

**Contributor's Agreement and Assignment of Rights:
LITERATURE SUBMISSION FORM**

This Agreement and Assignment of Intellectual Property Rights (the "Agreement") is made as of the latest date written below, by and between FAMILIES ANONYMOUS, INC., a California corporation with offices at 701 Lee Street, Suite 670, Des Plaines, IL 60016 ("Owner"), and

_____, an individual residing at

_____ ("Volunteer Contributor").

WHEREAS, Owner publishes at its sole cost and expense a number of publications, including but not limited to a daily thought book entitled *Today A Better Way*[™], a periodical publication entitled *The Twelve Step Rag*[™], and other published materials distributed, used, and/or sold with the approval of Owner in connection with the provision or promotion of Owner's 12 step recovery program (collectively, the "Materials");

WHEREAS, Volunteer Contributor has created and submitted the original literature work annexed hereto (the "Submission") for consideration by Owner for potential inclusion as part of the Materials;

WHEREAS, Volunteer Contributor agrees to follow any and all stipulations set forth in the most recently revised PPG-06 *Families Anonymous, Inc. Intellectual Property Policy and Limited License*;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Owner and Volunteer Contributor hereby agree as follows:

1. Independent Contractor. Volunteer Contributor is an independent contractor and not an employee or agent of Owner.
2. Representations and Warranties of Volunteer Contributor. Volunteer Contributor represents and warrants that:
 - a. The Submission is an entirely new original literary work that has been created by Volunteer Contributor without copying, in whole or in part, from any other source;
 - b. Volunteer Contributor has not employed any independent contractor(s) to perform work in connection with the creation of the Submission;

- c. The Submission has not been previously published anywhere;
- d. Volunteer Contributor is not aware that there is any basis for, and has not received notice of, any claim by a third party to own any rights in the Submission; and
- e. To Volunteer Contributor's knowledge, the publication and/or other use by Owner of the Submission as contemplated hereunder will not infringe any rights of copyright, or other rights, of any third party.

3. Indemnification by Volunteer Contributor. Volunteer Contributor shall indemnify, defend, and hold Owner harmless from all loss, cost, and expense, including but not limited to reasonable attorneys' fees, arising from any misrepresentation and/or breach of this Agreement by Volunteer Contributor, including but not limited to the Representations and Warranties included in Paragraph 2 above.

4. Term of Agreement. Volunteer Contributor's continuing obligations as described in Paragraphs 3 and 5(B) shall survive the termination of this Agreement.

5. Original Works.

- (A) Defined. "Original Works" means the Submission and all works fixed in a tangible medium of expression (including derivative works or supplemental works based thereon as well as outlines, drafts, or original copies needed to reproduce the work) which Volunteer Contributor has created or will create, whether alone or with others, as part of its work in creating the Submission.
- (B) Ownership. All Original Works shall be the sole and exclusive property of Owner. Volunteer Contributor shall not use for his or her own benefit any Original Works, nor shall Volunteer Contributor obtain any ownership or other right in or to any such Original Works, trademarks or service marks, or other intellectual property rights of Owner, as a consequence of having created the Submission.
- (C) Moral Rights. Volunteer Contributor hereby expressly waives all rights of attribution and integrity, and all other "moral rights" under the U.S. Copyright Act, and any comparable statutes or common law of other countries, in connection with Owner's use of the Original Works.

6. Assignment. Volunteer Contributor hereby unconditionally assigns to Owner, or to any person or entity designated by Owner, all of his or her right, title and interest, including all rights of copyright throughout the world for the full term thereof, including all renewals, as well as all trademark, patent, or other intellectual property

rights, in all Original Works. Owner shall be free to use, reuse, adapt, amend, edit, synopsise, dramatize, encumber, transfer, license, or sell the Original Works, and its copyright, trademark, and other intellectual property rights therein, without limitation.

7. No Obligation by Owner to Publish or Otherwise Use the Submission or to Provide Attribution. Aside from the consideration recited and delivered in connection with this Agreement, Volunteer Contributor shall not be entitled to any monetary or other compensation from Owner in exchange for any Submission. Owner in its sole discretion may or may not use Volunteer Contributor's Submission as part of the Materials, or in any other manner. Owner shall have no obligation to identify Volunteer Contributor in connection with any publication or other use by Owner of the Submission. As the sole owner of all rights in and to the Submission, Owner shall have the right to identify itself as the sole author thereof, and to register all copyrights or other indicia of ownership solely in its name.

8. Remedies. Any breach by Volunteer Contributor of his or her obligations in Paragraphs 3 and 5 (B) shall cause and constitute immediate, irreparable harm to Owner, and Owner shall be entitled to an injunction against such breaches.

9. Modifications. This Agreement is the entire agreement of the parties concerning the subject matter hereof, and it may be modified, amended, altered, supplemented or changed only by a single writing executed by both parties.

FAMILIES ANONYMOUS, INC.

(Owner) By:

Name: _____

Title: _____

Date: _____

(Volunteer Contributor) By:

Name: _____

Date: _____

[Attach the text of the literary work (the "Submission") as submitted to Owner by Volunteer Contributor.]