be very helpful in the creation of complete email aliases for the purpose of accomplishing CoDA business.

Circle the Committee you are reporting about:

Board Comm Co-NNections Events Finance Hosp & Inst

Int'l Task Force Issues & Mediation Literature Outreach Serv Structure

Spanish Outreach Translation Mediation

Please return this document by _____ to webliaison@coda.org

(Suggestion: Send it as a .pdf file with your committee name included)

Thank you in advance for taking the time to gather and forward this information.

Please provide contact information for the following:

Name _____ Liaison _____

Chair		
Vice Chair		
Secretary		
Treasurer		
Member		
Member		
Member		
Member		
Alternate 1		
Alternate 2		

LIAISON DUTIES AND DESCRIPTIONS OF COMMITTEES/FELLOWSHIP SERVICE WORKERS AND SPECIAL WORKERS
Section 3

ESTABLISHED COMMITTEES LIST
Section 3.1

(Cross Reference FSM, Section 7 for complete descriptions and info)

1. **Communications** - Working communications issues within CoDA at all levels
   a. CoDA Email Team (CET) - Answers CoDA Questions submitted by email.
   b. C-Phone - a group of volunteers that answers incoming calls for CoDA World.
2. **Co-NNections** - Accepts articles from people wishing to share their experience and hope.
3. **Events** - Plans CoDA's Service Conference (CSC) and International CoDA Convention (ICC)
4. **Finance** - Establishes Fiscal Policy
5. **Hospitals and Institutions (H & I)** - Carries CoDA's message to hospitals & institutions
6. **World Connections Committee (WCC)**
7. **Issues Mediation Committee (IMC) -** Mediates disputes in CoDA. Monitors Voting Entity Issues (VEI's).
8. **CoDA Literature Committee (CLC) -** Develops literature for CoDA Conference approval
9. **Pro-Outreach** - Works to carry the message to codependents who still suffer
10. **Service Structure Committee (SSC) -** Support and maintain CoDA's foundational documents
11. **Spanish Outreach (SPO) -** Answers Spanish Questions via email
12. **Translation Management Committee (TMC) -** Works with CoDA entities translating CoDA literature into other languages.

QUARTERLY SERVICE REPORT
Section 3.2
(Cross reference FSM, Section 9)

Quarterly Service Report (QSR) is published each quarter and provides information to the CoDA Communities from actions of each Committee and the Board of Trustees.

3.2.1 QSR Submission Procedure

1. All QSR submissions are made to QSRsubmit@coda.com
2. All submissions to the QSR editor are made through the QSR Board liaison.
3. There are no content additions, deletions or changes to a committee's report by the editor without discussion and agreement with the committee first.
4. The final draft of the QSR is made available for review by all Board members, and must be reviewed by at least two members.
5. No content changes will be made after final approval by the Board. Punctuation, grammar, and spelling corrections may be made when needed without approval.
6. The QSR board liaison will send out a reminder email no later than the last day of the quarter (March 31, June 30, Sept 30, and Dec 31).
7. Publish dates: QSR editor will strive to send the report out within 15 days of receiving all submissions; thus,

Quarter	Due to Submit	Due to Publish
1st	April 15th	April 30th
2nd	July 15th	July 31st
3rd	October 15th	October 31st
4th	January 15th	January 31st

COMMITTEE MEMBER POLICIES & PROCEDURES
Section 3.3

3.3.1 Committee Accountability
Each committee reports to the CSC their progress on the previous year's CoDA Service Conference motions and assigned Fellowship issues. All standing CoDA Committees submit their Committee reports, motions, goals and budgets as defined in Section 10, Community Problem Solving Method and Conference Procedures, Guidelines for Board, Committee and VEI Reports, Issues and Motions Presented at CoDA Service Conference (CSC).

3.3.2 Chairs Checklist - ***(This list is on the Committee Work Area (CWA) and will be distributed to the incoming committee chairs and board liaisons at CSC.)***

1. A Board Liaison is assigned to each committee to offer guidance as needed. If you don't know who your Board Liaison is, check on the website, or send an email to board@coda.org.
2. The Board Liaison distributes the *Committee Contact Information Form* (see Exhibit 2.8.1a) to the Committee Chair to obtain an email contact list for the Committee and send to the webmaster to update the Committee email alias. The Chair's email shall be added to the Chair's forum alias. The Board Liaison works with the Committee and the CoDA webmaster to ensure that each trusted servants area is appropriately updated post conference.
3. Before leaving Conference, each committee provides the CoDA Board with a copy of the committee goals and their budget for the coming year. These will serve as a guideline for the incoming Committee Chair and the new Committee Board Liaison.
4. All motions affect other service entities. Chairs whose committees have had motions approved at the Service Conference need to notify relevant CoDA World Committees, CoDA or CoRe Boards about the new items. If a Chair is not sure who is affected, please check with your Board Liaison.
5. Consider scheduling a regular, free teleconference for your committee work. Consider "Skype" or similar service if you have international members.
6. Report your committee's work and progress to the Fellowship in the Quarterly Service Report (QSR). Your Board Liaison will let you know the deadlines. ***(cross reference section 3.2- Quarterly Service Report also in FSM…)***

7. Committee reports and Budgets are due thirty (30) days before the start of the next CoDA Service Conference (CSC). Prepare and submit your committee's budget to budget@coda.org and webmaster@coda.org. ***(cross reference section 5.4.8 for budget planning)***
8. Most Committee Motions are due sixty (60) days before CSC. Prepare and submit to submitcsc@coda.org and webmaster@coda.org. ***(cross reference Section 10 FSM, Guidelines for Board, Committee and VEI Reports, Issues and Motions Presented at CoDA Service Conference (CSC))***
9. Learn about CoDA's Expense Reimbursement Policy. In order for you and your committee members to be reimbursed for CoDA business, the policy must be followed. If you have questions about something in the policy, contact finance@coda.org. ***(cross reference section 5.4.8 for ERR and CWA)***

3.3.3 Planning a Face to Face (F2F) Meeting

A face to face (F2F) meeting is a valuable tool for committees to use in order to complete their work. Each committee is permitted to hold one F2F meeting each year. CoDA, Inc.'s Board of Trustees is permitted to hold up to four a year. Two items are needed to support paying for the meeting - relying on the committee's annual goals and submitting an agenda for the meeting. Following are some guidelines and suggestions for planning a F2F meeting.

Board & Finance Liaisons

The committee's Board Liaison and Finance Liaison are there to help the committee. If you need help planning the meeting, finding information about the committee's goals, budget or anything else related to planning a F2F meeting, please contact them. If the committee is unclear as to whom its liaisons are, you can check the website at www.coda.org in the Trusted Servants' Area, or you can write to them at board@coda.org and finance@coda.org .

Choosing a Location

1. Where do the members of the Board or Committee live? Plan a meeting in a city where one or more of the members live, to save at least one airfare.
2. Hold the meeting in a city where members can get direct flights.
3. Plan ahead so members can watch for good airfares. Consider avoiding times of the year such as holidays and school vacation
4. Consider weather conditions - locations that experience severe weather conditions can make travel to and from an area difficult.

Agenda

An agenda is a necessary item when planning a F2F meeting. It is used for bookkeeping purposes, and as a tool for guiding the work at the meeting. It is suggested that the committee utilize its annual goals presented at the previous CSC to aid in developing an agenda.

Length of the Meeting

The amount of time needed for the meeting is determined by the group's goals. Per the guidelines found in CoDA's Expense Reimbursement policy, CoDA members engaging in CoDA

business are permitted a travel day to the meeting, work days (we suggest 1 or 2 work days for committees) and a travel day home. If there is uncertainty as to how many days are needed for the work, consider consulting with the committee's Board liaison and/or Finance liaison.

Budget

Be sure to review the committee's budget before planning the meeting. Many times after the CoDA Service Conference (CSC) approves the budget, the committee has changed membership. If more money is needed for the meeting due to a committee membership increase, please do the following:

1. Contact your Board liaison and tell him/her about the situation
2. Develop an estimate of what the costs will be for the meeting, and note the increase needed
3. Create an agenda for the meeting
4. Write a brief explanation of why the committee needs a budget increase
5. Submit the estimate, agenda, and explanation to the committee's Board liaison and Finance liaison for approval.

Hotel

1. Plan to spend approx. $100 per room (maybe less in a low-cost area or a little more in a high-cost area)
2. Book a hotel that includes breakfast, provides free Internet service, and has a free shuttle to and from the airport.
3. We ask that two people share a room whenever possible. If there is an odd number of members, or if there are an unequal number of men and women, one person to the room is permitted.
4. If you need a room to work in, we suggest asking if there is a room available for the meeting. Hotels may have a separate meeting room, or one of the sleeping rooms can be utilized as a meeting space by converting the living area into a meeting space or a suite may have a meeting room attached to it.

Committee Chair Responsibilities

Following are some guidelines for the Committee Chair:

1. Be familiar with the Expense Reimbursement Policy, Expense Reimbursement Approval Procedure, and the Expense Report Form. These documents can be found at www.coda.org in the Trusted Servants' Area, or write to finance@coda.org for assistance.
2. If the committee's approved budget from the previous CSC will not cover the costs of the meeting, it is the chair's responsibility to put in a request for additional monies **before** the F2F meeting takes place. Failure to do this could mean that expenses over the committee's budget will not be reimbursed. **(See the above section, "Budget")**
3. If a member needs an advance, have the member fill out the Travel Advance Request Form, and send it in at least 30 days before the scheduled meeting.
4. Committee Chairs are responsible to submit the MIS (meeting information sheet) to ERR@coda.org, containing expected attendees to your face to face meeting (F2F), dates, and location as soon as a F2F is planned.

5. Bring Expense Reimbursement Request Forms to the F2F meeting for distribution to those attending. After the meeting ends, encourage members to fill them out and submit them as soon as possible. **NOTE**: Members who receive an advance need to fill out a report, too.

To submit for reimbursement, see EXHIBIT 5.4.8a - 2014 EXPENSE REIMBURSEMENT REQUEST FORM

Free Teleconference and Video Conference Meetings

Teleconferences can be a cost-effective and free alternative to a meeting. Video conference calls are accessible to those with the proper equipment. Free video conference call providers often include tools for working collaboratively on documents and screen sharing. For free services, search for “free conference calls” or “free video conferencing” on the internet, or consult with the committee’s Board liaison and/or Finance liaison for suggestions.

BOARD LIAISONS TO STANDING CODA COMMITTEES, ADHOC AND TASK FORCES
Section 3.4
(Cross Reference FSM, Section 7)

Description: The Board assigns a member to serve as liaison to each standing committee as well as other CoDA service entities such as Ad Hoc committees or Task Forces. The liaison provides a communication link between the Board and the committee or service entity.

Responsibilities:

1. Liaisons communicate pertinent information to their assigned committee, including: dates of Board meetings, CoDA Quarterly Service Report (QSR) publication deadlines, and any information related to the committee's goals or commitments to the Fellowship.
2. Liaisons may serve in a consulting capacity between committees, such as discussions between the Translation Management Committee and the Literature committee related to CoDA Conference Endorsed Literature. Liaisons communicate changes in CoDA's overall financial status to committee chairs as soon as possible in order to allow for any expenditure adjustments.
3. Liaisons communicate with committees when there are legal issues that impact the committee's work.
4. Liaisons provide guidance in adherence to the Twelve Traditions, and Twelve Service Concepts in all activities. Liaisons may provide support when asked in preparation for the annual CoDA Service Conference.
5. Liaisons may be asked to attend a committee's face to face meeting to serve in a consulting capacity. Liaisons may be invited to attend regular committee conference calls and asked to join the committee's email alias.
6. Liaisons report on committee activities and bring any committee concerns to the Board before or at each scheduled Board meeting. Liaisons prepare monthly written summaries for submission to the Board before or at each scheduled Board meeting.
7. Liaisons review committee reports prior to submission to the QSR Liaison and editor for publication in the QSR. Liaisons may suggest changes to any report.

BOARD LIAISONS TO CONTRACTORS
JOB DESCRIPTIONS AND DUTIES
Section 3.5

3.5.1 Web Liaison

1. Interfaces between the Board, Webmaster, Committees and others as necessary.
2. Filters all requests for the webmaster to make changes to the web.
3. Forwards requests to the webmaster to add/change/correct the website or responds with the explanation of why the change can't be done.
4. All requests are acknowledged when received and when completed.
5. Responds to requests to have links placed on the website after verifying that the linked website is consistent with the website guidelines.
6. Ensures that requests for posting are in the format required by the webmaster. Ensures that CoDA Traditions are upheld in all such requests. Collaborates with webmaster to ensure that the postings to the website are in compliance with current CoDA policies and procedures.
7. Ensures that requests for postings are posted to the area of the website with the proper access restrictions.

3.5.1a Webmaster

a. Maintain the CoDA.org website under the direction of the board
b. Handle requests for changes and/or corrections to the website either by making the change or by responding with the explanation of why the change can't be made
c. Maintain the email aliases and the corresponding document that is available on the website
d. Forward emails that were sent to the webmaster incorrectly
e. Manage the Spam folder to ensure that no valid messages were sent there in error
f. Backup website monthly to two locations, one onsite and one offsite in the cloud
g. Respond to requests to have links placed on the website after verifying that the proposed website is consistent with the current website guidelines

h. Periodically review all linked sites to ensure that they are still consistent with web guidelines and when they are no longer consistent notify the Board Web Liaison to determine what action should be taken
i. Periodically produce meeting list files for use by the committees that respond to emails and phone calls
j. In preparation for annual CoDA Service Conference (CSC) load all motions and other CSC documents on the website at least 50 days before CSC
k. Maintain the motions database and produce yearly post-CSC report that is made available on the website
l. Maintain a list of usernames and passwords for various protected parts of the website and share the list with the Board Secretary
m. Coordinate with the Board Web Liaison as needed

n. Other duties as assigned by the Board

3.5.2 Contractor Liaison - Interfaces between contractors and the Contractor sends invoices to Treasurer to be approved, in accordance with the signed contract. This position is appointed each year.

3.5.2a Administrative Contractor Description and Duties

a. Picks up U.S. mail at post office box and processes forwarding it as appropriate
b. Registers new groups and updates existing meeting information as requested and supports members in understanding the processes involved
c. Sends documents to groups who have requested them
d. Coordinates receipt of 7th Tradition contributions received through U.S. mail and acknowledges online donations
e. Prepares and makes bank deposits; maintains spreadsheets and prepares reports
f. Attends to phone volunteer matters including scheduling, maintaining menus and coordinating with our online and paid answering service providers as necessary
g. Returns calls made to office line
h. Scans and delivers documents to our Corporate Attorney
i. Other duties as assigned by the Board

3.5.2b Email List Coordinator Description and Duties

a. Maintains email address lists of those CoDA members who have requested receipt of CoDA World Fellowship announcements by email
b. Sends out messages as provided or requested by committees, the board and their chairs. Also sends out various reminder emails (CoDA events, etc) that they may compose themselves
c. Works to optimize methods of sending to reach as many list members as possible
d. Maintains an internet archive of past messages and a web based list

e. Signs-up; and saves all list subscribe confirmation emails.
f. Provides opportunities for CoDA members to sign up for the list
g. Protects all list members' anonymity and privacy
h. The list is only for Official CoDA World Fellowship use. It is essential (due to legal reasons and respect for list members) to send only to people who have requested the list and to limit e-mailings to CoDA Fellowship issues
i. Works to be aware of and follow all USA email laws. Maintains a relationship with our email list host, to have the knowledge to follow their policies
j. Other duties as assigned by the Board

3.5.3 Contractor Liaisons

3.5.3a Liaison to Bookkeeper and Certified Public Accountant (CPA)

This is part of the Treasurer duties ***(cross reference Section 2.8.7).***

3.5.3b AMC (Executive Director Liaison)

Interfaces between the Executive Director (ED) and the Board and reviews invoices to Treasurer to be paid. The primary liaison to the ED is the Board Chair. The Board Chair oversees all tasks and monitors monthly hours and administrative report.

AMC Scope of Services

1. **Policies and Procedures (P/P) –** ongoing maintenance of all policies and procedures.
2. **Board Policies and Procedures –** creation and maintenance of all Board P/P.
3. **Professional Service Provider Policy -** to create and maintain a contract and policy for both independent contractors and professional service providers
4. **Committee Policies and Procedures –** creation and maintenance of all Committee P/P.
5. **Fellowship Services Manual (FSM) –** assist with maintenance of the FSM
    a. **Negotiation of contracts –** assist with negotiation of contracts, as needed
    b. **Legal Issues –** assist with legal issues, as needed
6. **Assist with tracking of all agreements**, including countries and individuals.
7. **Assist with Archiving Project** - including storage, distribution (i.e., digital storage and legal distribution)
8. **Assist with History storage and display**.
9. **Strategic Planning –** work with the board on moving forward with their strategic plan.
10. **Website –** ongoing maintenance of website, including webmaster duties
    a. **Motions Database** - review and maintain motions database for CSC and the CoDA Board.
11. **Office Location and Communications –** storage and assistance with communications. *Option: provide corporation phone support and headquarters, as needed.*
12. **Board and Committee support –** work with the board and the committees, as directed.

13. **Messaging, Communications & Social Networking**
14. **Help streamline communications throughout the organization**
15. **Assist with standardize messaging throughout the organization**
16. **Assist with a process** to insure accurate and timely communication with the Fellowship;
17. **Help create surveys to determine needs –** internally and externally.
18. **Assist with creating a Public Information Campaign**
19. **Assist with managing Messaging/Marketing Professional, as directed.**
20. **Financial Management –** assist with bookkeeping and other financial management, as requested.

ELECTIONS
Section 4

(Cross Reference FSM, section 10)

ELECTION POLICIES AND PROCEDURES
Section 4.1

NOMINATION AND ELECTION

The Events Committee acts as the Nomination Committee for annual Board elections. They will confer with CoDA Board of Trustees and the CoRE board concerning positions that need to be filled. They will seek people who would fulfill those needs, and present a slate of qualified candidates at the annual CoDA Service Conference (CSC). Members of the Events Committee who are not delegates will serve as the Conference Election Committee at the CSC. If there are less than two committee members that are not delegates, then the Events Committee can appoint up to two people to the Conference Elections Committee at CSC.

NOMINATION AND ELECTION PROCESS
Section 4.2

SUGGESTED TIME SCHEDULE FOR NOMINATION AND ELECTION PROCESS
Three months prior to CSC

1. The Events chair asks Board members for likely nominees and how many expected positions are open.
2. The Board of Trustees creates the announcement to call for nominations to post to the website and announce via email.
3. Nominee applications for CoDA and CoRe Board Trustees and Alternate Trustees descriptions will be distributed to the delegates via an email blast and will be included in the delegate package.
4. The Board of Trustees shall contact potential nominees and provide information about the role and responsibilities of Board members, the time commitment and have them complete the "Board Nominee Application."
5. The Board will advise Nominees that, if elected, their position starts during CSC, typically a meeting the day after the election, and at least one other meeting before the end of CSC. There is usually a meeting on Friday, so they should plan their time accordingly. New Board members will be expected to attend the Board Meeting(s) during CSC. A Board Orientation by the previous Board members will be provided after election and at one of these meetings. (see Changing of the Guard in Section 2 of CoDA Board Policies and Procedures).
6. The Events Committee creates and distributes the Ballot and runs the election at CSC.

VOTING PROCEDURES AT CSC
Section 4.3

(Cross Reference Bylaws Article V, section 4)

4.3.1 General Business

4.3.1a Definition of a Voting Member

A Voting Member may be a Delegate, Trustee of CoDA, Inc., or Director of CoRe, Inc. and, under certain circumstances, an Alternate Delegate. The Conference may extend voice or vote privileges at the Conference to any member of the CoDA Fellowship that it deems appropriate or necessary. Voice or vote may be granted for the entire Conference, or on individual issues. No Voting Member will have more than one vote.

4.3.1b Determination of a Quorum

The Events committee confers with the Board Secretary in the process of registering and accounting for accredited Voting Members. The Events Committee then oversees the quorum process including selection of the CSC Facilitator. The facilitator determines how many Voting Members are present at the Conference and will determine a quorum. This quorum is established at the beginning of the first business meeting of the Conference. A two-thirds (2/3) count of the registered and accounted for accredited Voting Members in attendance shall constitute a quorum. Once the quorum has been determined, the business of the Corporation may proceed. Voting Members who arrive after this quorum is determined may vote and exercise all the rights and privileges accorded to Voting Members, but the quorum count does not change. If the Conference continues over several days, the presence of a quorum must be confirmed at the beginning of each business session. If a quorum is present, business may proceed.

4.3.2 Simple vs. two-thirds (⅔) majority

A motion passes if it is accepted by a simple majority of the total number of Voting Members present. If it passes by a two-thirds (2/3) vote of the total number of Voting Members present, it is binding upon the Trustees, except to the extent the implementation of such a motion would cause the Trustees to be in violation of the Board of Trustees' legal responsibilities to the Corporation and its members or would put the fiscal integrity of the Corporation at risk. A simple majority is not

binding on the Board of Trustees, although they may agree to be bound by the vote.

4.3.3 Accounting for Abstentions

According to our Bylaws a vote required for a motion to pass is a simple majority or two thirds of the Voting Members present (not just votes cast), therefore; an abstention will have the same effect as a "no" vote. Although an abstention is not counted as a "vote," an abstention is included as a Voting Member Present. For example, 24 votes are cast, plus six voters abstain. A simple majority of the 30 members present constitutes 16 yes votes. A two-thirds majority would require 20 yes votes.

ELECTION PROCEDURES AT CSC
Section 4.4

4.4.1 Election Committee

1. Voting for Trustees, Alternate Trustees and CSC appointed Committee and/or Task Force members shall be done by written ballot. This allows nominees who are standing for election to remain in the room to vote. If there is only one candidate for an elected position, voting may be done by a show of hands, or by acclamation, at the discretion of the designated Election Committee member with permission from the Fellowship.
2. The designated Election Committee member shall announce or ask the CSC facilitator to announce the proposed slate of Board of Trustees and if additional applications have been received and are available.
3. The designated Election Committee member will announce and facilitate a candidate's forum the evening before the election.

4.4.2 Election Day

1. The Voting Process is handled by the Election Committee. Facilitator turns time over to Election Committee.
2. The Ballots will be distributed to each Voting Member.
3. Voting Members must have a Conference ID badge that identifies them as a Delegate, Board Trustee or other designated Voting Member.
4. After sufficient time for Voting Members to vote the ballots should be collected, again taking care to only accept from Voting Members with Conference ID badge.
5. Election committee should move to a secure area and count the votes. At least two members of the Election Committee should view each ballot and agree on the applicants voted for on each ballot. If possible, two people should also be involved in recording the votes. Alternatively, each Member of the Election Committee may view each ballot and record their own tally.
6. When all votes are counted and there is agreement on the vote totals for each applicant; the Committee should order the applicant names from those getting the most votes to the least votes.
7. Alternate Trustees should be labeled as "alternate one", "alternate two" etc. and recorded in the motions database as such. The order will designate the order in which

they fill vacancies on the Board.

8. Return to the Conference floor and announce the election results. Do not announce the vote totals.
9. Destroy the votes and tally sheets

4.4.3 Trustee or Alternate Trustee: Each position will be voted on separately.

1. A simple majority of the Voting Members present is required for election. The applicant receiving the most votes over a majority fills the vacant Trustee positions.
2. If there are vacant position/s remaining and the remaining applicants didn't receive a majority of votes, it will be necessary to have a run-off election to fill the vacant position/s.
3. Following the election of the Trustees, there will be an election for the Alternate Trustees. Those not receiving a majority in the Trustee election may be elected as Alternates.

4.4.4 CSC-Appointed Committee or Task Force Members:

1. Each position will be voted on separately by ballot unless it is decided to vote on a slate of candidates by acclamation.
2. A simple majority of the Voting Members present is required for election.
3. In the event of a tie, a second ballot will be taken. In the event of a second tie, the names of the tied candidates are placed in a hat. The first name drawn out of the hat is elected.

4.4.5 Vote by Acclamation:

In some instances, a slate of candidates may be presented for an acclamation vote. The entire slate would be voted by majority vote. This is done at the discretion of the designated Election Committee member with permission from CSC. When the vote is taken, no nominees shall be in the room.

ELECTION OF OFFICERS
Section 4.5
(Bylaws -Article VIII, Section 1)

The officers for the Corporation shall be Trustees elected by the Board at its first meeting following election, whether that meeting is a regular meeting or a special meeting. The officers shall be: a Chairperson, a Vice Chairperson, a Secretary and a Treasurer. The Trustees may also elect other officers or co-officers as it shall deem desirable to execute the Board's business.

NOMINEE APPLICATION
Section 4.6

Each potential Board Trustee or Alternate Trustee must fill out an application for the Board and submit it not later than day 2 of the CSC, as provided for in Section 4.2 of this Policies and Procedures Manual.

Exhibit 4.6a – Board Application

BOARD OF TRUSTEES POSITION DESCRIPTION
Section 4.7
(Cross Reference Bylaws Article VII)

CoDA Board of Trustees Position Description – Trustees adhere to the principles of our program while conducting service work. Specifically, they use Step Ten for guidance and insight, and adhere to Tradition Two as they honor the validity of the group conscience process. This service position is demanding, and therefore the potential for reward through recovery is also great. CoDA Board service is great and rewarding Twelfth Step work.

Qualifications: Trustees are elected by the CSC, with consideration of the candidates' capabilities and experience in the following areas:

1. Has a working knowledge of the Twelve Steps and Twelve Traditions of Co-Dependents Anonymous.
2. Is Willing and available to serve the Fellowship through major service projects.
3. Demonstrates skills and abilities while doing CoDA Service for two or more years.
4. Understands and has experience of the group conscience process.
5. Has the courage to express him/herself and the ability to listen and communicate effectively with others.
6. Is dedicated and commited to the health of CoDA.
7. Desires to carry the message to the still suffering codependent.
8. Possesses the skills and experience necessary to help the Board of Trustees fulfill its legal and fiscal responsibilities to the Corporation.
9. Has attended a previous CSC.

A Trustee is expected to:

1. Commit to his/her own personal growth and to the integrity of the self and of our Program.
2. Attend CoDA meeting on a regular basis.
3. Have worked, and continue to work, each of the Twelve Steps of CoDA and follow the Twelve Traditions and Twelve Service Concepts.
4. Have a practical working knowledge of the sponsor/sponsee relationship
5. Commit to the spiritual health of CoDA as a whole.
6. Have a working knowledge of CoDA's organizational structure and the documents used to guide the business and spiritual elements of CoDA.
7. Agree to function in a responsible manner, which includes:

a) Consistently attend and participate in the group conscience process during Board

meetings and at Service Conferences.

b) Consistently read and respond in a timely manner to emails to and from the Board
c) Prepare reports and participate in projects or other assignments agreed upon and present them in a timely manner.
d) Meet deadlines as set forth by the Board.
e) Recognize his/her time limitations and notify the Board promptly of any time conflicts.

8. Undertake liaison responsibilities for one or more CoDA Committees, several Voting Entities, to special workers and/or projects/work groups, as assigned.
9. Resign other currently held offices at Intergroup and Voting Entity level and any CoDA Committee/Task Force positions or membership to allow others the opportunity to give service and to create time to devote to Board work.
10. Resign the position of Trustee if he/she is unable to meet his/her commitment.

Travel Requirements:

1. Trustees may be required to travel to Board meetings, CoDA finances permitting. Expenses for transportation, hotel, meals and incidentals are reimbursed according to current guidelines. The CoDA Service Conference is usually held in late summer or early fall of every year, with Board responsibilities including arriving the Saturday before CSC and leaving on the Saturday evening after CSC. This may be different each year.
2. Trustees may also travel as liaison to a CoDA Committee face to face meeting. Each new Board will set places and times for meetings during the year. Most often, such Committee face to face meetings begin on a Friday or Saturday and end on Sunday.
3. Trustees are required to attend pre-, during and post- CSC meetings.

Length of Term:

A Trustee is elected to a three-year term. A maximum of two terms may be served with a lapse of at least two years between terms.

Legal Commitment:

1. ~~As a~~ Each Trustee of the CoDA Board shall comply with and be bound by all terms and provisions of the Bylaws of Co-Dependents Anonymous, Inc., and all public laws, such as those of the State of Arizona, which affect CoDA's nonprofit status and corporation. Trustees are expected to exercise the powers vested in them in a manner consistent with the faith that guides the Fellowship of CoDA, guided and inspired by the Twelve Steps and in keeping with the Twelve Traditions.
2. Note: Applicants will be asked about any previous felony convictions and will be asked, as Trustee or Alternate Trustee, to sign the Arizona Corporate Commission disclosure each year. A conviction will not automatically disqualify an applicant, but must be disclosed. Trustees must also sign a Conflict of Interest declaration statement each year.

Time Commitment:

Trustees may work 20 or more hours per week during critical times, such as preparation for Conference, and during particular projects or responsibilities. Release time from personal employment must be arranged for CoDA travel needs.

BOARD OF TRUSTEES-ALTERNATE POSITION DESCRIPTION
Section 4.8

Qualifications: Alternate Trustees are elected by the CSC, with consideration of the candidates' capabilities and experience in the same qualifications for a Trustee.

An Alternate Trustee is expected to:

1. Learn each function of a Board Member
2. Have the opportunity to learn how to be a Voting Member of the Board of Trustees, how the Board functions. Voting Board Members may serve as a mentor/sponsor to the Alternate, to help the Alternate learn the roles of Secretary, Treasurer, etc.
3. Immediately after being elected, read the Fellowship Service Manual, Bylaws, Articles of Incorporation
4. Undertake liaison responsibilities for one or more CoDA Committees, several Voting Entities, to special workers and/or projects/work groups, as assigned.
5. Agree to function in a responsible manner, which includes:
   a. Consistently attend and participate in the group conscience discussions (but not to vote) during Board meetings and at Service Conferences.
   b. Consistently read and respond in a timely manner to emails to and from the Board
   c. Prepare reports and participate in projects or other assignments agreed upon and present them in a timely manner.
   d. Meet deadlines as set forth by the Board.
   e. Recognize his/her time limitations and notify the Board promptly of any time conflicts.
6. Substitute for a Voting Member when he/she is not present. If there is only one Voting Member absent, and there is more than one Alternate, the order is predetermined by the election at CSC. If there is no predetermination then the Board will take a GC to determine who will substitute. If there is an equal number of absent Board Voting Members and Alternates, the substitution takes place automatically.
7. Alternate Trustees can serve as CoDA Committee Members. If they become a Trustee, they must resign from the committee as a member but may participate as a Board Liaison.
8. Alternate Trustees may serve as a delegate or officer at the level of Intergroup or Voting Entity. An Alternate Trustee will have no vote at Conference unless serving in the capacity of Delegate. If they become a Trustee they must resign as a delegate or

officer.

Length of Term:

1. Alternates serve for one year and then may be candidates to be elected as a Voting Member at the next CSC.
2. If an Alternate Trustee has assumed the position of Trustee since the previous Conference, the Election Committee shall present said Trustee for ratification by a two-thirds (2/3) majority of the Voting Members at Conference. Said Trustee may request election by the Conference for a full term of three (3) years.

Legal Commitment:

1. EachTrustee of the CoDA Board shall comply with and be bound by all terms and provisions of the Bylaws of Co-Dependents Anonymous, Inc., and all public laws, such as those of the State of Arizona, which affect CoDA's nonprofit status and corporation. Trustees are expected to exercise the powers vested in them in a manner consistent with the faith that guides the Fellowship of CoDA, guided and inspired by the Twelve Steps and in keeping with the Twelve Traditions.
2. **Note:** Applicants will be asked about any previous felony convictions and as Trustee or Alternate Trustee will be asked to sign the Arizona Corporate Commission disclosure each year. A conviction will not automatically disqualify an applicant, but must be disclosed. Trustees must also sign a Conflict of Interest Declaration each year.

Time Commitment:

Trustees may work 20 or more hours per week during critical times, such as preparation for Conference, and during particular projects or responsibilities. Release time from personal employment must be arranged for CoDA travel needs.

EXHIBIT 4.6a
APPLICATION FOR BOARD OF TRUSTEES OR ALTERNATE TRUSTEE OF CO-DEPENDENTS ANONYMOUS, INC.

DATE:

NAME: _____VOTING ENTITY: _____ TRUSTEE [ ] ALTERNATE [ ]

ADDRESS:

CITY: _____ STATE: _____ ZIP CODE: _____

PROVINCE: _____ COUNTRY: _____

TELEPHONE NUMBERS: (H) (W)

FAX: EMAIL ADDRESS:

Have you ever served on the CoDA Board? YES [ ] NO [ ] If yes, how many times? When?

Please circle any previous Board officer positions held: - Chair, Vice Chair, Secretary, and Treasurer

DIRECTIONS: Answer each item below as fully as possible on separate paper. Please type or word-process for legibility. Do not attach a resume.

1) Describe your current working knowledge of the Twelve Steps and Twelve Traditions, and the CoDA foundational documents, such as the Fellowship Services Manual, Bylaws, etc.

2) Why do you want to serve the Fellowship as a member of the Board of Trustees?

3) Describe your service work on Meeting, Intergroup, Voting Entity level, including number of years of service.

4) Describe any personal or professional background that you think would benefit the health of CoDA, such as experience negotiating contracts, general business management, accounting and financial skills or any other relevant skills.

5) Share your:

A) Experience with the group conscience process.

B) Courage to express yourself, ability to listen, and ability to communicate effectively.

C) Ability to manage interpersonal differences and accomplish goals as a group member.

6) The job of Trustee has varying time demands. What is your availability?

7) Please share your vision for CoDA.

8) Please add any additional information you feel may be helpful in the selection process.

NOTES:

Please email your application to Events@coda.org and webliaison@coda.org , and/orsend to PO BOX 33577 Phoenix, AZ 85067-3577
Refer to "Conference Election Procedures" for details regarding the Election of Trustees

By signing below you are giving permission to post your application to the web, excluding identifying information except for your first name with last initial and Voting Entity

Signature _____

EXHIBIT 4.6a

APPLICATION FOR BOARD OF TRUSTEES OR ALTERNATE TRUSTEE OF CO-DEPENDENTS ANONYMOUS, INC.

DATE:

NAME: _____VOTING ENTITY: _____ TRUSTEE [ ] ALTERNATE [ ]

ADDRESS:

CITY: _____ STATE: _____ ZIP CODE: _____

PROVINCE: _____ COUNTRY: _____

TELEPHONE NUMBERS: (H) (W)

FAX: EMAIL ADDRESS:

Have you ever served on the CoDA Board? YES [ ] NO [ ] If yes, how many times? When?

Please circle any officer positions held: - Chair, Vice Chair, Secretary, and Treasurer

DIRECTIONS: Answer each item below as fully as possible on separate paper. Please type or word-process for legibility. Do not attach a resume.

1) Describe your current working knowledge of the Twelve Steps and Twelve Traditions, and the CoDA foundational documents, such as the Fellowship Services Manual, By-laws, etc.

2) Why do you want to serve the Fellowship as a member of the Board of Trustees?

3) Describe your service work on Meeting, Intergroup, Voting Entity level, including number of years of service.

4) Describe any personal or professional background that you think would benefit the health of CoDA, such as experience negotiating contracts, general business management, accounting and financial skills or any other relevant skills.

5) Share your:

A) Experience with the group conscience process.

B) Courage to express yourself, ability to listen, and ability to communicate

effectively.

C) Ability to manage interpersonal differences and accomplish goals as a group member.

6) The job of Trustee has varying time demands. What is your availability?

7) Please share your vision for CoDA.

8) Please add any additional information you feel may be helpful in the selection process.

NOTES:

Please email your application to Events@coda.org and webliaison@coda.org , and/or
Send to PO BOX 33577 Phoenix, AZ 85067-3577
Refer to "Conference Election Procedures" for details regarding the Election of Trustees

By signing below you are giving permission to post your application to the web excluding identifying information except for your first name with last initial and Voting Entity

Signature _____

FINANCIAL/INSURANCE
SECTION 5

Finance Committee Purpose and Responsibilities
Section 5.1

(Source: CoDA Fellowship Service Manual, Page 34, Last Revision: July 2011)

Purpose
To standardize and provide the Finance Committee with internal operating procedures & practices (guidelines) for its current and future Trusted Servants to guide them through the duties and responsibilities they will have as a member of the Finance Committee.

Finance Committee
The CoDA Finance Committee works with the CoDA Treasurer and Board to provide financial oversight, analysis, and advice to the Fellowship of CoDA with respect to:

- Prudent budgeting and investing
- Financial stability
- Monetary resources of the CoDA Fellowship.

Fiscal Solvency:

1. The Finance Committee calculates and reports our prudent reserve to the Fellowship at the annual Service Conference. We may report it at other times of year if needed.
2. The Finance Committee annually reviews proposed budgets submitted by Committees, Boards and Fellowship Services. The Committee considers whether or not CoDA income supports the budget requests and allows for our prudent reserve while integrating the requests into one overall budget.
3. The Finance Committee makes the motion to approve the overall budget to voting members at CSC.
4. The Finance Committee apprises the Fellowship of changing financial circumstances, which might require budgetary adjustments between CoDA Service Conferences.
5. The Finance Committee reviews expense reports submitted by Committee & Board Members for adherence to the CoDA Expense Reimbursement Policy.

6. The Finance Committee reviews CoDA investments for adherence to Conference approved policy.
7. The Finance Committee reviews the Expense Reimbursement Policies and Procedures, and propose amendments when needed.
8. The organization's goal is to maintain a prudent reserve equal to 2 years of actual expenses.

Exhibit 5.1a CD Ladder

5.1.1 BUDGET

1. The Finance Committee and the Treasurer will collaborate on the budget, with individual budget requests from each committee, and present it at the annual CSC for the following fiscal year.
2. Approved budget items may be paid by the Treasurer without approval of the Board.
3. Non-budgeted items up to $500 require a majority vote of the Board. Items over $500 and non-budgeted items require a unanimous vote by the Board of Trustees.
4. Budget versus actual reports will be generated for all Committees and Board on a quarterly basis.

Exhibit 5.1.1a - Current Budget

5.1.2 DEPOSITS

1. Deposits may be made by the Treasurer or the Treasurer's designated representative.
2. Deposits will be designated to an income source in *QuickBooks*, i.e., Conference.

5.1.3 EXPENSES

1. Payment requests for reimbursement should be submitted as outlined below in Section 5.2 and 5.3.
2. The Treasurer prepares payments via check, online bank payments, wire transfers and PayPal accounts, as needed. Backup for each transaction will be sent to the bookkeeper for entry into QuickBooks.
3. The Treasurer will write checks with limits as listed above under "budget."
4. The category of the expense will be noted in *QuickBooks* according to the chart of accounts agreed upon by the Finance Committee.

5.1.4 BANK STATEMENTS

1. QuickBooks Online is the preferred bookkeeping tool for the organization. Read only access will be given to the Treasurer and Finance Committee.
2. Bank reconciliation will be done by the bookkeeper monthly and bank reconciliation reports are sent to the Treasurer.
3. The bookkeeper sends all statement reconciliations to the Treasurer and Finance Committee and facilitates upload into the website storage area monthly.

5.1.5 FINANCIAL STATEMENTS

1. The Treasurer creates financial reports which will be presented to the Board of Trustees at the monthly Board meetings.
2. The CPA will be furnished all materials necessary for the preparation of tax reports annually.
3. The Association Management Company (AMC) will prepare the annual report for the Corporation Commission.

INDEMNIFICATION AND INSURANCE
Section 5.2

5.2.1 Indemnification

To the fullest extent permitted by the law, CoDA shall defend, indemnify and hold harmless any agent against any claim arising out of any alleged or actual action or inaction in the performance of duties performed in good faith on the Council's behalf. "Agent" for this purpose shall include representatives, trustees, officers and Fellowship Service Workers (FSW), committee chairs, committee members and independent contractors.

5.2.2 Insurance

CoDA shall purchase and maintain insurance to the full extent permitted by the law on behalf of its agents against any liability asserted against or incurred by the agent in such capacity arising out of the agent's status as such.

5.2.3 Current Insurance Coverage

1. Non-Profit Trustees and Officers
2. Event Liability

EXPENSE REIMBURSEMENT PROCEDURES
Section 5.3
(as of 8/13/2015 per Finance Committee)

Complete the Expense Reimbursement Request (ERR) Form, available from your chair or from the Finance section of the CoDA website.

ERRs submitted more than 60 days after the end of the event that necessitated the expense will be reimbursed but will be considered income to the person receiving the reimbursement and a 1099 will be sent documenting the income. Timely submission of Expense Reimbursement Requests (ERRs) is important. If Trusted Servants fail to submit an ERR within 120 days of the meeting or expense, CoDA will consider the expenses as an in-kind 7th Tradition donation and will have no further responsibility to reimburse the Trusted Servant for their expenses. When a Trusted Servant splits their expenses between two CoDA entities, they are asked to submit all receipts to both entities at the same time. The Trusted Servant is then asked to adjust his/her Expense Reimbursement Request within 120 days of the original submission indicating the amount received from the other entity.

If an Advance was received, indicate the amount of the Advance on the ERR and subtract the amount from the subtotal. If partial support for expenses were received from another source, please subtract that from the subtotal. Do not send check until ERR has been processed and notified how much should be refunded!

If the Advance exceeds the expense incurred, the Trusted Servant agrees to submit a check or money order, within 10 days of notice of approval of his/her ERR, made out to CoDA Inc. to repay the difference. Checks are to be sent to the CoDA mailing address with a copy of the approved ERR. Foreign nationals should return the money via bank wire transfer directly into the CoDA bank account (contact the Treasurer for instructions).

Attach an explanation of the purpose if Other is checked on the ERR.

Upon completion of a F2F, the committee chairs are responsible for submitting (1) an agenda for the F2F meeting to: a) document the purpose of the meeting that b) clearly shows dates

and daily beginning & ending times of the meeting(s), (2) a list of those who actually attended, (3) a housing list so it is clear who shared hotel rooms and for how many nights, and (4) any unusual expenses or situations that need special attention in relation to reimbursements of expenses. Chairs should use the Meeting Information Sheet (MIS) for this purpose.
Attach all receipts and maps to and from destination when submitting reimbursement for mileage. As an alternative to providing maps, mileage may be documented by providing beginning and ending odometer readings, date of trip, and purpose. Documentary evidence ordinarily will be considered adequate if it shows the amount, date, place, and essential character of the expense. For example, a hotel receipt is enough to support expenses for business travel if it has all the following information: (1) The name and location of the hotel, (2) the dates you stayed there, and (3) separate amounts for charges such as lodging, meals, and telephone calls.

In cases where receipts have been lost, attach a signed statement to the ERR, explaining the missing receipt. Attach a copy of the credit card statement and any other available proof of purchase. If reasonable, the substituted documentation may be accepted as a receipt.

Attach Additional Info/Detail as may be required (for example, documentation of currency conversion rate used and currency conversion fees).

Foreign nationals only: include a typed Wire Transfer Form to enable the Treasurer to transfer funds directly into your account (Contact the Treasurer for a copy).

Submit all Expense Reimbursement Requests as described below:

- Email submission is preferred. (Scan documents and insert in email.) Any other form of submission may result in delays.
- Submit ERRs to ERR@coda.org. All Advances and ERRs will be receipted within 2 business days of submission with a tracking number that is to be used in all future correspondence about that ERR. The final ERR for an Advance will use the same tracking number.
- If mailing or faxing, see below:

  CoDA Bookkeeper
  c/o SOS - Association Management Solutions
  7949 E. Acoma Drive, Suite 207
  Scottsdale, AZ 85260
  Fax: 480-289-5765

The bookkeeper will send the compiled paperwork to the approvers as shown below:

ERR From	Approved By 1	Approved By 1
Member	Committee Chair*	Finance Liaison

Committee Chair	Board Liaison*	Finance liaison
Finance Liaisons	Committee Chair*	Board Finance Liaison
Finance Chair	Board Chair*	Board Finance Liaison
Board Member	Board Chair*	Finance Liaison
Board Chair	Board Vice-Chair	Finance Chair

*The submission of the pre and post Meeting Information Sheet (MIS) will serve as the signer's approval of the ERR as long as the expenses on the ERR are consistent with the information reflected on the MIS.

If there is a conflict of interest between an approver and the submitter of the ERR, the next approver down the column will approve.

CoDA bookkeeper will:

- Check ERRs to be sure all receipts are included.
- Send ERRs & receipts to appropriate Finance Liaisons and Chair/Board Liaison as necessary.
- Upon receipt of approvals, bookkeeper forwards the ERR to the Treasurer for payment.
- Treasurer processes payment and notifies submitter that payment has been processed.

If there are corrections needed on an ERR, one of the approvers contacts the submitter for resolution. Discrepancies will be handled between approver and submitter.

Our goal is to send reimbursement check within 30 days of submission to the ERR@CoDA.org.

Passed at CSC 2012, (motion 12031 7/11/12)
Bookkeeper address updated April 2013 and July 2014
Submission of ERRs to "the Treasurer (treasurer@coda.org) and" added at CSC 2013, (motion 13028, 7/10/13)
Revised and name changed at CSC 2014, (Motion 14041 7/9/14)
Revised at 2015 CSC (Motion 15086 7/16/15). Changes include references to timely submission, submission to ERR@CoDA.org, use of MIS for approval by chairs, and the use of tracking numbers for all ERRs and Advances.
Revised name and address for bookkeeper Aug 13, 2015.

Exhibits:
5.3a – Advance Request Flowchart
5.3b – ERR Flowchart

EXPENSE REIMBURSEMENT POLICY
Section 5.4

Our travel policies, procedures & processes are in place to ensure the fair, consistent and transparent reimbursement of legitimate expenses incurred by members of Co-Dependents Anonymous (CoDA, Inc.). All trips must be planned to accomplish CoDA business.

CoDA funds are derived from 7th Tradition donations and from royalties on the sale of our volunteer-written literature. It is the responsibility of each trusted servant to ensure that our funds are responsibly spent in the most cost-effective way.

This policy aims to cover most eventualities but cannot be fully comprehensive. If your situation is not covered in this policy contact the CoDA Board (board@coda.org) and Finance Committee (finance@coda.org).

We appreciate that volunteers give their time, skills and energies in service for CoDA; we want to reimburse expenses in a timely manner. Our goal is to reimburse within 30 days of submitting an Expense Report to the CoDA bookkeeper.

5.4.1 Travel

Committee and board travel is budgeted for and approved by the CSC. In the rare circumstance where additional travel expenses are needed, they must be approved by the CoDA Board (board@coda.org) and Finance Committee (finance@coda.org) before expenses are incurred.

Chairs are responsible for fully understanding the travel policy and expense reimbursement procedure, for planning committee meetings and for reviewing and approving expense reimbursement submissions.

Members are responsible for organizing and paying for their own lodging and transportation as well as timely submission of their Expense Reimbursement Requests. Members cannot be reimbursed for another member's expenses. See Expense Reimbursement Procedure.

Special provision in terms of extra nights lodging and per diem has been approved by the Board for members who travel across 4 times zones or more.
Exhibit 5.4.1a – Travel Advance Request Form

5.4.2 Reimbursable Expenses

CoDA business events for which some members may incur reimbursable expenses include:

1. CoDA Service Conference (CSC)
2. Committee & Board Face to Face (F2F) meetings (These meetings cannot be held on the same days as the CSC.)
3. CoDA Convention (Some expenses for members who are the main speakers with the prior agreement of the Events Committee may be reimbursable.)

5.4.2.1 Transportation

Airlines: Tickets should be purchased in advance. All air travel must be economy or coach class. Special, low-cost rates should be used when possible. The use of frequent flier miles will not be reimbursed. Where a trusted servant adds some private travel to his/her service trip, he/she should submit a quote for travel to and from the meeting as well as the receipt for the actual travel. He/She will be reimbursed the lower amount.
Example: A trusted servant from San Francisco (SFO) travels to Orlando for a face to face (f2f). Instead of flying directly back to SFO, she makes a side trip to Miami, then flies home from Miami. At the time she books her flight from SFO to Orlando to Miami to SFO, she also obtains a quote for a round trip flight from SFO to Orlando and back. That round-trip flight is less expensive than her actual flight, so she claims that amount for her airfare on the Expense Reimbursement Request (ERR). She includes with her ERR the actual airfare receipt as well as the quote for the round-trip flight from home to f2f location. If her actual flight had been less expensive than the round-trip estimate, she would claim the actual cost. In either situation, she is only entitled to reimbursement for the less expensive flight(s).

Trains & Buses: Travel by train and bus should be by coach and cannot exceed the lowest cost of the most reasonable form of other public transportation such as air.

Private Automobile: CoDA business use of a privately-owned automobile is reimbursed at the CSC approved rate per mile (see Appendix A). The mileage reimbursement rate covers all automobile related expenses including insurance.

Reimbursement for the total cost to drive to and from a meeting may not exceed the cost of an economy airfare plus related ground travel related to flying that is normally covered by this policy. It is the trusted servant's responsibility to submit a quote for air travel for the meeting to determine the airfare. Per Diem is reimbursable only for the amount of time it would have taken to fly.

Automobile Rental: Preapproval by the CoDA Board is required before contracting for a rental car. Supply the purpose of travel, start and finish dates, destinations and estimated mileage

when applying for rental car authorization. Only compact or intermediate automobiles may be rented. Gas used in the rental car is a reimbursable expense, with receipts.

Shuttle Bus, Courtesy Cars, Taxis and Parking: Use shuttle bus and courtesy cars to and from airports and hotels. Where taxis are necessary, members are encouraged to share taxis whenever possible. If a private automobile is used for travel to and from the airport, round trip mileage can be reimbursed at the current mileage rate. If a trusted servant uses his/her car to transport other trusted servants to dinner, transportation centers, etc. as part of CoDA service, his/her mileage can be reimbursed at the current mileage rate.

5.4.2.2 Lodging

Lodging should be of a reasonable, not luxurious, standard, generally 2-3 stars. See Appendix A for further information.

When making hotel reservations to attend a CoDA Service Conference, you must request the Conference's special lodging rate. If an individual chooses to stay elsewhere, reimbursement is made at an amount no higher than the rate negotiated by CoDA; no reimbursement is provided for transport between the alternate location and the CSC.

5.4.2.3 Per Diem Allowance

CoDA members on business are given a per diem allowance for meals and incidentals. This allowance is approved at CSC (see Appendix A.) Per Diem will be paid in full on all days except the travel days, which will be paid at 75% unless travel began before 7:30am in Trusted Servant's time zone on day of departure or completed after 6:00pm in Trusted Servant's time zone on day of return in which case a full day's worth will be paid.

In the event that a Trusted Servant attends a Face to Face/CSC and does not have to travel, he/she is allowed a per diem at the standard rate.

5.4.2.4 Other

Business telephone expenses are reimbursable only when no free alternative is available.

5.4.3 Non-Reimbursable Expenses

This list can never be fully comprehensive. If in doubt, please check with the Finance Committee or your Board liaison before incurring the expense.

1. Expenses incurred in attending the annual Convention. The Convention is a personal recovery event and not an extension of the Conference.
2. Any extra costs in terms of airfare or other transport where a vacation is added before or after a business event. A statement giving comparison details of costs of extended flight dates should be provided.
3. Reimbursement of the cost of a comparable ticket if you choose to use your frequent flyer benefits.
4. The cost of travel for spouses, family members or friends
5. Costs incurred for personal reasons or in extending a trip for personal reasons

6. Parking fines or fees for traffic violations
7. Damage to personal vehicles
8. Lost or stolen articles
9. Travel insurance
10. Medical and/or personal accident insurance. (May be approved for foreign nationals traveling to U.S. on CoDA business, whose coverage doesn't cover U.S. emergency medical costs.)
11. Visas, passport charges
12. Air-phone usage
13. Personal phone calls
14. ATM or bank charges
15. Credit card costs, including finance charges and usage fees
16. Alcoholic beverages
17. Room service charges
18. Entertainment (e.g. movies, video games, concerts)
19. Laundry, dry cleaning services, valet services

5.4.4 Travel Advance

Members may apply for an advance of up to 100% of your estimated out-of-pocket expenses by using the Expense Reimbursement Request (ERR) form. The minimum amount of an advance is $200.

The Advance claim can be made no more than 90 days before departure for international travel and 60 days prior to the departure for US travel.

However, if there is a significant price advantage by purchasing further in advance for travel outside the US, the member seeking reimbursement may submit details to the Treasurer and Finance Chair for an exception**.**

Advances must be refunded to CoDA immediately when a trip is cancelled or postponed. No advances will be made if a member has an outstanding advance.

5.4.5 Receipts

All items claimed on the form must be substantiated with a detailed receipt, except for meals, mileage, and parking/toll/rapid transit charges less than $10. In cases where receipts have been lost, attach a signed statement to the ERR, explaining the missing receipt. Attach a copy of the credit card statement and any other available proof of purchase. If reasonable, the substituted documentation may be accepted as a receipt.

4.3.5 Timeliness

Our goal is to reimburse within 30 days of receipt of a correct Expense Reimbursement Request (ERR). Any errors in information submitted or procedure will cause a delay. ERRs submitted more than 60 days after the end of the event that necessitated the expense will be reimbursed but will be considered income to the person receiving the reimbursement and a 1099 will be

sent documenting the income.

4.3.6 Policy Exceptions

A policy cannot foresee every possibility and/or expense. A CoDA member who wants to file for an exception needs to submit relevant documentation first to the Finance Committee. If the Finance Committee approves the exception it will be forwarded to the CoDA Board for approval. A written decision from the CoDA Board and/or Finance Committee will be issued. The decision can be appealed to the CoDA Board.

5.4.8 Per Diem

CoDA Per Diem and Mileage rates will be equal to the government approved rate as found on US government website(s). The Finance Committee will have these rates posted as early as possible in the first quarter of the year to be in effect for the calendar year.

CoDA Per Diem rate for face to face will be at the lowest Standard Continental United States rate for meals and incidental expenses as found at www.gsa.gov/mie or similar U. S. General Services Administration site.

CoDA Per Diem rate for CSC will be the city location Standard Continental United States rate for meals and incidental expenses as found at www.gsa.gov/mie or similar U. S. General Services Administration site.

CoDA Mileage rate will equal the Standard Mileage Rates for the year as posted on the IRS website for business miles driven.

Per Diem will be paid in full on all days except the travel days, which will be paid at 75% unless travel began before 7:30am on day of departure, or completed after 6:00pm on day of return, in which case the full amount will be paid.

The actual currency conversion rate should be used in submitting Expense Reimbursement Requests (ERRs) when there is documentation available to support it. Otherwise, CoDA will use the currency exchange rate from the date of the submission of the ERR.

All trustees and chairs must register for the Service Conference, even though registration fees are waived for Board members and standing Committee Chairs.

5.4.9 Responsibilities of Chairs

1. Committee chairs will review and understand CoDA expense reimbursement policies and procedures.
2. Committee chairs are responsible for reviewing and approving Expense Reimbursement Reports (ERRs) submitted by Committee Members according to CoDA Expense Reimbursement Policies.
3. Committee Chairs are responsible to put together a Committee budget and submit it to the Finance Committee within the timeline set forth for CSC. Budget steps:

    a. Using this year's budget and actual expenses, a budget for the following year is created based on number of Committee Members attending a Face 2 Face (F2F) meeting and other Committee expenses.
    b. Once the budget is approved, do a quarterly review of actual versus budget expenses.
    c. Make adjustments throughout the year, requesting a budget increase if necessary to finance@coda.org.
4. The Committee Chair can call on the Board Liaison or Finance Liaison for assistance in budget planning, as needed.
5. Committee Chairs are responsible to ensure that expenses fall within their Committee budget.
6. Committee Chairs are responsible for submitting an agenda for F2F meetings to document the purpose of the meeting.
7. Bring Expense Reimbursement Forms with you to distribute to meeting attendees and review the Expense Reimbursement Policy and Procedures with your Committee during your meeting.
8. For complete Committee guidelines for meeting planning, see Section 3.3.3.

Exhibit 5.4.8a – Expense Reimbursement Report (ERR)

INVESTMENT POLICY
Section 5.5

The goal for the management and investment of CoDA funds is the preservation of capital. Earning interest income is secondary. CoDA funds may be invested in the following financial instruments as indicated:

1. Money Market Account
2. CDs with staggered maturities no longer than 5 years
3. T Bills or T Notes with staggered maturities no longer than 5 years
4. No investment in any single account shall exceed the maximum insured limits

CoDA's investment policy maintains a conservative investment posture. The organization shall not participate in joint ventures (ownership in a for-profit enterprise) with other organizations without the prior approval of the Board of Trustees. Form 990 contains a governance question inquiring about investment in joint ventures and if steps are taken to safeguard the organization's exempt status in the case of a joint venture.

ACCOUNTING POLICIES AND PROCEDURES
Section 5.6

5.6.1 General Accounting

Accounting Records

1. The accounting records of CoDA are maintained on the accrual basis of accounting under Generally Accepted Accounting Principles and accordingly reflect all significant receivables, payables, and other liabilities.
2. The CoDA bookkeeper reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, as recommended by Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, *Financial Statements of Not-for-Profit Organizations*.
3. CoDA considers all highly liquid investments with an initial maturity of three months or less as cash equivalents.
4. Annual review is not required, but the Board has the option of holding one when they deem necessary.

Expenses

Directly identifiable expenses are charged to programs and supporting services. Expenses related to more than one function are charged to programs and supporting services on the basis of periodic time and expense studies. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of CoDA.

Credit Cards

The Treasurer utilizes a debit card for budgeted expenses, as needed. The Treasurer is responsible to keep the debit card in a secure location.

Capital Assets

All acquisitions of property and equipment in excess of $1,000 and expenditures in excess of $1,000 for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized.

Depreciation is provided over the estimated useful life of the assets on a straight-line basis.

A list of all physical assets is kept by the Treasurer and is included in the assets given to the CPA annually for depreciation.

5.6.2 Code of Ethics

The Board of Trustees, contractors and Fellowship Service Workers (FSWs) of CoDA will:

1. Act with honesty and integrity, avoiding actual or apparent conflicts of interest in personal and professional relationships.
2. Provide information that is accurate, complete, objective, relevant, timely and understandable.
3. Comply with rules and regulations of federal, state, local governments and other appropriate private and public regulatory agencies.
4. Act in good faith; responsibly; and with due care, competence, and diligence, without misrepresenting material facts or allowing independent judgment to be subordinated.
5. Respect the confidentiality of information acquired in the course of work except when authorized or otherwise legally obligated to disclose. Confidential information acquired in the course of work will not be used for personal advantage.
6. Share knowledge and maintain a skill important and relevant to CoDA needs.
7. Proactively promote ethical behavior as a responsible partner among peers, in the work environment, and in the community.
8. Achieve responsible use of and control over all assets and resources employed or entrusted.

Relationships with Contributors, Clients, and Suppliers

Trustees, FSWs and contractors should avoid investing in or acquiring a financial interest for their own benefit in any business organization that has a contractual relationship with CoDA, or that provides goods or services, or both to CoDA, if such investment or interest could influence or create the impression of influencing their decisions in the performance of duties on behalf of CoDA. This is not to prevent relationships with contributors, clients, or supplies that are beneficial to CoDA, but to make it clear that all such relationships should be fully disclosed to the Executive Director and the Board of Trustees.

Gifts, Entertainment, and Favors

Trustees, FSWs and contractors must not accept entertainment, gifts, or personal favors that could influence, or appear to influence, business decisions in favor of any person or organization. This includes people or organizations that currently, or are likely to, have business dealings with CoDA.

Kickbacks and Secret Commissions

Regarding CoDA activities, Trustees, FSWs and contractors may not receive payment or compensation of any kind, except as authorized under CoDA remuneration policies. In particular, CoDA strictly prohibits the acceptance of kickbacks and secret commissions

from suppliers or others. Any breach of this rule will result in immediate termination and prosecution to the fullest extent of the law.

CoDA Funds and Other Assets

Trustees, FSWs and contractors who have access to CoDA funds in any form must follow the prescribed procedures for recording, handling and protecting these funds as detailed in CoDA Policies and Procedures or other explanatory materials.

CoDA imposes strict standards to prevent fraud and dishonesty. If Trustees, FSWs and contractors become aware of any evidence of fraud and/or dishonesty, they should immediately advise the Executive Director or a member of the Board of Trustees so that CoDA can promptly investigate further.

When a Trustee, FSW or contractor position requires spending CoDA funds or incurring any reimbursable personal expenses, that individual must use good judgment on the CoDA behalf to ensure that good value is received for all expenditures.

CoDA funds and all other assets of CoDA are for CoDA purposes only and not for personal benefit. This includes the personal use of organizational assets, such as computers.

CoDA Records and Communications

Accurate and reliable records of many kinds are necessary to meet CoDA legal and financial obligations and to manage the affairs of CoDA. The CoDA books and records must reflect in an accurate and timely manner all business transactions. The Trustees, FSWs and contractors responsible for accounting and record keeping must fully disclose all records, all assets, liabilities, or both, and must exercise diligence in enforcing these requirements.

Trustees, FSW or contractors must not make or engage in any false record or communication of any kind, whether internal or external, including but not limited to:

1. False expense, attendance, production, financial, or similar reports and statements
2. False advertising, deceptive marketing practices, or other misleading representations

Prompt Communications

In all matters relevant to donors, suppliers, government authorities, the public and others regarding CoDA, all Trustees, FSWs and contractors must make every effort to achieve complete, accurate and timely communications – responding promptly and courteously to all proper requests for information and to all complaints.

Privacy and Confidentiality

When handling financial and personal information about donors, grantors, customers, suppliers or others with whom the CoDA has dealings, observe the following principles:

1. Collect, use, and retain only the personal information necessary for CoDA business and the Fellowship. Whenever possible, obtain any relevant information directly

from the person concerned. Use only reputable and reliable sources to supplement this information.

2. Retain information only for as long as necessary or as required by law. Protect the physical security of this information.
3. Limit internal access to personal information to those with a legitimate business/Fellowship reason for seeking that information. Use personal information only for the purposes for which it was originally obtained. Obtain the consent of the person concerned before externally disclosing any personal information unless legal process or contractual obligations provides otherwise.

5.6.3 Required Annual Filings and Reports

CoDA will prepare the following annual filings:

1. Arizona Corporation Commission Report
    i. Filing is due annually on: April 10th
2. Federal and State of Arizona Income Tax Returns
    i. Filing is due annually on: May 15

5.6.4 CoDA Guidelines for Finance

This document reflects finance FAQs for all Fellowship members, meetings that collect funds, groups around the globe and their relationship with CoDA Inc. This is referenced here for the board.

Exhibit 5.6.4a CoDA Guidelines for Finance

EXHIBIT 5.1a
CD LADDER

	Actual Purchase Date	$28,125	$28,125	$28,125	$28,125	$28,125	$28,125	$28,125	$28,125	
Jan-14										
Feb-14		3 mo	6 mo	9 mo	12 mo	15 mo	18 mo	21 mo	2 year	
Mar-14										
Apr-14										
May-14										
Jun-14										
Jul-14										
Aug-14										
Sep-14										
Oct-14										
Nov-14										
Dec-14										
Jan-15										
Feb-15										
Mar-15										
Apr-15		2 year								
May-15										
Jun-15										
Jul-15										
Aug-15										
Sep-15										
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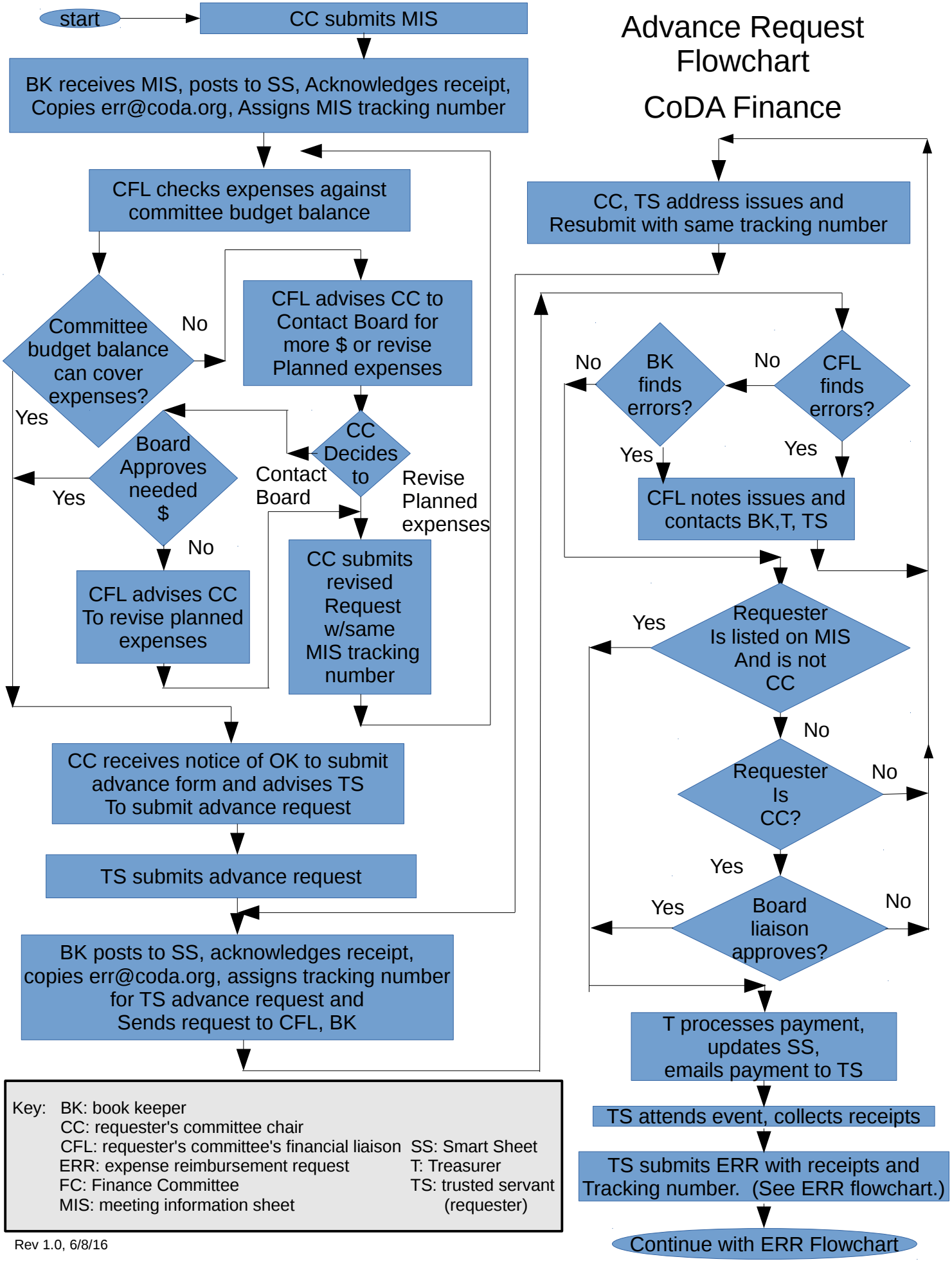
Nov-17										
Dec-17										

Exhibit 5.3a

Advance Request Flowchart

CoDA Finance



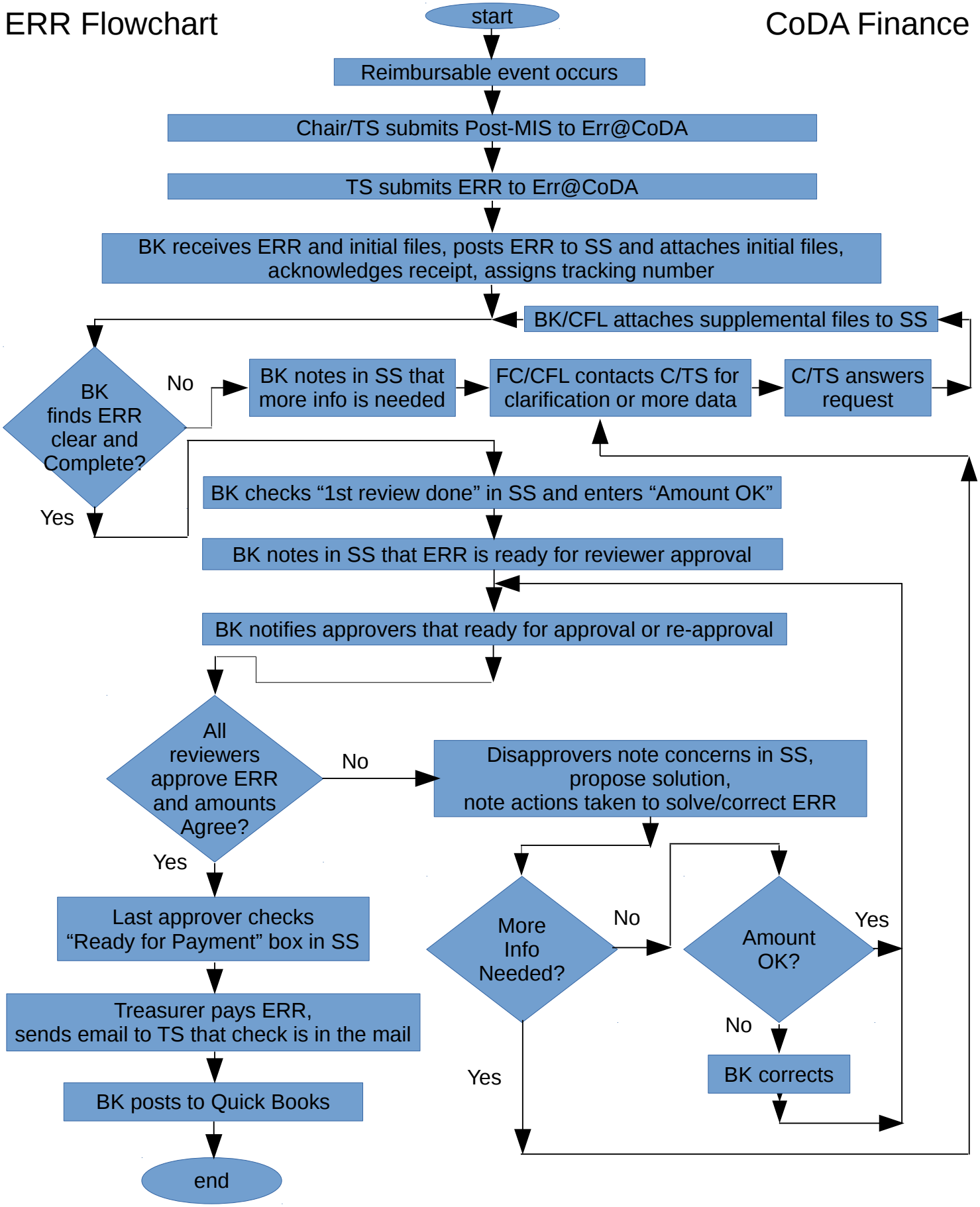
Key:
- BK: book keeper
- CC: requester's committee chair
- CFL: requester's committee's financial liaison
- ERR: expense reimbursement request
- FC: Finance Committee
- MIS: meeting information sheet
- SS: Smart Sheet
- T: Treasurer
- TS: trusted servant (requester)

Rev 1.0, 6/8/16

Exhibit 5.3b

ERR Flowchart

CoDA Finance



Key: BK: book keeper	ERR: expense reimbursement request	
CC: requester's committee chair	FC: finance committee	SS: Smart Sheet
CFL: requester's committee's financial liaison	MIS: meeting information sheet	TS: trusted servant (requester)

Rev 1.0, 6/8/16

LEGAL
SECTION 6

LEGAL LIAISON DESCRIPTION
Section 6.1

The Legal Liaison is an agent of the Board of Trustees who, in coordination with Officers of CoDA, Inc., facilitates communications regarding legal issues with the Fellowship, the Board of Trustees and the corporate attorneys. The board would normally select both a primary and a backup Legal Liaison. It is often helpful and the usual practice to include the backup legal liaison in discussions or communications.

The Board Chair and/or Officers, and in some instances the entire Board according to our group conscience process, may be required to decide some legal issues. All Legal Liaison duties listed herein may be performed by Legal Liaisons themselves or may be delegated to volunteers and/or contractors acting under the supervision of the Legal Liaisons and within an approved budget.

6.1.1 **DUTIES**

1. Responds to all communication to the legal alias consulting with corporate or copyright attorneys, other board members and/or committees/groups when their knowledge, judgement and/or authority is needed.
2. Organizes and/or maintains all Legal Liaison functions, performing required tasks, minimizing legal counsel and other costs while safeguarding CoDA, Inc. from legal or financial risk.
3. Communicates directly with our corporate and copyright attorneys within budget.
4. Prepares, submits and follows an annual budget for Legal Liaison functions. In coordination with the Treasurer of CoDA, Inc., maintains records of expenditures paralleling the approved budget.

5. Works with Translation Management Committee (TMC) liaison and/or Board Voting Entity (VE) Liaison in developing and, reviewing Translation, Copyright and Publication and Distribution Contract Agreements for accuracy.
6. Answers any legal questions that arise in the Translation, Copyright, Publication and Distribution process or Website trademark/copyright infringements referring to copyrights attorney as needed.
7. Oversees the execution of Translation, Copyright, Publication and Distribution documents through final signatures and filing.
8. Grants permission to use copyrighted CoDA material via the Copyright Permission Agreement and Express Permission Letters.
9. Develops and maintains CoDA's Legal Repository, in coordination with the Secretary of the Corporation, with files including, among other items:
    a. attorney and other official communications
    b. document templates
    c. legal references
    d. procedural guidelines
    e. logs of exceptions to guidelines and other significant matters
    f. executed contracts
    g. copies of copyright & trademark protection documents and
    h. table of contents of documents filed.
10. Oversees, safeguards and implements copyright and trademark initial contract and renewals with appropriate government entities.
11. Implements intellectual property contract renewals in coordination with the Secretary of the Corporation.
12. Responds to violations of CoDA Intellectual Property rights, starting with the use of An Appeal to Support CoDA Unity with identified individuals followed, if necessary, with a cease and desist notice, and with an immediate cease and desist notice to commercial web sites or other organized facilities using our material without permission. Refers continued violations for Board decision.
13. Works with the Legal Work Group consisting of 2 Board members and 2 volunteers from the Fellowship.

CoDA INTELLECTUAL PROPERTY
Section 6.2

Filing our trademark and copyright registrations worldwide establishes our legal rights to the name, logos and literature of CoDA and Co-Dependents Anonymous. The licenses for translation, publication and distribution of copyrighted materials and licenses for the use of trademarks (including on websites) allow third parties (like Australia, Mexico etc. or other Voting Entities) the rights to use those copyrighted materials and trademarks (names and logos) under certain conditions.

CoDA, Inc. having registered its copyrights and trademarks in the U.S. gives it copyright and trademark protection in the U.S. This means CoDA, Inc. has the ability to prevent other parties in the U.S. from using its trademarks, including names and logos, and from printing, publishing, posting or otherwise reproducing our copyrighted materials without our permission. However, having acquired this protection in the U.S. does not automatically grant this protection in any foreign country.

6.2.1 SPECIFIC PRINCIPLES RELATED TO TRADEMARKS

As indicated above, CoDA, Inc.'s intellectual property includes trademarks. CoDA's trademarks include the names and logos by which CoDA has come to be known, including "CoDA," "Co-Dependents Anonymous" and the following logo:

In the United States, CoDA, Inc. owns federal trademark registrations for CoDA, Co-Dependents Anonymous, and the above logo. The benefit that this gives to CoDA, Inc. is that it allows us the right to prevent third parties from using the marks, or confusingly similar marks (such as CODA, Codependents Anonymous, and the like), in ways that could confuse people into thinking that the third party is associated with CoDA. For example, if a third party were to begin offering counseling services for codependency under the name "Co-Dependents Anonymous Counseling," or with a logo that looks confusingly similar to our logo, the federal trademark registrations would allow us to stop them under the theory that they are infringing our trademarks. If we did not have these federal trademark registrations it is possible we would not have the right to stop them.

6.2.2 Trademark Rights in Countries (Voting Entities) other than the US

Having federal trademarks that are registered in the U.S., however, does not automatically give us the ability to protect our names and logos in foreign countries. Each foreign country has its own registration process that must be followed in order to acquire full trademark rights. With regards to acquiring and protecting our trademark rights, in general, our intellectual property counsel has given us the following guidelines as best practices regarding protection of our trademarks in foreign countries:

1. File early
   Preferably before (and in any case soon after) we begin operations in a country, we should file for protection of our trademarks. In some foreign countries—China is an example—trademark registrations are available on a first come, first served basis. It is not uncommon in such countries for third-parties to file for well-known marks and then demand exorbitant fees to the party who actually wants to operate in that country under that mark. In these countries such an approach is generally legal and, in fact, it may be illegal for us to operate in that country, even using our own marks CoDA, Co-Dependents Anonymous, and our logo, if someone else notices our operations and files to register our trademarks before we file—because we would then, under the laws of that country, be committing trademark infringement against that third party that filed for the marks before we did. Because this would severely hinder our ability to share our message in that country, it is advantageous to file for protection of our trademarks as soon as possible in any foreign country in which we are going to operate.

2. File at a minimum for "CoDA," a country-specific translation of "Co-Dependents Anonymous" and a translated version of the logo.

    a. It is important to protect the CoDA, Co-Dependents Anonymous, and CoDA logo marks with separate registrations in each country because if we only file for one mark we may not be able to prevent third parties from using the other marks (and in fact we may be prevented from using them ourselves).

b. Each foreign country, like the U.S., generally has a registration process by which full rights in a mark are acquired. Many countries are signatories to the Madrid Protocol and/or Madrid Agreement, which is a streamlined process, intended to help trademark owners register their rights in multiple countries simultaneously at less cost than country-by-country filings. The Madrid Protocol relates to the Madrid Agreement concerning the International registration of marks. It provides a cost-effective and efficient way for trademark holders to ensure protection for their marks in multiple countries through the filing of one application with a single office, in one language, with one set of fees, in one currency and does not require a local agent in that country. If a particular country is a signatory to the Madrid Protocol, we file an application under the Protocol for what is called an Extension of Protection into that country, thus adding this country to CoDA's existing applications.

c. It still remains the right of each country or contracting party designated for protection to determine whether or not protection for a mark may be granted in that country, even after filing under the Madrid Protocol. Once the trademark office in a designated country grants protection, the mark is protected in that country as if that office had registered it in the first place. The Madrid Protocol also simplifies the subsequent management of the mark, since a simple, single procedural step serves to record subsequent changes in ownership or in the name or address of the holder with World Intellectual Property Organization's International Bureau. Thus the trademark renewal process (which takes place every 10 years) under the Protocol is streamlined. (http://www.uspto.gov/trademarks/law/madrid/) Our intellectual property counsel has the list of all intellectual property items needing renewal and he has been charged with seeing to their renewal.

d. Our intellectual property counsel recommends that when considering entering into a Contract Agreement with an individual, group and/or Voting Entity we ensure that, at a minimum, we have either filed an Extension of Protection for the CoDA trademarks into that country (CODA, CO-DEPENDENTS ANONYMOUS and the CoDA Seal) or a separate trademark application with that country if that country has not signed the Madrid Protocol (Canada, for example). This is a great benefit to the country's CoDA groups as well, as it will give them a resource to address other competing groups in that country who are not recognized by CoDA but are using or attempting to use the CoDA name and/or materials without a license.

SPECIFIC CONTRACT AGREEMENTS AND PERMISSIONS
Section 6.3

6.3.1 INTRODUCTION

With respect to the various Voting Entity contracts, contracts signed previously over the past 25 years or more have used informal letter agreement formats or "gentlemen agreements" which ultimately are inadequate to protect CoDA's trademark rights. Our current templates have been crafted by our intellectual property counsel and have the wording and legal validity needed to protect our trademark and copyright registrations. For instance, licensing a mark without having the right to inspect and assure the quality of goods being produced can be considered "naked licensing" under U.S. law which can negatively affect our rights in the marks. If we cannot demonstrate that CoDA has made any efforts to inspect and assure the quality of the goods being produced, then the courts tend to see that as our abdicating a fundamental responsibility of a trademark owner, that of maintaining the quality of the goods sold under the mark. How we choose to actually exercise "control," however, does not have to be onerous, but we do require the rights which would allow us to exercise "control" (if needed) over the quality of the goods.

Some additional background information related to "naked licensing" under the US trademark laws, specifically the 9th Circuit Court of Appeals whose law controls the area where Co-Dependents Anonymous, Inc. is incorporated (Arizona), follows. As CoDA deals with the trademark laws of many countries and as there are variations in trademark law from country to country, in order to ensure CoDA's ability to enforce its trademarks in each country, our intellectual property counsel recommends the Board generally default to the safer approach overall, as much as is possible, although this can require more paperwork up front and on an ongoing basis.

Under the doctrine of naked licensing, if CoDA gives permission to any party to use any of its marks without maintaining sufficient "control" over the use of the mark, such a grant of rights may be considered a naked license, the effect of which is that CoDA may be considered to have abandoned the mark (essentially losing all ability to enforce the mark against anyone, including the person they gave permission to). Because of this extreme result, everyone's use of the CoDA marks needs to actually be outlined in an explicit trademark license agreement with

CoDA, depending on how they are using the mark—ideally the most up-to-date P&D agreement should be used for all Voting Entities that are publishing hard copy materials, and the most up-to-date website agreement should be used for all Voting Entities that have websites (for those that publish hard copy materials and have websites, both agreements should be in place). While this can be cumbersome, it is a result of the strictness of the trademark law which CoDA cannot change.

If Voting Entities approach you with requests to just give them a simple permission letter, our intellectual property counsel advises against this approach. Counsel also encourages us to update CoDA's Service Manuals so that "express permission" alone is not enough to use the CoDA seal and other marks but, instead, that such use is only permitted as outlined in an express trademark license agreement (such as the P&D agreement or website agreement referenced below). The following language is suggested:

> *"This is the CoDA Seal (Above); it is a registered trademark. Use of this mark is only allowed under a trademark license agreement, which agreement may allow customization by adding the name of an Intergroup or Voting Entity to the outside perimeter of the seal and/or translation of the words within the circle other than "CoDA". No other changes are permitted."*

Another effect of the need to "control" the use of the mark is the need to be able to monitor and manage others' uses of the mark. There are many websites that use the CoDA seal and many more that use CoDA and "Codependents Anonymous," marks. There are implications to this use, if it is unlicensed.

The main implication is that, if all of this use is not brought within CoDA's explicit control by ensuring that each of the Voting Entities has an actual trademark license agreement with CoDA allowing them to use the marks (with the P&D and/or website agreement, as the case may be), and giving CoDA the ability to "pull the plug" if necessary, then CoDA's rights in those marks may be lessened and, in extreme cases, altogether lost. CoDA must act to bring all entities in under the written contracts because of the way the trademark laws works. As a practical matter, since CoDA's goal is to ensure that the official publications produced by CoDA and the meetings conducted actually take place as the 12 Traditions and 12 Steps disclose, the trademarks are the best tool we have to ensure that the goods and services being provided in a certain country are legitimate and approved (of the desired quality). Trademarks work to identify the source of a good or service; the problem with the other groups using the name without some type of licensing arrangement between CoDA and them is that they are free to provide whatever goods or services they may choose to of whatever quality, and CoDA has limited recourse. This result is not going to help the CoDA group in the long-term, as it has the potential to fracture the group along Voting Entity and sub-entity lines. In some situations, it is possible for CoDA to be harmed long-term if individuals who are allegedly part of CoDA and who are not operating according to CoDA principles harm others in some way and such harm becomes widely known to the public.

A good way to provide incentive to the Voting Entities to enter into our new, legally valid Contract Agreements with CoDA would be to inform them that CoDA now has trademark rights in their country and that CoDA would like to give them a license for those rights upon entering into a new agreement. We can approach it from a "we would like to give you something" rather than a "if you don't we will" perspective. In some cases, our current templates may require further modification upon consultation with our intellectual property counsel to meet specific needs of a Voting Entity.

By making the signing of the agreements part of the "signing up" or "renewal" process for each Voting Entity, we can establish a standardized process that gets everyone on the same page as to what materials are approved and it will help the movement in the long run be able to clearly establish which groups are officially approved and which are not. There is some obvious tension between CoDA as a world organization "governing" the Voting Entities through use of the licenses under Tradition 2, but Tradition 4 indicates that in matters affecting CoDA as a whole (i.e., reading of the foundational documents, use of CoDA approved literature and how we conduct meetings), the groups need to come together. Furthermore, the proper use of the agreements will help CoDA follow through on Tradition 6 by permitting CoDA to stop individuals and other entities from lending the CoDA name to organizations (outside entities) who are not dedicated to or follow the CoDA Traditions. The legal system does not operate using the 12 Traditions, but does provide machinery to allow CoDA to implement some basic limited controls tied to the trademarks that provide reasonable ways for CoDA to take steps against individuals who "go rogue," which could interfere with honoring Tradition 1 *"Our common welfare should come first; personal recovery depends upon CoDA unity"* and damage our ability to fulfill our mission of *"carrying the message to other codependents who still suffer".*

Each agreement type establishes reasonable legal ability to manage the Voting Entity's activities and ways to further the operation of the 12 Traditions. The intent of the agreements is <u>not</u> to establish CoDA as a business or service entity, but to permit it to standardize some basic items to ensure CoDA unity and carry our message throughout the world over the long term.

6.3.2 NEED FOR LEGAL ENTITIES IN OTHER COUNTRIES

Our business and intellectual property counsel have been counseling CoDA for several years to follow the ideal approach when setting up an officially recognized Voting Entity in a country of (1) first forming a legal entity in the country and, then; (2) licensing to that legal entity all of the rights that are necessary to operate CoDA in that country, including all of the trademarks and copyrights using the appropriate agreements. The Board has received feedback from various entities that it has been too expensive to operate in this manner in some countries, so the best alternative, in order to maintain proper control from a trademark perspective and avoid naked licensing, is to contract with one or more selected individuals in each country using a temporary agreement with an expiration date. Since a Voting Entity is composed of a changing number of individuals, it is a less robust agreement when CoDA, Inc. enters into a contract with a Voting Entity. Also, entering into an agreement with a Voting Entity or with one or more selected

individuals can subject the Voting Entity or selected individuals to increased liabilities (particularly where publication contracts are involved), which is another reason it is better, when possible, to have a legally formed entity first. Licensing with a formal business entity gives CoDA and the Voting Entity the maximum flexibility to allow the members of the Voting Entity to move in and out of leadership roles while still being properly licensed with CoDA. If the formal business entity was hijacked by individuals who are not committed to the 12 Steps and 12 Traditions, CoDA members are then free to establish a new entity and CoDA, Inc. may revoke the prior license, permitting CoDA to quickly send a message to the members of the movement as to which entity represents the members who are committed to CoDA's Steps and Traditions.

6.3.3 TRANSLATION COPYRIGHT LICENSE AGREEMENTS

A trademark and copyright owner has the right to control who translates a work or logo. Accordingly, these agreements include a grant of a license (or permission) to a specific individual to translate a specific set of CoDA works or our CoDA Seal. It is recommended that a separate Translation Agreement be executed with each individual who seeks to translate CoDA works. This way, CoDA can revoke the agreement with the specific individual if things are not working out or the translation is subpar and simultaneously prevent the person from publishing their own translation of the works (the termination provision in the agreement forces them to destroy their existing translation). Our intellectual property counsel recommends not licensing any organization or Voting Entity to perform a translation, since translation work is personal, though it could be done by a group of individuals who are each individually licensed. OF NOTE: Translation Agreements generally involve only copyrights and not trademarks, though they may involve trademarks in cases where the CO-DEPENDENTS ANONYMOUS mark and/or CoDA logo are being translated. The publication and distribution process involves both copyright and trademark rights.

6.3.4 COPYRIGHT ASSIGNMENTS

This document transfers ownership of a piece of translated literature or a piece of newly written literature from the person who has done the translation, or written the literature, to CoDA Inc. Each translator or author must complete and sign one Copyright Assignment document listing each piece of literature that they have either helped to translate or write. Paper copies of these documents with original signatures must be kept and stored with CoDA's company books and papers. This document is usually completed and returned along with the Translation Agreement above.

6.3.5 PUBLICATION, COPYRIGHT AND TRADEMARK LICENSE AGREEMENTS

These agreements permit CoDA to license an individual, company, or Voting Entity to make copies of and distribute copies of CoDA materials and affix CoDA's marks to those materials. This limits the rights to use our mark on only CoDA approved and copyrighted documents. It also sets forth a schedule of royalties to be paid. In some instances we have

foregone the royalties temporarily to handle country-specific publishing situations. *(i.e. Limited Non-Royalty Bearing Publication Agreement)* Since CoRe is a separate corporation from CoDA, it needs its own license agreement similar to this one to properly ensure that CoRe is accountable to CoDA and operating under license of CoDA's Intellectual property in the US.

There are two such documents:

1. Publication and Distribution Copyright and Trademark License Agreement
    1. Can only be signed with a Legal Entity
    2. Is for one year with an automatic renewal for an additional year
    3. Licensee must obtain and execute a Publication Renewal within two years from the Effective Date of the agreement or the agreement will terminate
2. Limited Non-Royalty Bearing Publication and Distribution, Copyright and Trademark License Agreement
    1. Can be signed with one or more individuals
    2. Is for one year only
    3. Licensee must obtain and execute a Publication Renewal within one year from the Effective Date of the agreement or the agreement will terminate

6.3.6 COPYRIGHT PERMISSION AGREEMENT

This is a Contract Agreement that gives permission to an outside author to include CoDA copyrighted documents in their publication. This includes downloading and copying our CoDA service literature on the website. OF NOTE: This is different from *"Copyright Assignments"* where the signer is assigning ownership and copyrights back to CoDA. There are two versions of this agreement: one with and one without derivative rights, that is, permission to modify the service items with clear indication of the fact of modification.

6.3.7 EXPRESS PERMISSION LETTER

The express permission and disclaimer* given in the notice at the bottom of service items on the website grants permission to CoDA members to download and copy the item to distribute among CoDA members and others for personal recovery and outreach purposes.

> * *Disclaimer example: The Patterns and Characteristics of Codependency may not be reprinted or republished without the express written consent of Co-Dependents Anonymous, Inc. This document may be reprinted from the website www.coda.org (CoDA) for use by members of the CoDA Fellowship.*

Anyone other than members of the CoDA Fellowship needs express permission via "written consent," usually given in the form of a letter signed by the legal liaison.

6.3.8 WEBSITE TRADEMARK LICENSE AGREEMENT

In July 2014, the CoDA Board reviewed three options that our copyright attorney presented to us in regards to allowing the use of our trademarks on independent websites referring to themselves as part of CoDA. After lengthy discussion, the Board approved the following wording. In addition this wording was conference approved at CSC 2014 and is on the website at http://coda.org/index.cfm/info-for-members/coda-websites/

> *"That Voting Entities, intergroups and groups are allowed their own websites, and to use the terms CoDA and Co-Dependents Anonymous (these are registered trademarks) without entering into a formal agreement; but must display on the website the following disclaimer, "These pages may not have been reviewed, endorsed, or approved by Co-Dependents Anonymous Inc." The link from the CoDA website to the VE, intergroup or group website will display the following disclaimer, "These links are provided as a courtesy. Listing them here does not imply endorsement of these sites or any outside enterprise that may be referenced in these sites."*

However this motion does not include granting the use of our registered CoDA Seal. As stated above in the attorney's remarks, to use our CoDA Seal, translate, or customize it for use on a website, a CoDA individual/ group must obtain a website trademark license agreement. In general, this should be considered whenever a new request is made to translate the seal as inevitably a group will then want to use the translated version on a website.

CoDA SERVICE ITEMS AND LITERATURE
Section 6.4

6.4.1 WITHIN THE CODA FELLOWSHIP

CoDA Service Items include our CoDA foundational documents: *The Twelve Steps, The Twelve Traditions, The Twelve Service Concepts, The Welcome, The Preamble, and other service items: The Patterns and Characteristics of Codependence, The Recovery Patterns of Codependence, and other items such as our Meeting Handbook (Meeting Starter Packet) or the CoDA Prayers*. These items with their respective disclaimers * are acceptable to download and be copied from our website for use by members of the CoDA Fellowship only. These documents may *not* be reprinted or republished in any other way without express permission from the CoDA, Inc. Board of Trustees.

Registered CoDA Meetings and other entities may distribute service items for personal and outreach use as long as their registration with CoDA World Service remains current.

Our general policy does not allow CoDA groups to copy and/or reprint any other CoDA approved literature except for CoDA Service items. CoDA approved literature may be published by other CoDA Voting Entities or outside groups after a Publication Contract Agreement is signed by the CoDA Board of Trustees and the requesting party.

6.4.2 OUTSIDE THE CODA FELLOWSHIP

Outside authors may request to reprint our CoDA approved service items for use in their own publications, i.e. self-help books. The legal liaison should prepare the Copyright Permission Agreement for this request (*see Exhibit 6.4.2a)*. Anyone wanting to reprint these documents for use in educational presentations or to distribute in a mental health packet to a client etc. may be granted express permission in the form of a letter; they do not need a legal Publication Contract Agreement. The legal liaison may use the "Express Permissions Letter template" to give this permission (*see Exhibit 6.4.2b)*. All copies of these documents must contain the copyright disclaimer* at the bottom of these documents and *no* modification of these documents is permitted by CoDA.

Giving permission for requests to reprint or republish may be granted at the discretion of the legal liaison if the purpose and use for publication is used to further educate others or offer CoDA as a resource in regards to codependency and/or to develop healthy and loving relationships. If there are any other concerns, a group conscience request should be presented to the Board of Trustees. If there is any legal question or concern about any request, our intellectual property attorney should be consulted. The Legal Liaison is responsible for keeping a record of permissions granted to be submitted for storage on the CoDA website.

> * Disclaimer example: The *Patterns and Characteristics of Codependency* may not be reprinted or republished without the express written consent of Co-Dependents Anonymous, Inc. This document may be reprinted from the website www.coda.org (CoDA) for use by members of the CoDA Fellowship.

6.4.3 TRANSLATION *(also see Translation Policy)*

Registered CoDA Meetings and other entities may translate and distribute service items for personal and outreach use as long as their registration with CoDA World Service remains current and if appropriate documentation has been executed.

USE OF CODA SEALS AND SYMBOLS
Section 6.5
(Cross Reference Fellowship Service Manual Section 13)

6.5.1 PERMISSION REQUIRED

> *"This is the CoDA Seal (Above); it is a registered trademark. Use of this mark is only allowed under a trademark license agreement, which agreement may allow customization by adding the name of an Intergroup or Voting Entity to the outside perimeter of the seal and/or translation of the words within the circle other than "CoDA". No other changes are permitted."*

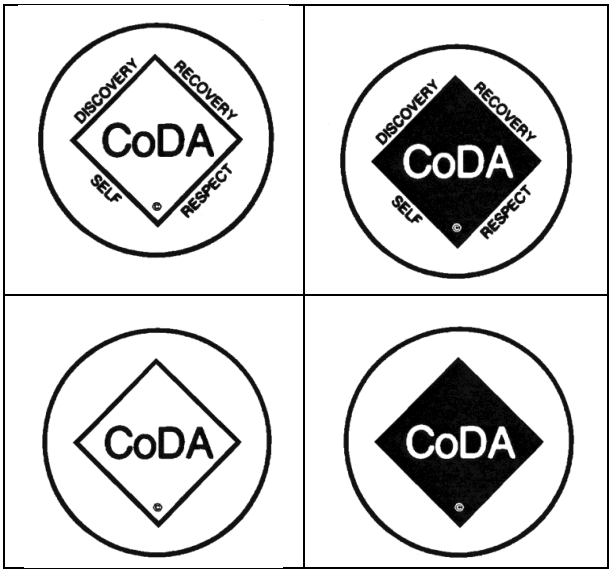
Only upon completing a Trademark Agreement with CoDA, Inc., may registered Voting Entities and/or Intergroups translate the words inside the circle, excepting the word CoDA. No other changes are permitted.

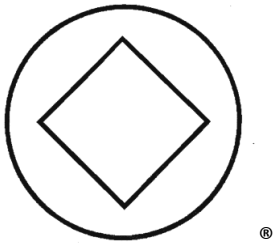
Legal Liaison shall not allow use of this registered CoDA seal without an approved Trademark Agreement being executed.

For requests from outside entities to use a CoDA Seal (i.e. a mental health facility wants to list us as a resource on their website and use our logo/seal),Legal Liaison shall offer the use of our CoDA seals that do *not* contain the wording "*To Thine Own Self Be True"* as below. Outside entities require an Express Permission letter in order to use them.

6.5.2 PERMISSION NOTE REQUIRED

As per the Fellowship Services Manual, CoDA groups may use the following seals on their letterheads, newsletters, journals, flyers, and other publications. They can be customized with the name of the CoDA organization outside the seals. CoDA groups do not need an agreement in place to use these seals.





This symbol may be displayed outside of a CoDA meeting place to symbolically identify it as CoDA without using the CoDA name and without using the word codependents or codependence.

6.5.3 NO PERMISSION MAY BE GRANTED FOR THESE SYMBOLS

This symbol was chosen at the 1989 Service Conference as the newsletter symbol. The name *Co-NNECTIONS* was also chosen at the 1989 Conference.	This symbol was also used by *Co-NNECTIONS*.

TRANSLATION, PUBLICATION AND DISTRIBUTION POLICY
Section 6.6

6.6.1 GENERAL GUIDELINES

1. Since the Fellowship is the custodian of the CoDA message, Fellowship members who speak each language are competent to choose, through Group Conscience decisions, the translation best able to carry the message to codependents of their language and region.
2. CoDA, Inc. shall provide legal guidance and enforcement in the service of CoDA unity through action by the Board of Trustees.
3. In order to be able to maintain legally required "quality control" of translated materials and to avoid "naked licensing" of our trademarks, it shall be required of those granted such rights that they maintain registration of Voting Entities and meetings and other entities making use of such materials, and/or that they renew Publication and Distribution Agreements so they are current. Reminders by, for example, Legal Liaison or TMC shall not be construed as removing this obligation on those granted these rights.
4. The Translation Management Committee (TMC) may act as agent of the Board under the supervision of the Legal Liaison in communicating with individuals and groups doing translation, publication and/or distribution of CoDA literature and in executing related initial or renewal Agreements
5. TMC may continue to act as agent of the Board under the supervision of the Legal Liaison past the translation phase and through the publication and distribution phase because of the continuity of the work required.
6. TMC may act as agent of the Board under the supervision of the Legal Liaison also to develop publication and distribution documentation even when translation is not involved because of their expertise and procedures developed in association with translation procedures.
7. The Legal Liaison may grant access by TMC to files associated with translation, publication or distribution if not otherwise available.

8. The procedures and document templates used in the process of preparing and signing translation and/or publication and distribution Agreements shall be approved by the Legal Liaison with advice of our Intellectual Property (IP) counsel, with Board notification and opportunity for objection.
9. Exceptions from those procedures or documentation shall be referred for approval to the Legal Liaison or the Board, perhaps with advice of our Intellectual Property (IP) counsel.
10. The Legal Liaison shall maintain or shall supervise maintenance of a log of such approved exceptions with supporting arguments as a record of precedents available for later consideration.
11. TMC shall maintain a master checklist of all currently active Agreement projects, updated at least monthly and always accessible by the Legal Liaison.
12. Legal Liaison shall report at least quarterly to the Board the general status of Agreement projects and progress made in executing them.

6.6.2 MORE SPECIFIC GUIDELINES

1. The Legal Liaison shall request of the Board authorization to seek Trademark protection in any country not having it and where approved translation is taking place or where there is other CoDA activity significant enough to justify the cost.

2. Where it is impossible to obtain signatures on approved Assignment of Copyright forms for translations believed to be effective in carrying the message in that language, one of two options may be exercised, considering specific circumstances:
   a. An Assignment in the assignor's own words may be accepted by the Legal Liaison and an Officer of the Corporation, preferably the Chair, if it includes:
      i. Full Legal Name of Translator
      ii. Address of Translator
      iii. Identification of Documents Translated
      iv. Statement granting to CoDA, Inc. copyright to items translated
      v. Signature of Translator
      vi. Date of Signing
   b. The Board may accept for publication and/or distribution a translation that has a deficient Assignment of Copyright or none at all if the value to the Fellowship is judged great enough to justify the risk posed by the likelihood of legal action in that case.

3. Legal Liaison and TMC will develop and maintain information on the CoDA web site:
   a. that introduces TMC as a support during translation,
   a. that offers information and support to those interested in doing translation,
   b. that explains the need for documented Agreements and Assignments,
   c. that links to appropriate initial documents,

d. that includes a copy of or link to AN APPEAL TO SAFEGUARD CODA UNITY to illustrate how the Corporation has been instructed to respond initially to individuals in violation of CoDA Intellectual Property rights.

AMENDMENTS AND EXHIBITS
Section 6.7

6.7.1 Amendments

Amendments to this Section 6 of Board Policies and Procedures Manual shall be offered for approval by presenting Section 6 in full with to be deleted portions struck out, portions to be added inserted in a different font style and any temporary explanatory comments in a third style. Discussion and vote shall be in accord with Board of Trustee procedures.

6.7.2 Exhibits

Exhibits are incorporated into this Section 6 by reference. They may be amended, however, by Legal Liaison presenting such changes for inspection by all Trustees for 30 days. Request for discussion by any one Trustee shall require consideration and vote by the Board of Trustees. If no request is registered, the changes shall be considered accepted. Any documents that need to be signed by the Board needs to be put on the next board agenda for approval.

1. List of Exhibits

a. Summary Matrix of Intellectual Property Use
b. TMC Master Translation Checklist
c. TMC Master Publication and Distribution Checklist
d. TEMPLATE_Express Permission Letter
e. TEMPLATE_Copyright Permission Agreement
f. TEMPLATE_Copyright Permission Agreement (with derivative rights)
g. TEMPLATE_Copyright Assignment, English
h. TEMPLATE_Copyright Assignment, Spanish
i. TEMPLATE_Translation Agreement
j. TEMPLATE_Limited Non-Royalty Bearing Publication Agreement
k. TEMPLATE_Limited Non-Royalty Bearing Publication Agreement Renewal Authorization
l. TEMPLATE_Publication and Distribution, Copyright and Trademark Agreement

m. TEMPLATE_Publication and Distribution, Copyright and Trademark Agreement Renewal Authorization
n. TEMPLATE_Website Trademark License Agreement
o. Registered CoDA Seal
p. Appeal to Support CoDA Unity-English version
q. Appeal to Support CoDA Unity-Spanish version

2. Link to Exhibits:

Depending on final formatting, the list of exhibits may link directly to each item instead of this link to the Exhibits folder.

https://drive.google.com/drive/folders/0B9VTfUBdbeYvN0RFY0N1UFJEVkU/0B9VTfUBdbeYvUW5fTW5FcWpfOTg/0BxH2LqBUMbyPWGNTbFA2ZllUYmc/0BxH2LqBUMbyPRVg2Tlluc25lTnM?ltmpl=drive&usp=gtd&utm_campaign=web&utm_content=gotodrive&utm_medium=button&utm_source=en

SUMMARY MATRIX of
INTELLECTUAL PROPERTY USE
Section 6.7.2.A.

Entity	Item	Use	Requirements for use
Any	CoDA Steps	Any	AA disclaimer*, AA Steps copied
Any	CoDA Traditions	Any	AA disclaimer*, AA Traditions copied
CoDA Inc.*	CoDA Seal	Any	Existing ownership suffices
CoDA Inc.*	Other materials	Any	Existing ownership suffices
CoRe Inc.	CSC Approved.Literature	Publish	Contract with CoDA Inc.
CoDA groups*	Service Items*	Copy & distribute	Personal & outreach use
"	Published Matrl.	Translation	See Translation policy 6.6
"	Published Matrl.	Print & Dist.	Agreement #1*
"	CoDA Name	Web,print	Display #1*
"	Link	from coda.org	Display #2*
"	Reg.CoDA seal	Any	Agreement #4*, Display #4*
"	Other seals*	As is	No requirements
"	Other seals*	Customized on outside	No requirements
Anyone	Obsolete seals*	Any	Not allowed
CoDA corps.*	CoDA matrls.	Copy & distribute	Agreement #1*
CoDA corps.*	CoDA seal	Copy & distribute	Agreement #1*
CoDA members	Publ. matrls.	Copy & distribute	Agreement #2*
CoDA members	CoDA seal	Copy & distribute	Agreement #2*
CoDA members	Service Items*	Copy & distribute	Personal & Outreach
Non-members	Service Items.*	Class,Commentary	Exp.Prm.lettr#1*,Display #3*
Non-members	Service Items.*	Class,Commentary	Exp.Prm.lettr#1*,(fair use*)
CoDA members	Same modified	Class,Commentary	Exp.Prm.lettr#2*,(fair use*)
Non-members	Same modified	Class,Commentary	Exp.Prm.lettr#2*,(fair use*)
Non-members	Published Matrl.	Included in a publication	Agreement #3*

Terms marked with *

AA disclaimer: "The Twelve Steps and Twelve Traditions are reprinted and adapted with permission of Alcoholics Anonymous World Services, Inc. Permission to reprint and adapt this material does not mean that AA has reviewed or approved the content of this publication, nor that AA agrees with the views expressed

herein. AA is a program of recovery from alcoholism only - use of the Twelve Steps and Twelve Traditions in connection with programs and activities which are patterned after AA, but which address other problems, does not imply otherwise."

Agreement #1: Publication and Distribution, Copyright and Trademark License Agreement

Agreement #2: Limited Non-Royalty Bearing Publication Agreement

Agreement #3: Copyright Permission Agreement

CoDA corps.: Corporations created by CoDA groups for business services.

CoDA Groups: Includes all entities that are part of the CoDA Fellowship from individual meetings to Voting Entities.

CoDA Inc.* Co-Dependents Anonymous, Inc. and World Service entities acting by Group Conscience

Display #1: Must be displayed when used: "These pages may not have been reviewed, endorsed, or approved by Co-Dependents Anonymous Inc"

Display #2: Must be displayed when used: "These links are provided as a courtesy. Listing them here does not imply endorsement of these sites or any outside enterprise that may be referenced in these sites."

Display #3: Must be displayed when used: "The (Name of Service Item) may not be reprinted or republished without the express written consent of Co-Dependents Anonymous, Inc. This document may be reprinted from the website www.coda.org (CoDA) for use by members of the CoDA Fellowship."

Display #4: Must be displayed under the seal when used: "This is the CoDA Seal (Above); it is a registered trademark. Use of this mark is only allowed under a Trademark License Agreement, which agreement may allow customization by adding the name of an Intergroup or Voting Entity to the outside perimeter of the seal and/or translation of the words within the circle other than "CoDA. No other changes are permitted. Please contact Board@coda.org"

Exp.Prm.lettr #1: Express Permission Letter written by Legal Liaison giving permission for the requested use.

Exp.Prm.lettr #2: Express Permission Letter written by Legal Liaison giving permission for the requested use plus clearly indicated modifications..

fair use: Legal concept allowing use of excerpts or short passages for criticism, comment, news reporting, teaching, scholarship, and research. Not to be offered; Express Permission Letter provided instead.

Obsolete Seal: *Show or link to FSM*

Other Seals: *Show or link to FSM*

Registration: Copyrighted material may be registered with the U.S. Trademark and Copyright Office but this is not necessary. Nor is it necessary any more to affix the circled c the circled r or any other reference to copyright. It is the actual use of the materials by the owner that establishes copyrights.

Registered Seal: *Show or link to FSM*

Service Items: CoDA Service Items include our CoDA foundational documents:The Twelve Steps, The Twelve Traditions, The Twelve Service Concepts, The Welcome, The Preamble, and other service items: bv The Patterns and Characteristics of Codependence, The Recovery Patterns of Codependence, and other items such as our Meeting Handbook (Meeting Starter Packet) or the CoDA Prayers

[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 you 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. COPYRIGHT PERMISSION AGREEMENT

I. GENERAL

A. This Copyright Permission 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/company located at _____ (LICENSEE), on the date of signing of this Agreement below.

B. This Agreement governs, among other things, LICENSEE's publication and distribution of works of authorship containing one or more of LICENSOR'S copyrighted publications which are _____ ("Licensed Materials").

C. LICENSEE desires to include the Licensed Materials in a work of authorship entitled _____ ("the Work"), wishes to obtain LICENSOR'S prior written permission to so use the Licensed Materials, and acknowledges that use of the Licensed Materials constitutes acceptance of the terms of this Agreement.

II. GRANT

A. Now therefore, upon the terms and conditions set forth in this Agreement, LICENSOR grants to LICENSEE a nonexclusive right, license, and privilege to copy, publish, display, transmit, and distribute copies of the Licensed Materials in the Work in all languages throughout the world, and in all advertising and promotions of the Work. This grant and license extends to any reprintings, revised editions, or derivative works of the Work in any media or format including without limitation other kinds of print media and electronic media (such as online systems, CD-ROM applications, and multimedia products). LICENSOR expressly reserves and does not grant rights to LICENSEE to copy, publish, display, transmit, or distribute copies of the Licensed Materials separate from or independent of any portion of the Work or any reprinting, revised edition, or derivative work of the Work in any form of print media, electronic media, or advertising or promotion of the Work in any language throughout the world.

B. LICENSEE agrees to provide attribution to LICENSOR as the source of the Licensed Materials in the Work. The attribution will include at least the LICENSOR'S legal name.

C. The license hereby granted extends only to the LICENSEE above named and its successors and assigns, and not to any affiliated organization, employee, relative, or immediate family member of LICENSEE. LICENSEE agrees to not distribute the Licensed Materials

separate or independent from any portion of the Work to any other individual, organization, or governmental body or department.

D. This Agreement does not restrict or limit LICENSOR's rights to utilize the Licensed Materials in any manner whatsoever.

E. Title to the Licensed Materials remains in LICENSOR and nothing in this Agreement should be construed as conveying any interest in the Licensed Materials 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 except as otherwise permitted under the express terms of this Agreement.

III. WARRANTIES

A. LICENSOR warrants that it is the sole owner by assignment or the exclusive licensee of the works of authorship comprising the Licensed Materials; that LICENSEE'S publication of the Licensed Materials will not violate or infringe any copyright, trademark, or other intellectual property or proprietary right of any other person or entity; and LICENSOR is not a party to and the Licensed Materials are not subject to any contract or other legal arrangement which would conflict with granting the rights given herein. LICENSEE acknowledges that there will be copyright, trademark, or other intellectual property rights in the screenshots or other formats which contain the Licensed Materials when included in the Work and agrees that LICENSOR shall not be responsible for any infringement of copyright, trademark, or other intellectual property owned by third parties that is included in the Work.

Co-Dependents Anonymous, Inc.
(LICENSOR)

_____
Signature

By:_____

Title_____

Date:_____

CO-DEPENDENTS ANONYMOUS, INC. COPYRIGHT PERMISSION AGREEMENT

I. GENERAL

A. This Copyright Permission 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/company located at _____ (LICENSEE), on the date of signing of this Agreement below.

B. This Agreement governs, among other things, LICENSEE's publication and distribution of works of authorship containing one or more of LICENSOR'S copyrighted publications which are _____ ("Licensed Materials").

C. LICENSEE desires to include the Licensed Materials in a work of authorship entitled _____ ("the Work"), wishes to obtain LICENSOR'S prior written permission to so use the Licensed Materials, and acknowledges that use of the Licensed Materials constitutes acceptance of the terms of this Agreement.

II. GRANT

A. Now therefore, upon the terms and conditions set forth in this Agreement, LICENSOR grants to LICENSEE a nonexclusive right, license, and privilege to copy, publish, display, transmit, and distribute copies of the Licensed Materials in the Work in all languages throughout the world, and in all advertising and promotions of the Work. LICENSOR further authorizes LICENSEE to create derivative works of the Licensed Materials for potential inclusion in the Work, but LICENSEE shall not include such derivative works in the Work without prior express written approval from LICENSOR. This grant and license extends to any reprintings, revised editions, or derivative works of the Work in any media or format including without limitation other kinds of print media and electronic media (such as online systems, CD-ROM applications, and multimedia products). LICENSOR expressly reserves and does not grant rights to LICENSEE to copy, publish, display, transmit, or distribute copies of the Licensed Materials or derivative works of the Licensed Materials separate from or independent of any portion of the Work or any reprinting, revised edition, or derivative work of the Work in any form of print media, electronic media, or advertising or promotion of the Work in any language throughout the world.

B. LICENSEE agrees to provide attribution to LICENSOR as the source of the Licensed Materials in the Work. The attribution will include at least the LICENSOR'S legal name.

C. The license hereby granted extends only to the LICENSEE above named and its successors and assigns, and not to any affiliated organization, employee, relative, or immediate family member of LICENSEE. LICENSEE agrees to not distribute the Licensed Materials separate or independent from any portion of the Work to any other individual, organization, or governmental body or department.

D. This Agreement does not restrict or limit LICENSOR's rights to utilize the Licensed Materials in any manner whatsoever.

E. Title to the Licensed Materials remains in LICENSOR and nothing in this Agreement should be construed as conveying any interest in the Licensed Materials 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 except as otherwise permitted under the express terms of this Agreement.

III. WARRANTIES

A. LICENSOR warrants that it is the sole owner by assignment or the exclusive licensee of the works of authorship comprising the Licensed Materials; that LICENSEE'S publication of the Licensed Materials will not violate or infringe any copyright, trademark, or other intellectual property or proprietary right of any other person or entity; and LICENSOR is not a party to and the Licensed Materials are not subject to any contract or other legal arrangement which would conflict with granting the rights given herein. LICENSEE acknowledges that there will be copyright, trademark, or other intellectual property rights in the screenshots or other formats which contain the Licensed Materials when included in the Work and agrees that LICENSOR shall not be responsible for any infringement of copyright, trademark, or other intellectual property owned by third parties that is included in the Work.

Co-Dependents Anonymous, Inc.
(LICENSOR)

_____
Signature

By:_____

Title_____

Date:_____

CO-DEPENDENTS ANONYMOUS, INC.
COPYRIGHT ASSIGNMENT

THIS **A**SSIGNMENT ("Assignment") is made by and between _____, a resident of _____, residing at _____ a national of _____, (ASSIGNOR hereafter referred to as TRANSLATOR) and Co-Dependents Anonymous, Inc., an Arizona Corporation located at P.O. Box 33577, Phoenix, AZ 85067 (ASSIGNEE hereafter referred to as CoDA, INC).

WHEREAS, TRANSLATOR created a translation of the work(s) of authorship entitled _____ ("the Copyright(s)") and acknowledged that CoDA, INC is the owner of an undivided whole interest in the Copyright(s), including all rights throughout the world, including translation thereof, and warrants that TRANSLATOR creating the translation of the Copyright(s) is a national of domiciled in the country set forth above;

WHEREAS, CoDA, INC desires to acquire an undivided whole interest in the TRANSLATOR's right, title and interest, if any, in the translation of the Copyright(s) in all countries;

NOW**, T**HEREFORE, for the consideration of USD $10.00 and the opportunity to perform the translation, the adequacy of which is hereby acknowledged, TRANSLATOR hereby sells, assigns, and transfers to CoDA, INC, its legal representatives, successors and assigns, all of TRANSLATOR'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, TRANSLATOR agrees to execute all papers and to perform such other proper acts as CoDA, INC may deem necessary to secure for CoDA, INC or its designee the rights assigned herein.

The $10 payment into non-U.S. countries can be tendered in any of three ways. Please check one of the three choices below

1. __ By providing information to pay you through paypal
2. __ By receiving a $10 credit toward literature purchase through CoRe
3. __ By donating the $10 to CoDA.

Executed this _____ day of _____, 20___ at _____

_____ (City, State, Country)

By: _____

CESION DE DERECHOS DE AUTOR

Esta Cesión (Asignación) es hecho por y entre_____NOMBRE COMPLETO INCLUYENDO LOS APELLIDOS (ya que es un documento legal)_____, residente de _____NOMBRE DEL PAIS DONDE VIVO_____, residiendo en ____DIRECCION COMPLETA_____, ciudadano de _____NECESARIO, YA QUE ALGUNOS VIVIMOS EN UN PAIS PERO NUESTRA NACIONALIDAD ES DIFERENTE. ESTOS CASOS SE DAN MUY FRECUENTEMENTE EN U.S.A. PERO TAMBIEN EN OTROS PAISES (esta información puede ser la misma que en "residente de…") . (Cedente) y CoDependents Anonymous, Inc., Corporación de Arizona con dirección en P.O. Box 33577, Phoenix, AZ 85067 (Cesionario).

Mientras, el Cesionario es dueño do todos los derechos de autor en una obra titulado "Blue Book," (en adelante "Blue Book"), y mientras el Cedente realizó una traducción del Blue Book titulado "Libro Azul" (en adelante la "Traducción") y aceptó que el Cesionario es el propietario de todos los derechos de autor en su totalidad del Blue Book, incluyendo todos los derechos en todos los países, incluyendo cualquier traducción de él, y certifica que el Cedente que crea la Traducción es ciudadano del y reside en el(los) país(es) mencionado(s) arriba;

Por lo tanto, el Cesionario desea adquirir todos los derechos de autor del Cedente de la Traducción en su totalidad, tal como el título, interés y ventajas, si es que hay alguna, en la Traducción en todos los países;

Ahora, por tanto, por la recompensa de $10.00 (dólares) y la oportunidad de realizar la Traducción, la suficiencia de las cuales se afirma, Cedente a través del presente documento, vende, cede, asigna y transfiere al Cesionario, a sus representantes legales, beneficiarios y cesionarios, todos los derechos, titulo e interés del Cedente en los derechos de autor de la Traducción, así como cualquier registración y aplicación para registrar los derechos de autor relacionadas al mismo, junto con el derecho de renovar tales registraciones, conseguir reediciones y extensiones y ampliar los derechos de autor; toda obra basado en, derivado de, o incorporando la Traducción; todos los ingresos, beneficios, daños, reclamos y pagos ahora o en adelante debidos o pagables relacionados al mismo, cualquier acción legal, por la ley o en equidad, igualmente para el pasado,

presente y futuras infracciones basadas en la Traducción; y todos los derechos correspondientes a lo anterior en todo el mundo;

Sin más pago, el Cedente accede a ejecutar todos los papeles y puntos legales y a realizar cualquier otro acto de traspaso, así como el Cesionario puede considerar necesario para asegurar al Cesionario o a su designado los derechos asignados aquí.

Ejecutado el día _____ de _____ del 20_____ a las _____horas

En la _____
(ciudad, colonia, o departamento, etc.), Estado, y País

Por (Cedente): _____
(firma)

COPYRIGHT ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made by and between _____, a resident of _____, residing at _____ a national of (Country) _____, (ASSIGNOR) and CoDependents Anonymous, Inc., an Arizona Corporation located at P.O. Box 33577, Phoenix, AZ 85067 (ASSIGNEE).

WHEREAS, Assignee is owner of all of the copyright rights in a work titled "Blue Book," (hereafter "Blue Book"), and whereas Assignor created a translation of the Blue Book titled "Libro Azul" (hereafter the "Translation"), and acknowledges that Assignee is the owner of an undivided whole interest in the copyright(s) rights in the Blue Book, including all rights throughout the world, including any translations thereof, and warrants that Assignor creating the Translation is a national of and is domiciled in the country(ies) set forth above;

WHEREAS, Assignee desires to acquire an undivided whole interest in the Assignor's right, title and interest, if any, in the copyright rights of the Translation 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 copyright rights of the Translation, as well as any registrations and copyright registration applications relating thereto, along with the right to secure renewals, reissues, and extensions and increase the copyright rights; all works based upon, derived from, or incorporating the Translation; 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 Translation; 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 (Assignor): _____
Signature

CO-DEPENDENTS ANONYMOUS 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 hereafter referred to as CODA, INC) and _____, a resident(s) of _____(Country)_____, residing at _____ (LICENSEE(s) hereafter referred to as TRANSLATOR(s)), effective upon the date of the signature of the 2nd Board Officer.

B. This Agreement governs, among other things, TRANSLATOR(s) translation of CoDA, INC'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, CoDA, INC grants to TRANSLATOR(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 TRANSLATOR(s) and not to any organization, employee, relative, or immediate family member of TRANSLATOR(s). TRANSLATOR(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 CoDA, INC's rights to utilize the Licensed Materials in any manner whatsoever.

D. Title to any and all translations of the Licensed Materials vests in CoDA, INC upon the fixing of such translations in a tangible medium of expression. TRANSLATOR(s) agrees to execute a confirmatory assignment of any and all translations created upon request of CoDA, INC. The confirmatory assignment shall be substantially in the form of "Copyright Assignment" or in such other form satisfactory to CoDA, INC. TRANSLATOR(s) further agrees to convey the signed assignments to CoDA, INC. All translations shall become the exclusive property of CoDA, INC, and TRANSLATOR(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 TRANSLATOR(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,

TRANSLATOR(s) agrees to testify in all legal proceedings, sign all lawful papers, and otherwise perform all acts necessary or appropriate to enable CoDA, INC 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 CoDA, INC'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 CoDA, INC.

III. POLICING

A. TRANSLATOR(s) shall promptly notify CoDA, INC in writing in the event it becomes aware of any third party infringing, misusing, diluting, derogating, or otherwise violating CoDA, INC's rights in the Licensed Materials.

IV. **ASSIGNMENT & SUBLICENSING**

A. TRANSLATOR(s) shall not assign, sublicense, or otherwise transfer any rights granted under this agreement without the prior written consent of CoDA, INC.

V. **TERMINATION AND EXPIRATION**

A. For purposes of this Agreement, the term "Default" shall mean the failure of TRANSLATOR(s) to fully and timely perform any of its obligations under this agreement which failure continues for thirty (30) days after written notice to TRANSLATOR(s) from CoDA, INC reasonably specifying such failure;

B. The license granted to TRANSLATOR(s) under this Agreement together with any and all rights of TRANSLATOR(s) shall terminate ("Termination") upon the first of: (1) a date of Termination given in a written notice by CoDA, INC to TRANSLATOR(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 TRANSLATOR(s) to CoDA, INC following receipt by CoDA, INC of all Licensed Materials provided to TRANSLATOR(s).

C. Upon Termination, TRANSLATOR(s) agrees to return all Licensed Materials received from CoDA, INC to CoDA, INC. By 5 days following Termination, TRANSLATOR(s) agrees to provide CoDA, INC with a copy of the translation(s) of the Licensed Materials that existed at the date of Termination. TRANSLATOR(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 TRANSLATOR(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. CoDA, INC warrants that it is the owner by assignment or the TRANSLATOR of the works of authorship comprising the Licensed Materials. CoDA, INC agrees to indemnify and hold harmless TRANSLATOR(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 CoDA, INC 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	TRANSLATOR 1
_____	_____
Full Legal Name	Full Legal Name
_____	_____
Signature	Signature
_____	_____
Title	Title (optional)
_____	_____

Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2

_____
Full Legal Name

_____
Signature

_____
Title

_____
Date in YYYY-MM-DD format

Date in YYYY-MM-DD format

TRANSLATOR 2

_____
Full Legal Name

_____
Signature

_____
Title (optional)

_____
Date in YYYY-MM-DD format

TRANSLATOR 3

_____
Full Legal Name

_____
Signature

_____
Title (optional)

_____
Date in YYYY-MM-DD format

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

Exhibit A

List of Publications to be Translated

1. _____
2. _____
3. _____

Codependents Anonymous Inc. Board Officer 1	TRANSLATOR 1
_____	_____
Full Legal Name	Full Legal Name
_____	_____
Signature	Signature
_____	_____
Title	Title (optional)
_____	_____
Date in YYYY-MM-DD format	Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2	TRANSLATOR 2
_____	_____
Full Legal Name	Full Legal Name
_____	_____
Signature	Signature
_____	_____
Title	Title (optional)
_____	_____
Date in YYYY-MM-DD format	Date in YYYY-MM-DD format

TRANSLATOR 3

_____
Full Legal Name

_____
Signature

_____
Title (optional)

_____
Date in YYYY-MM-DD format

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

CO-DEPENDENTS ANONYMOUS, INC.
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 hereafter referred to as CoDA, INC) and each individual (LICENSEE hereafter referred to as PUBLISHER) listed below residing in the _____ (Country) effective upon the date of the signature of the 2nd Board Officer.

B. This Agreement governs, among other things, each PUBLISHER's publication and distribution of CoDA, INC'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 PUBLISHER'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 CoDA, INC (collectively, the MARKS). By signing below, each PUBLISHER acknowledges that CoDA, INC has been using the MARKS in commerce in the country(ies) in which each PUBLISHER is located and that any use by any PUBLISHER of the MARKS under this Agreement inures to the benefit of CoDA, INC.

II. GRANT

A. Upon the terms and conditions set forth in this Agreement, CoDA, INC grants to each PUBLISHER 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 CoDA, INC'S publications covered by this Agreement is set forth in Exhibit A. CoDA, INC also grants to PUBLISHER 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 PUBLISHER and not to any person, affiliated organization, employee, relative, or immediate family member of any PUBLISHER other than organizations and/or individuals which PUBLISHER 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 CoDA, INC'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 CoDA, INC and nothing in this Agreement should be construed as conveying any interest in the Licensed Materials or the MARKS to any PUBLISHER or any third party. No PUBLISHER 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 PUBLISHER, if that PUBLISHER does not obtain a Limited Non-Royalty Bearing Publication Renewal Authorization from the Translation Management Committee of CoDA, INC, executed by CoDA, INC, and if that PUBLISHER does not execute and return the Publication Renewal Authorization to CoDA, INC within a year from the Effective Date, this Agreement will terminate one year from the Effective Date.

F. PUBLISHER 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 PUBLISHER 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 PUBLISHER 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 CoDA, INC and each PUBLISHER.

C. CoDA, INC shall have the right at any time to conduct during regular business hours an examination of the treatment, products, and services offered by each PUBLISHER to ensure they meet the Acceptable Level of Quality. If at any time CoDA, INC determines that any

PUBLISHER's products or services fail to be of the Acceptable Level of Quality, CoDA, INC shall notify that PUBLISHER and that PUBLISHER shall make such changes as mutually agreed.

IV. MARKING

A. Each PUBLISHER shall comply with reasonable conditions set forth in writing from time to time by CoDA, INC with respect to style, appearance, and manner of use of the MARKS being affixed. Each PUBLISHER 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 CoDA, INC that CoDA, INC'S application for registration has matured into a registration, each PUBLISHER shall promptly change the symbol associated with the mark to the ® symbol. Upon notification by CoDA, INC that use of either symbol is missing, incorrect or unacceptable, each PUBLISHER shall promptly correct its use. In addition, each PUBLISHER agrees to affix all copyright notices provided by CoDA, INC on all copies of each of the Licensed Products published and distributed by that PUBLISHER.

V. POLICING

A. Each PUBLISHER shall promptly notify CoDA, INC in writing in the event it becomes aware of any third party infringing, misusing, diluting, derogating, or otherwise violating CoDA, INC's rights in the Licensed Products and the MARKS.

VI. **ASSIGNMENT & SUBLICENSING**

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

VII. **TERMINATION AND EXPIRATION**

A. For purposes of this Agreement, the term "Default" shall mean the failure of a PUBLISHER 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 PUBLISHER from CoDA, INC reasonably specifying such failure;

B. The license granted to each PUBLISHER under this Agreement together with any and all rights of that PUBLISHER shall terminate ("Termination") upon the first of: (1) a date of Termination given in a written notice by CoDA, INC to that PUBLISHER 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 PUBLISHER to CoDA, INC following receipt by CoDA, INC of all Licensed Materials provided to that PUBLISHER.

C. Notwithstanding any Termination, the obligations of each PUBLISHER 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. CoDA, INC warrants that it is the owner by assignment or the PUBLISHER of the works of authorship comprising the Licensed Materials and the owner of the MARKS. CoDA, INC agrees to indemnify and hold harmless each PUBLISHER and its successors, assigns and PUBLISHERs, 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 CoDA, INC 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 PUBLISHER 1

_____ _____

Full Legal Name

_____

Signature

_____

Title

_____

Date in YYYY-MM-DD format

Full Legal Name

_____

Signature

_____

Title (optional)

_____

Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2

_____

Full Legal Name

_____

Signature

_____

Title

_____

Date in YYYY-MM-DD format

PUBLISHER 2

_____

Full Legal Name

_____

Signature

_____

Title (optional)

_____

Date in YYYY-MM-DD format

Exhibit A

LIST OF PUBLICATIONS

1. **CoDA Seal**
2. _____
3. _____

(Add more lines if necessary)

Codependents Anonymous Inc. Board Officer 1

_____
Full Legal Name

_____
Signature

_____
Title

_____
Date in YYYY-MM-DD format

PUBLISHER 1

_____
Full Legal Name

_____
Signature

_____
Title (optional)

_____
Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2

_____
Full Legal Name

_____
Signature

_____
Title

_____
Date in YYYY-MM-DD format

PUBLISHER 2

_____
Full Legal Name

_____
Signature

_____
Title (optional)

_____
Date in YYYY-MM-DD format

Limited Non-Royalty Bearing Publication Renewal Authorization

In reference to the Limited Non-Royalty Bearing Publication and Distribution Copyright and Trademark License Agreement between CoDA, INC and each PUBLISHER listed below, effective_____, each PUBLISHER has permission to continue the exercise of the granted rights under the attached previously signed 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	PUBLISHER 1
_____	_____
Full Legal Name	Full Legal Name
_____	_____
Signature	Signature
_____	_____
Title	Title (optional)
_____	_____
Date in YYYY-MM-DD format	Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2	PUBLISHER 2
_____	_____
Full Legal Name	Full Legal Name
_____	_____
Signature	Signature
_____	_____
Title	Title (optional)
_____	_____
Date in YYYY-MM-DD format	Date in YYYY-MM-DD format

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 hereafter referred to as CODA, INC) and _____, a Legal Entity created and existing separate from any individuals , located in _____ (Country), located at _____ (LICENSEE hereafter referred to as VOTING ENTITY), effective upon the date of the signature of the 2nd Board Officer

B. This Agreement governs, among other things, each VOTING ENTITY's publication and distribution of CoDA, INC'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 VOTING ENTITY'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 CoDA, INC (collectively, the MARKS). By signing below, each VOTING ENTITY acknowledges that CoDA, INC has been using the MARKS in commerce in the country(ies) in which each VOTING ENTITY is located and that any use by any VOTING ENTITY of the MARKS under this Agreement inures to the benefit of CoDA, INC.

II. GRANT

A. Upon the terms and conditions set forth in this Agreement, CoDA, INC grants to VOTING ENTITY a royalty bearing, nonexclusive right, license, and privilege to copy, publish, and distribute copies of the Licensed Materials in paper only. The list of CoDA, INC'S publications covered by this Agreement and the schedule of royalty payments set forth in Exhibit A. CoDA, INC also grants to VOTING ENTITY 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 VOTING ENTITY and not to any person, affiliated organization, employee, relative, or immediate family member of

VOTING ENTITY. 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 CoDA, INC'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 CoDA, INC and nothing in this Agreement should be construed as conveying any interest in the Licensed Materials or the MARKS to VOTING ENTITY or any third party. VOTING ENTITY 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 VOTING ENTITY does not obtain a Publication Distribution Copyright Trademark License Agreement Renewal Authorization from the Translation Management Committee of CoDA, INC, executed by CoDA, INC, and if VOTING ENTITY does not execute and return the Publication Renewal Authorization to the CoDA, INC within two years from the Effective Date, this Agreement will terminate.

F. VOTING ENTITY 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 VOTING ENTITY 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. VOTING ENTITY 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 CoDA, INC and VOTING ENTITY.

C. CoDA, INC shall have the right at any time to conduct during regular business hours an examination of the treatment, products, and services offered by VOTING ENTITY to ensure they meet the Acceptable Level of Quality. If at any time CoDA, INC determines that VOTING ENTITY's products or services fail to be of the Acceptable Level of Quality, CoDA,

INC shall notify VOTING ENTITY and VOTING ENTITY shall make such changes as mutually agreed.

IV. MARKING

A. VOTING ENTITY shall comply with reasonable conditions set forth in writing from time to time by CoDA, INC with respect to style, appearance, and manner of use of the MARKS being affixed. VOTING ENTITY 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 CoDA, INC that CoDA, INC'S application for registration has matured into a registration, VOTING ENTITY shall promptly change the symbol associated with the mark to the ® symbol. Upon notification by CoDA, INC that use of either symbol is missing, incorrect or unacceptable, VOTING ENTITY shall promptly correct its use. In addition, VOTING ENTITY agrees to affix all copyright notices provided by CoDA, INC on all copies of each of the Licensed Products published and distributed by VOTING ENTITY.

V. POLICING

A. VOTING ENTITY shall promptly notify CoDA, INC in writing in the event it becomes aware of any third party infringing, misusing, diluting, derogating, or otherwise violating CoDA, INC's rights in the Licensed Products and the MARKS.

VI. **ASSIGNMENT & SUBLICENSING**

A. VOTING ENTITY shall not assign, sublicense, or otherwise transfer any rights granted under this agreement without the prior written consent of CoDA, INC.

VII. **TERMINATION AND EXPIRATION**

A. For purposes of this Agreement, the term "Default" shall mean the failure of VOTING ENTITY 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 VOTING ENTITY from CoDA, INC reasonably specifying such failure;

B. The license granted to VOTING ENTITY under this Agreement together with any and all rights of VOTING ENTITY shall terminate ("Termination") upon the first of: (1) a date of Termination given in a written notice by CoDA, INC to VOTING ENTITY 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 VOTING ENTITY to CoDA, INC following receipt by CoDA, INC of all Licensed Materials provided to VOTING ENTITY.

C. Notwithstanding any Termination, the obligations of VOTING ENTITY 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. CoDA, INC warrants that it is the owner by assignment or the VOTING ENTITY of the works of authorship comprising the Licensed Materials and the owner of the MARKS. CoDA, INC agrees to indemnify and hold harmless VOTING ENTITY, its successors, assigns and VOTING ENTITYs, 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 CoDA, INC 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	VOTING ENTITY Board Officer 1
_____	_____
Full Legal Name	Full Legal Name
_____	_____
Signature	Signature
_____	_____

Title

Date in YYYY-MM-DD format

Title

Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2

Full Legal Name

Signature

Title

Date in YYYY-MM-DD format

VOTING ENTITY Board Officer 2

Full Legal Name

Signature

Title

Date in YYYY-MM-DD format

Exhibit A

LIST OF PUBLICATIONS AND SCHEDULE OF ROYALTY PAYMENTS

1. **CoDA Seal**
2. _____
3. _____

All Royalties may be considered 7th Tradition donations to CoDA, INC.

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 VOTING ENTITY.

2) After the second year of publication by VOTING ENTITY 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. CoDA, INC will provide VOTING ENTITY with a receipt indicating the amount received, and will, subject to approval by the CoDA, INC, return a signed copy of the Publication Renewal Authorization to VOTING ENTITY.

All payments and documents shall be sent to CoDA, INC at its address indicated above.

Codependents Anonymous Inc. Board Officer 1	VOTING ENTITY Officer 1
_____	_____
Full Legal Name	Full Legal Name
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date in YYYY-MM-DD format	Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2	VOTING ENTITY Officer 2
_____	_____
Full Legal Name	Full Legal Name
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date in YYYY-MM-DD format	Date in YYYY-MM-DD format

Publication Renewal Authorization

In reference to the Publication Copyright License Agreement between CoDA, INC and LEGAL ENTITY effective_____, LEGAL ENTITY 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	LEGAL ENTITY Board Officer 1
_____	_____
Full Legal Name	Full Legal Name
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

Codependents Anonymous Inc. Board Officer 2	LEGAL ENTITY Board Officer 2
_____	_____
Full Legal Name	Full Legal Name
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

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 hereafter referred to as CODA, INC) and _____, a Community/Intergroup/Voting Entity located in _____(Country)_____, residing/located at _____ (LICENSEE hereafter referred to as COMMUNITY), effective upon the date of the signature of the 2nd Board Officer.

B. This Agreement governs, among other things, COMMUNITY'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 CoDA, INC (collectively, the MARKS). By signing below, COMMUNITY acknowledges that CoDA, INC has been using the MARKS in commerce in the country(ies) in which COMMUNITY is located and that any use by COMMUNITY of the MARKS under this Agreement inures to the benefit of CoDA, INC.

II. GRANT

A. Upon the terms and conditions set forth in this Agreement, CoDA, INC grants to COMMUNITY 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 CoDA, INC. If approved in writing by CoDA, INC, 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 COMMUNITY'S organization 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 CoDA, INC; according, COMMUNITY has no rights by virtue of this agreement to post on the website or social media site in electronic form any copies of or derivative works of CoDA, INC'S copyrighted works of authorship.

C. This Agreement does not restrict or limit CoDA, INC'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 COMMUNITY 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. COMMUNITY 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 CoDA, INC and its affiliates. COMMUNITY 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. CoDA, INC shall have the right at any time to conduct during regular business hours an examination of the treatment, products, and services offered by COMMUNITY to ensure they meet an Acceptable Level of Quality and include appropriate uses of the MARKS. If at any time CoDA, INC determines that COMMUNITY's treatment, products, or services fail to be of an Acceptable Level of Quality, CoDA, INC shall notify COMMUNITY and COMMUNITY shall make such changes as are required to obtain an Acceptable Level of Quality.

IV. MARKING

A. COMMUNITY shall comply with reasonable conditions set forth in writing from time to time by CoDA, INC with respect to style, appearance, and manner of use of the MARKS. COMMUNITY 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 CoDA, INC that CoDA, INC'S application for registration has matured into a registration, COMMUNITY shall promptly change the symbol associated with the mark to the ® symbol. Upon notification by CoDA, INC that use of either symbol is missing, incorrect or unacceptable, COMMUNITY shall promptly correct its use.

V. POLICING

A. COMMUNITY shall promptly notify CoDA, INC in writing in the event it becomes aware of any third party infringing, misusing, diluting, derogating, or otherwise violating CoDA, INC's rights in the MARKS.

VI. ASSIGNMENT & SUBLICENSING

A. COMMUNITY shall not assign, sublicense, or otherwise transfer any rights granted under this agreement without the prior written consent of CoDA, INC.

VII. TERMINATION AND EXPIRATION

A. For purposes of this Agreement, the term "Default" shall mean the failure of COMMUNITY 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 COMMUNITY from CoDA, INC reasonably specifying such failure;

B. The license granted to COMMUNITY under this Agreement together with any and all rights of COMMUNITY shall terminate ("Termination") upon the first of: (1) a date of Termination given in a written notice by CoDA, INC to COMMUNITY 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 COMMUNITY to CoDA, INC following receipt by CoDA, INC 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 CoDA, INC.

C. Notwithstanding any Termination, the obligations of COMMUNITY 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. CoDA, INC warrants that it is the owner of the MARKS. CoDA, INC agrees to indemnify and hold harmless COMMUNITY, its successors, assigns and COMMUNITYs, 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 CoDA, INC 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	COMMUNITY MEMBER 1
_____	_____
Full Legal Name	Full Legal Name
_____	_____
Signature	Signature
_____	_____
Title	Title (optional)
_____	_____
Date in YYYY-MM-DD format	Date in YYYY-MM-DD format

Codependents Anonymous Inc. Board Officer 2	COMMUNITY MEMBER 2
_____	_____
Full Legal Name	Full Legal Name
_____	_____
Signature	Signature
_____	_____
Title	Title (optional)
_____	_____
Date in YYYY-MM-DD format	Date in YYYY-MM-DD format

TO THINE OWN
DISCOVERY
RECOVERY
CoDA
SELF
©
RESPECT
SELF BE TRUE

TM

The following letter is intended to be used as a communication from the CoDA Board of Trustees to those in possible violation of CoDA Intellectual Property rights

AN APPEAL TO SUPPORT CODA UNITY

Hello Fellow Recovering Codependents,

Many of us have found Codependents Anonymous (CoDA) to be very helpful, sometimes changing our lives. However “individual recovery depends on CoDA unity.” What you are now reading is a notice CoDA World Service sends out when threats to CoDA unity through trademark or copyright infringement have been discovered. This letter addresses those infringements and requests support for CoDA unity.

We are asking this because “we are but trusted servants, we do not govern.”

The CoDA World Fellowship has established a Corporation, Co-Dependents Anonymous (CoDA), Inc., to provide services and to protect our name and the CoDA symbol of our name. Also needing protection are the written materials produced by and for the CoDA World Fellowship. Our symbol and copyrights to our written materials are registered under the law to our Corporation, Co-Dependents Anonymous, Inc. Our Corporation has the legal power to enforce appropriate use of these materials so that a consis tent message of recovery is maintained and CoDA unity i s protected.

There are individuals and groups who, without permission, are using the CoDA name and logo and have translated copyrighted CoDA materials. They and others may be conducting meetings not registered with CoDA World Service and some may even be charging admission!

We appeal to such people to cooperate with us to safeguard CoDA unity. Please follow legal guidelines for the use of trademarked and copyrighted materials. Failure to do so will force CoDA, Inc. to take action to protect our name, materials and symbol from unauthorized and/or inappropriate use. This includes postings online such as Facebook, Scribd or other internet sites.

Specifically, all unauthorized use of the words CoDA, Codependents Anonymous or our symbol must end immediately. Any material we have published or that can be downloaded from our web site may not be translated, sold or distributed without explicit permission from us, unless otherwise stated. If you are using unauthorized translations, do not distribute them further.

After taking these actions, contact legal@coda.org or write to the address below. CoDA World Service will work with you to register
your meeting(s), authorize translation(s), and assist you in participating fully in CoDA unity. We send this notice to individuals and groups who may be in violation of CoDA Intellectual Property rights. If we get no response, we will act quickly in accordance with this letter to enforce the legal rights vested in CoDA, Inc.

That need not happen, though, if you would join with our efforts for CoDA Unity. We look forward to welcoming you into that unity where your experience, strength and hope can be added to our store of CoDA wisdom and mutual support. We are so much better together than we are apart.

In service,
Board of Trustees, CoDA World Service
PO Box 33577 Phoenix, AZ 8506

Here is the link to this document on the web site:

http://coda.org/default/assets/File/An%20Appreal%20to%20support%20CoDA%20%20Unity.pdf

El siguiente documento establece la intención de CoDA Mundial de proteger los derechos de autor con respecto a la literatura de Codependientes Anónimos.

Esta carta está destinada a utilizarse como comunicado de la Junta Directiva de CoDA a aquellos que puedan estar violando los Derechos de Propiedad Intelectual de CoDA.

Llamamiento en favor de la unidad de CoDA

Estimados compañeros codependientes en recuperación,

A muchos de nosotros Codependientes Anónimos (CoDA) nos ha resultado muy útil, e incluso ha llegado a cambiar nuestras vidas. Sin embargo, “la recuperación individual depende de la unidad de CoDA.” Este comunicado del Servicio Mundial de CoDA es un aviso que se envía siempre que se detecta una amenaza a la unidad de CoDA debido a una violación o un uso indebido de su marca registrada o sus derechos de autor. Esta carta aborda estas violaciones y solicita apoyo para la unidad de CoDA.

Si se lo pedimos es porque “solo somos servidores de confianza, no gobernamos.”

La Fraternidad Mundial de CoDA creó una Sociedad Anónima (Corporación), Co-Dependents Anonymous (CoDA), Inc., para proporcionar servicios y proteger su nombre y el logotipo de CoDA que lo representa. También requieren protección los textos elaborados por y para la Fraternidad Mundial de CoDA. Según la legislación, el titular de nuestro logotipo y los derechos de autor sobre nuestros textos es nuestra Corporación, Co-Dependents Anonymous, Inc. a la que a ley le confiere la capacidad de velar por un uso apropiado de estos materiales con el fin de que el mensaje de recuperación sea consistente y para que se proteja la unidad de CoDA.

Hay personas y grupos que usan el nombre y el logotipo de CoDA sin autorización y que han traducido textos cuyos derechos de autor son propiedad de CoDA. ¡Incluso es posible que ellos y otras personas estén llevando a cabo reuniones no registradas en el Servicio Mundial de CoDA! ¡Algunos puede que hasta estén cobrando entrada!

Solicitamos a estas personas que cooperen con nosotros para salvaguardar la unidad de CoDA. Les rogamos que sigan las orientaciones jurídicas relativas al uso del material protegido por nuestra marca registrada y nuestros derechos de autor. En caso de incumplimiento CoDA, Inc. se verá obligada a tomar medidas para proteger su nombre, material escrito y logotipo contra el uso no autorizado y/o inapropiado. Esto incluye entradas en línea tales como Facebook, Scribd u otras páginas web.

En concreto le solicitamos que ponga fin de inmediato a todo uso no autorizado de las palabras CoDA, Codependientes Anónimos o de nuestro logotipo. Salvo indicación contraria, no está autorizada la traducción, venta o distribución sin nuestra expresa autorización de ninguno de los textos publicados por nosotros o que puedan ser descargados en nuestra página web. Le solicitamos que deje de distribuir traducciones no autorizadas.

Una vez emprendidas estas acciones, le solicitamos que se ponga en contacto con legal@coda.org o escriba a la dirección mencionada al final de este documento. El Servicio Mundial de CoDA cooperará con Ud. en el registro de su reunión o reuniones, la autorización de traducciones y le proporcionará ayuda para permitir su plena participación en la unidad de CoDA. Enviamos esta amonestación a aquellos individuos y grupos que pueden estar violando los derechos de la propiedad intelectual de CoDA. En caso de no recibir respuesta por su parte, tomaremos medidas a la mayor brevedad posible con el fin de lograr que se respeten los derechos legales CoDA, Inc., tal y como se explica en esta carta.

Sin embargo, si se une Ud. en nuestros esfuerzos en favor de la unidad de CoDA, no es necesario que así sea. Estamos deseosos de darle la bienvenida a esta unidad, donde su experiencia, fortaleza y esperanza se sumen a la sabiduría y apoyo mutuo colectivos de CoDA. Unidos somos mucho más fuertes que por separado.

De servicio,

Junta Directiva, Servicio Mundial de CoDA

PO Box 33577 Phoenix, AZ 85067-3577

Link to this document on the web site:

http://spanish.coda.org/index.cfm/servidores-de-confianza/informacion-para-miembros/

OTHER POLICIES
Section 7

These policies are a part of the legal documents for the nonprofit organization. These should be part of the board orientation each year, including those that need to be signed annually.

CONFLICT OF INTEREST POLICY
Section 7.1

Co-Dependents Anonymous, Inc. Conflict-of-Interest Policy for Board of Trustees
Co-Dependents Anonymous, Inc. is a not-for-profit Corporation which serves the Fellowship of Co-Dependents Anonymous, and their organization (CoDA), a recovery program for men and women seeking to improve relationships with themselves and others. The Board of Trustees has a duty to conduct the affairs of the Corporation in a manner consistent with such purposes and not to advance their personal interests. This conflict-of- interest policy is intended to permit the Board Members to identify, evaluate, and address any real, potential, or apparent conflicts of interest that might, in fact or in appearance, call into question their duty of undivided loyalty to the Corporation.

1. Definitions:

a. **Covered Persons:** This policy applies to the Corporation's Board of Trustees. Each Trustee for purposes of this Policy is a "Covered Person", and shall be required to acknowledge annually, that he or she has read and is in compliance with this policy.
b. **Covered Transactions:** This policy applies to transactions between the Corporation and a Covered Person, or between the Corporation and another party with which a Covered Person has a significant relationship. A Covered Transaction means a transaction effected or proposed to be effected by the Corporation, in which a Trustee of the Corporation has a conflicting interest. A conflicting interest is one which is of such character and significance to the Corporation that it would in the normal course be brought before the Board of Directors of the Corporation for action, and the Trustee knows at the time of commitment that any of the following persons in Section 2 below is either a

party to the transaction or has a beneficial financial interest in or is so closely linked to the transaction and of such financial significance to the person that the interest would reasonably be expected to exert an influence on the Trustee's judgment if the Trustee were called on to vote on the transaction. A Covered Transaction also includes any other transaction in which there may be an actual or perceived conflict of interest, including any transaction in which the interests of a Covered Person is self-dealing and may be seen as competing or at odds with the interests of the Corporation. Self-dealing is defined as the conduct of a Covered Person that consists of taking advantage of his or her position in a transaction and acting for his or her own interests rather than for the interests of the Corporation.

c. **Significant Relationships**: A Covered Person is considered to have a significant relationship with another party if:
    i. The other party is a family member, including a spouse, parent, sibling, child, stepchild, grandparent, grandchild, great-grandchild, in- law, or domestic partner;
    ii. The other party is an entity in which the Covered Person has a material financial interest. This includes entities in which the Covered Person and all individuals or entities having significant relationships with the Covered Person own, in the aggregate, more than 10 percent of the entity or has a controlling interest of more than 10 percent of the entity; or
    iii. The Covered Person is an officer, director, trustee, partner, or employee of the other party.

2. Disclosure, Refrain from Influence, and Recusal: When a Covered Person becomes aware of a proposed Covered Transaction, he or she has a duty to take the following actions:

a. Immediately disclose the existence and circumstances of such Covered Transaction to the Corporation's Board in writing. This disclosure means that the Covered Person who has a conflicting interest must disclose:
    i. the existence and nature of the conflicting interest; and
    ii. all facts known to the Covered Person respecting the subject matter of the transaction that an ordinarily prudent person would reasonably believe to be material to a judgment about whether or not to proceed with the Covered Transaction.
b. Refrain from using his or her personal influence to encourage the Corporation to enter into the Covered Transaction.
c. Physically excuse himself or herself from any discussions or vote regarding the Covered Transaction except to answer questions, including Board discussions and decisions on the subject.

3. Standard for Approval of Covered Transactions: The Corporation may enter into a Covered Transaction where:

a. Such Transaction does not constitute an act of self dealing, and the Board determines, in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances; acting without the participation or influence of the Covered Person and based on comparable market data, if applicable, that such transaction is fair and reasonable to the Corporation.

b. The Board shall document the basis for this determination in the minutes of the meeting at which the Covered Transaction is considered, and shall consult with the Corporation's legal advisor as necessary to ensure that the Transaction does not constitute an act of self dealing. This policy shall include Covered Transactions that involve donation of services or goods to the Corporation (as referenced in the Fellowship Service Manual) or which involve the rendering of paid professional services, whether such services are provided by a member of the Corporation or by an outside party.

4. Administration of Policy: This policy shall be administered by the Board of Trustees, which shall be responsible for the following:

a. Receiving disclosures of proposed Covered Transactions;

b. Reviewing proposed Covered Transactions to determine whether they meet the above-described standard;

c. Maintaining minutes and such other documentation as may be necessary and appropriate to document its review of Covered Transactions; and

d. Reviewing the operation of this policy and making changes from time to time as it may deem appropriate.

****

Signed by Board CoDA Board of Trustee: _____

Printed Name: _____

Date Signed: _____

7.1.2 Conflict of Interest Policy Annual Signing Procedure:

a) Account Executive will bring enough copies of the policy for all board members to the first board meeting after elections at CSC.

b) All members will sign a copy during the meeting.

c) Board Chair, Secretary or Vice Chair will send signed copies to the management company for electronic storage.

Document Destruction Policy
Section 7.2

This ***Document Retention and Destruction Policy*** of **CoDA** identifies the policies for maintaining and documenting the storage and destruction of the Organization's documents and records.

Rules for Destruction of Documents:

1. All paper documents with sensitive member payment information will be reviewed and shredded quarterly.
2. Credit card numbers (except the last 4 digits and expiration date) will be blacked out with a permanent marker at the time the charge is run. These will be kept in a file and shredded quarterly.
3. Registration records with payment information will be shredded quarterly. A record of who attends each event will be retained in the database.
4. No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation.

Terms for Retention:

1. **Retain Permanently*:***
    - **a.** Government records: Charter and amendments, Bylaws, other organizational documents, governing board and Board Committee minutes.
    - **b.** Tax records: Filed state and federal tax returns/reports and supporting records, tax exemption determination letter and related correspondence, files related to tax audits.
    - **c.** Financial records: Audited financial statements, attorney contingent liability letters.
2. **Retain for as Long as Employee(s) are Employees Plus 3 Years*:***
    a. Employee/employment records: Employee names, addresses, social security numbers, dates of birth, USCIS Form I-9, resume/application materials, job descriptions, dates of hire and termination/separation, evaluations, compensation information, promotions, transfers, disciplinary matters, time/payroll records, engagement and discharge correspondence.
    b. Lease, insurance, and contract/license records: Software license agreements, vendor, hotel and service agreements, consultant agreements, and all other agreements (retain during the term of the agreement and for three years after the termination, expiration, non-renewal of each agreement).

Exceptions: Exceptions to these rules and terms for retention may be granted only the Organization's Executive Director or the Board Chair.

SEXUAL HARASSMENT POLICY
Section 7.3

Co-Dependent's Anonymous does not tolerate sexual harassment. No person, either male or female, should be subject to unwelcome verbal or physical conduct that is sexual in nature or that shows hostility to another person because of that person's sex. Such proven conduct by a member of the CoDA Board of Trustees will result in that persons' immediate removal from the Board.

Definition of Sexual Harassment
Sexual Harassment is behavior directed at an individual's gender that is not welcome, that is offensive, demoralizing and/or interferes with work effectiveness.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

WHISTLEBLOWER POLICY
Section 7.4

This **Whistleblower Policy** (1) encourages staff and volunteers to come forward with credible information on illegal practices or serious violations of adopted policies of the Organization; (2) specifies that the Organization will protect the person from retaliation; and (3) identifies where such information can be reported.

1. **Encouragement of Reporting.** The Organization encourages complaints, reports or inquiries about illegal practices or serious violations of the Organization's policies, including illegal or improper conduct by the Organization itself, by its leadership, or by others on its behalf. Appropriate subjects to rise under this policy would include financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices or policies. Other subjects on whom the Organization has existing complaint mechanisms should be addressed under those mechanisms, such as raising matters of alleged discrimination or harassment via the Organization's Human Resources channels, unless those channels are themselves implicated in the wrongdoing. This policy is not intended to provide a means of appeal from outcomes in those other mechanisms.
2. **Protection from Retaliation.** The Organization prohibits retaliation by or on behalf of the Organization against staff or volunteers for making good faith complaints, reports or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. The Organization reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.
3. **Where to Report.** Complaints, reports or inquiries may be made under this policy on a confidential or anonymous basis. They should describe in detail the specific facts demonstrating the basis of the complaints, reports or inquiries. They should be directed to the Organization's chief employed Executive or Chairman of the Board of Directors; if both of those persons are implicated in the complaint, report or inquiry, it should be directed to the Vice President of the Board of Directors. The Organization will conduct a prompt, discreet, and objective review or investigation. Staff or volunteers must recognize that the Organization may be unable to fully evaluate a vague or general complaint, report, or inquiry that is made anonymously.

NON-DISCLOSURE AGREEMENT
Section 7.5

The CoDA Non-Disclosure Agreement is signed annually at the first Board Meeting of the year by all Trustees. This agreement states that each Trustee will keep all confidential information that they may learn throughout their Board term and abide by this agreement.

Exhibit 7.5a – Non-Disclosure Agreement

ANNUAL ARIZONA CORPORATION COMMISSION DISCLOSURE DOCUMENT
Section 7.6

The Arizona Corporation Commission Disclosure Document is signed annually at the first Board Meeting of the year by all Trustees in order to file the annual AZCC report.

Exhibit 7.6a – Arizona Corporation Commission Disclosure

ACCOUNTABLE PLAN DOCUMENT
Section 7.7

The Accountable Plan is a plan that follows the Internal Revenue Service (IRS) regulations for reimbursing workers for business expenses in which reimbursement in not counted as income. This means that reimbursements are not subject to withholding taxes or W-2 reporting.

Exhibit 7.7a– Agreement to Adopt an Accountable Plan

NON-DISCLOSURE AGREEMENT
Exhibit 7.5a

Discloser = CODA
Participant = You
Effective Date: _____

In order to protect certain confidential information that may be disclosed by CODA to the Participant above, they agree that:

1. The confidential information disclosed under this Agreement is described as:
    - **a. All Board of Directors information and transactions.**
    - **b. All Committee information and transactions.**
    - **c. All CSC, FSM, FSW, etc., information and transactions.**
2. The Participant shall use the confidential information received under this Agreement for the purpose of **Board and Committee service only.**
3. The Participant shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as the Participant uses to protect its own confidential information of a like nature.
4. The Participant shall have a duty to protect only that confidential information which is disclosed by CODA in writing and marked as confidential at the time of disclosure, or which is disclosed by CODA in any other manner and is identified as confidential at the time of the disclosure and is also summarized and designated as confidential in a written memorandum delivered to the Participant within 30 days of disclosure.
5. This Agreement imposes no obligation upon the Participant with respect to confidential information that becomes a matter of public knowledge through no fault of the Participant.
6. The Participant does not acquire intellectual property rights under this Agreement except the limited right of use set out in Paragraph 2 above.
7. CODA makes no representation or warranty that any product or business plans disclosed to the Participant will be marketed or carried out as disclosed, or at all. Any actions taken by the Participant in response to the disclosure of confidential information by CODA shall be solely at its risk.
8. The Participant acknowledge and agrees that the confidential information is provided on an AS IS basis. CODA makes no warranties, express or implied, with respect to the confidential information and hereby expressly disclaims any and all implied warranties of merchantability and fitness for a particular purpose. In no event shall CODA be liable for

any direct, indirect, special or consequential damages in connection with or arising out of the performance or sue of any portion of the confidential information.

9. Upon CODA's written request, the Participant shall return to CODA or destroy all written material or electronic media and the Participant shall deliver to CODA a written statement signed by the Participant certifying same within 5 days.
10. The parties do not intend any agency or partnership relationship be created between them by the Agreement.
11. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
12. This agreement is made under and shall be construed according to the laws of the State of Arizona

CODA Board Member Signature

_____

Printed Name:

_____

Title: _____

Full Address:

_____

Phone:

_____Email:_____

ANNUAL ARIZONA CORPORATION COMMISSION DISCLOSURE DOCUMENT

Exhibit 7.6a

As a part of the organization's annual filing with the Arizona Corporation Commission, the following disclosure is required of all Governing Directors ANNUALLY at the first meeting of the fiscal year of the Board of Trustees.

1. Have you been:
    a. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the execution of this document?

        _____Yes _____No

    b. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding execution of this document?

        _____Yes _____No

    c. Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period immediately preceding execution of this document where such injunction, judgment, decree or permanent order involved the violation of:
        i. fraud or registration provisions of securities laws of that jurisdiction, or
        ii. the consumer fraud laws of that jurisdiction, or
        iii. the antitrust or restraint of trade laws of that jurisdiction?

        _____Yes _____No

    If "yes" to a, b, or c above, please attach the following information:
        1. Full name and prior names used.
        2. Full birth name.
        3. Present home address.
        4. Prior addresses (for immediate preceding 7 years)
        5. Date and location of birth
        6. Social Security number
        7. The nature and description of each conviction/judicial action; the date and location; the court and public agency involved, and the file or case number of the cause.

2. Have you served either by election or appointment as an officer, director, trustee, or incorporator during the bankruptcy, receivership, or charter revocation of another corporation?

    _____Yes _____No

If “yes”, the following information must be submitted as an attachment.

Charter_____ Date filed _____ Case Number _____

1. The names and addresses of each corporation and the person or persons involved.
2. The state in which each corporation was
    a. Incorporated
    b. Transacted business.
3. The dates of corporate operation.

_____ _____

Signature Date

AGREEMENT TO ADOPT AN ACCOUNTABLE PLAN
Exhibit 7.7a

PART I: ACCOUNTABLE PLAN

CoDA desires to establish an expense reimbursement policy pursuant to Reg. 1.62-2, upon the following terms and conditions:

1. Except as otherwise noted in Part II below, any person now or hereafter employed by shall be reimbursed for any ordinary and necessary business and professional expenses incurred on behalf of only if the expenses are adequately substantiated as required by the Company policy on expense reimbursements.

2. Under no circumstances will **CoDA** reimburse employees for business or professional expenses incurred on behalf of **CoDA** that are not properly substantiated. **CoDA** and employees understand that this requirement is necessary to prevent our expense reimbursement plan from being classified as a "non-accountable" plan.

3. All expenses must be substantiated within a reasonable period of time.[1] See our Company policy statement of substantiation for what constitutes a reasonable period of time.

4. All charges to company credit cards must be substantiated in the same manner as the above mentioned reimbursements.

5. Advances that are not substantiated within a reasonable period of time must be returned (paid back) within a reasonable period of time.[2]

PART II: EXCEPTIONS TO ACCOUNTABLE PLAN

Notwithstanding any term or condition in Part I of this document, the following persons, expenses, or arrangements are not considered to be covered under this accountable plan and are subject to terms and conditions of a separate expense reimbursement policy:

1. _____

2. _____

3. _____

CoDA Volunteer:_____ Date: _____

---

[1] Must be 60 days or less after the expense is pair or incurred if the company wants to qualify for the "fixed date" safe harbor substantiation rule.

[2] Must be 120 days or less after the expense is pair or incurred if the company wants to qualify for the "fixed date" safe harbor substantiation rule.

PERSONNEL
Section 8

Independent Contractor Agreement
Administration Policy

Contract administration is an important aspect of successful businesses, and consists of actions taken by the contract issuer (CoDA) to monitor the activities of the contractors to assure successful performance.

The ongoing challenge is maintaining open and effective communication, timely delivery of quality products and services to CoDA, responsive corrective actions to problems, and compliance by both parties with all agreed-upon terms and conditions in the contract.

For the purposes of this policy, the term "contract" refers to both agreements with outside vendors (such as accountants, web and legal services) and FSW Agreements.

Independent Contractor Agreement

For contracts with outside vendors (such as accountants, web or legal services), the process starts with a scope-of-work document that describes the needed services. This scope-of-work will be developed by the appropriate CoDA Board members, or others as identified by the Board of Trustees, and submitted to at least three possible vendors in order to obtain a quote*, if appropriate.** This competitive contract process will ensure a high level of openness, fairness, impartiality, transparency and buying rigor to maximize the best return for CoDA. The Board of Trustees will review the bids received through this process, interview them (if necessary) and choose the vendor that provides the best overall value for CoDA.

** Waiver of this three bid policy may occur based on determination by the Board of Trustees that enough acceptable competition cannot be obtained, that there is an obvious vendor with*

history that meets all the qualifications, or there is insufficient time to develop adequate competition. This decision must be in a written statement and accepted by the Board.

Sample Agreement

In cases where the professional contractor does not have a standard contract, the CoDA Sample Independent Contractor Agreement will be used (see *Independent Contractor Agreement.)*

Contract Reviews

It is advised that the Board of Trustees, or other body as assigned, briefly review CoDA contracts every six months, or annually, to assure vendor compliance. Contract compliance will be reviewed immediately if any question or issue arises that places the vendor's compliance in question.

Breach of Contract Actions

Minor Breach

If CoDA determines that the contracted party (paid FSW or outside vendor) has only engaged in a minor breach of contract, the Board of Trustees may dictate that the contracted party be provided a specific amount of time to remedy the breach. The breaching party should be allowed time to remedy the problem. Minor breaches are breaches that do not involve the most important aspects of the agreement, such as: abuse or mistreatment of members or other volunteers, failure to communicate on a regular basis, failure to meet time and task commitments and to provide sufficient notice when not available, or the failure to follow the CoDA Principles (FSM).

Material Breach

If CoDA determines the contracted party has committed a material breach of contract, the terms of the contract will dictate how the breach will be handled. As outlined in each contract, cancellation or termination steps will be taken. Major breaches are breaches that involve the most important aspects of the agreement, such as: theft of property or misuse of CoDA materials, blatant non-performance of the scope of services/job description, or gross misconduct.

Contract Retention

Contracts will be kept for a period of six months after normal completion and one year after a termination or early cancellation. Original contract to be archived in legal repository.

Independent Contractor Agreement
SAMPLE

This Agreement is made between Co-Dependents Anonymous (CoDA) ("Client"), with a principal place of business at P.O. Box 33577, Phoenix, AZ 85067, and _____ ("Contractor"), with a principal place of business at _____.

1. Services to Be Performed

Contractor agrees to perform the following services:

_____

_____

2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor $_____ according to the terms of payment set forth below.

3. Terms of Payment

_____Upon completion of Contractor's services under this Agreement, Contractor will submit an invoice. Client will pay Contractor the compensation described within 30 days after receipt.

OR

_____Contractor will invoice Client on a monthly basis for all work performed during the previous invoice period. Invoices will be submitted on Contractor's letterhead specifying an invoice number, the dates covered in the invoice, the time expended, and the work performed (in summary). Client will pay Contractor the amount due within 30 days after receiving Contractor's invoice.

4. Expenses

Unless otherwise noted in an amendment to this Agreement, contractor will be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment;

insurance premiums; and all salary, expenses, and other compensation paid to employees or contract personnel Contractor hires to complete the work under this Agreement.

5. Materials, Equipment, and Office Space

Contractor will furnish all materials, tools, and equipment used to provide the services required by this Agreement.

6. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or will be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
- Services required by this Agreement will be performed by Contractor or Contractor's employees or contract personnel; Client will not hire, supervise, or pay assistants to help contractor.

7. Business Permits, Certificates, and Licenses

Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

8. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf

- make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments.
- Contractor will pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security and Medicare) taxes. Upon demand, Contractor will provide Client with proof that such payments have been made.

9. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or

other fringe benefit plan of Client. If Contractor is subsequently classified by the IRS as a common law employee, Contractor expressly waives his or her rights to any benefits to which he or she was, or might have become, entitled.

10. Workers' Compensation

Client will not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees or contract personnel. Contractor will provide Contractor's employees and contract personnel with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance, if requested. Contractor agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of Contractor or any Contractor's employees or contract personnel.

11. Unemployment Compensation

Client will make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

12. Insurance

Client will not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor is expected to maintain a broad form of commercial general liability insurance. Contractor will indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earliest of:

• the date Contractor completes the services required by this Agreement

• the date a party terminates the Agreement as provided below.

14. Terminating the Agreement

This Agreement may be terminated:

- without cause, by 30 days' prior written notice by either party, or
- with cause, immediately upon material breach of any term of this Agreement by either party.

Client shall promptly pay Contractor for services performed before the effective date of termination. Client shall not owe Contractor compensation for any services performed following such date.

15. Exclusive Agreement

This Agreement (including any attached exhibits) is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

17. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use,
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, pricing information,
- information belonging to customers and suppliers of Client about which Contractor gained knowledge as a result of Contractor's services to Client, and
- other: _____

Contractor will not be restricted in using any material that is publicly available, already in Contractor's possession prior to commencement of Contractor's provision of services to Client, known to Contractor without restriction, or rightfully obtained by Contractor from sources other than Client.

Upon termination of Contractor's services to Client, or at Client's request, Contractor will deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of this clause will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client will be entitled to equitable relief, including an injunction, in the event of such breach or

threatened breach of this clause. Such equitable relief will be in addition to Client's rights and remedies otherwise available at law.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in the metropolitan Phoenix, Arizona area. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in the metropolitan Phoenix, Arizona area. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

19. Applicable Law and Jurisdiction

This Agreement will be governed by the laws of the state of Arizona and any disputes arising from it must be handled exclusively in the federal and state courts located in Maricopa County, Arizona.

20. Notices

All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by fax or electronic mail, such notice is effective upon receipt, provided the recipient delivers a written confirmation of receipt.

21. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf, unless otherwise stated.

22. Assignment

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

Signatures *(This agreement may be signed by an electronic or digital signature.)*

CoDA: _____

By (signature):_____

Typed or Printed Name: _____

Title: _____

Date: _____

Contractor: _____

By (signature):_____

Typed or Printed Name: _____

Title: _____

Taxpayer ID Number: _____

Date: _____

Duties and helpful notes for Chairs of CoDA Committees:

Accepted by Chairs' Forum March 4, 2015,
updated June 10, 2016

- When you become a new chair, introduce yourself as chair of which committee to Board, Finance committee, Bookkeeper, and Webmaster with your email address.(board@coda.org, Finance@coda.org, Bookkeeper@coda.org, & Webmaster@coda.org) If your email changes, let these people know so they can contact the right person when they need to contact the chair of your committee.
- Get email addresses and phone numbers of each new committee member and distribute list to all members.
    - Ensure that Webmaster gets list of email addresses to put on committee alias. Specify your committee
    - Get group conscience on whether committee members would like Board Liaison(s) automatically linked to committee email alias (meaning that Board Liaison would receive all committee email correspondence)
    - Ask your Board Liaison whether or not (s)he wants to be on the committee alias

- The Trusted Servants' Area (TSA), which can be found at the bottom of the CoDA.org homepage, is password protected, but your committee's folder is (by default) open to other committees to view its content.
    - Contact Webmaster@coda.org to obtain a password to the TSA- (chair & committee members)
    - Optionally request an area within your folder to be password protected for your members only, if there is not one You may need to ask the webmaster if there is one if no one of your committee members (current or recent) is aware such
    - When committee members leave world service through your committee, inform the webmaster to remove them from having TSA access
    - Send business meeting minutes to webmaster@coda.org to be archived in your committee's folder
- It is recommended that each chairperson subscribes to the Quarterly Service Report distribution list and the CoDA Announcements. You can do this by clicking on the dark blue "email sign-up" button at the top right of the home page and follow the instructions
- All correspondence with webmaster@coda.org needs to be sent to webliaison@coda.org as well
- Coordinate & Lead teleconference monthly meetings
    - Could use meetingwizard.com, doodle.com, or similar site for members' availability
    - Get a group conscience for regular meeting day of month and time
        - Make adjustments when necessary
- Prepare Agendas for all meetings (teleconference and Face-to-Face [f2f] meetings)
    - Cc: Board Liaison(s) (if not on the committee email alias)
    - Ensure Meeting Minutes are taken and copies are sent to members and Board Liaison(s)
- Facilitate teleconference calls for meetings.
    - Use either freeconference.com or freeconferencing.com or freeconferencecall.com or search for other options on the internet.
        - Create an account and save number and code for extended length of time
    - Consider recording conference calls to facilitate taking of meeting minutes and making the recording available for all committee members present at the meeting or not. The chair needs to know to initiate and end the recording of the meeting before the first conference call. Always GC about recording each meeting as there may be issues that some would be hesitant to speak about if being recorded. GC about recording meeting call to facilitate the taking of meeting minutes.
- Serve as committee liaison between the Board of Trustees, other standing committees, the World and local Fellowship, and outside the Fellowship.
- Keep committee member email list updated on coda.org website through Webmaster as changes may occur throughout the year.
- Check who your Board liaison(s) is(are) by checking the CoDA website or ask the Board by email: board@coda.org. May also be posted in the Quarterly Service Report (QSR)
- Check who your Finance Liaison(s) is(are) by checking with the Finance committee at finance@coda.org. May also be posted in the QSR- which can be found at http://coda.org/index.cfm/service-info/quarterly-

service-reports/.

- Attend Chairs Forum meetings
  - Report back to committee members
- Quarterly Service Reports
  - Either prepare each QSR or ensure that members take turns writing the QSRs
  - Submit preliminary QSR to your committee Board Liaison and your committee for final approval
  - Submit final to qsrsubmit@coda.org by the specified deadline date (usually by the 15th of the month following the end of the quarter (April, July, October, January)
  - Prior year's QSRs and QSR deadlines are posted at: http://coda.org/index.cfm/service-info/quarterly-service-reports/
- Plan, schedule, and facilitate 1-2 (depending on approved CSC budget) meeting(s) per CoDA Service Conference (CSC) year (1 meeting early in year is more the case.)
  - See Appendix C of Expense Reimbursement Policy for specific responsibilities regarding finances and F meeting.
  - Get a group conscience on convenient location, dates and hotel (use prudence and CoDA Finance policies and procedures online; stay within C S C approved budget constraints).
  - Notify Bookkeeper, Finance, and Treasurer of dates, location and expected participants to facilitate ERRs and requests for advances

    Prepare working agenda with attending member's flight schedules; cell phone numbers; hotel address/phone number.
  - Bring ERRs to meeting for members. Members submit to Bookkeeper, Treasurer and Finance from their own email.
  - Send revised Agenda with specific times met, attendees, housing list showing who shared rooms for how many nights, and an explanation for any unusual expenses to Bookkeeper, Board Liaison(s). Finance Liaison(s), & Treasurer.
- Prepare and present CSC Report, Goals/Objectives and Budget per CSC Deadlines.
  - Coordinate details with group members.
  - Report is similar to a yearly QSR.
  - Forms for Goals/Objectives and Budget are online on coda.org.
  - Submit CSC reports, Goals/Objectives to submitcsc@coda.org and Budgets to budget@coda.org.
  - Meet noted deadlines (usually 30 days prior to CSC)
- Create any needed motions for CoDA Service Conference (CSC) and meet set deadline on coda.org
  - Submit these to submitcsc@coda.org.
  - Meet noted deadlines (usually 60 days prior to CSC).
  - Work with group conscience in decision making process of all motions.
  - Contact any other committee or entity that may be affected by committee motion(s) (e.g., SSC, CoRe, Chairs Forum, etc.).
- Attend and participate at yearly CSC as committee representative (Chair).
  - Coordinate/present committee Report presentation, any motion(s), Goals/Objectives, Budget at CSC.
  - Participate with any committee recruiting efforts and/or Board/Chair events.
- Serve as part of the approval process for member ERR approval (according to Finance policy and procedures).
- Work with Events committee & Board with committee time/day allocation with CSC agenda, if needed (for motions, Report & Goals/Objectives).

Initially prepared by Natasha K., Chair, IMC
As of June 13, 2013
Amended by Chairs' Forum March 4, 2015

Duties and helpful notes for Chairs of CoDA Committees:

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