

Dear Fellowship Members,

You may be aware that Urantia Foundation recently announced a new licensing policy concerning the use of their registered trademarks of the word URANTIA and the concentric circles symbol. This "Social Usage License Agreement" is contained in appendix 1 of the attached document.

Urantia Foundation has asked The Fellowship and/or its constituent societies to consider signing this agreement. The General Council will discuss the matter at its annual meeting in July. The Executive Committee has prepared the attached document to facilitate that discussion. Please read the attached document carefully, and post any comments to this list using "reply to all" email.

Individual autonomous societies of The Fellowship may accept this agreement independent of any decision made by the General Council. The TDA, meeting in July, is expected to place this matter on its agenda for discussion.

In Fellowship,
Steve Dreier
Secretary

(The Executive Committee analysis is attached as a MS Word file, and also given immediately below for those who cannot open MS Word files.)

The Executive Committee of
The Urantia Book Fellowship
Analysis of the Urantia Foundation [Social Usage License Agreement](#)
June 18, 2007

Urantia Foundation has offered all Urantia groups a licensing agreement which will permit them to use the word "Urantia" and the "Three Blue Concentric Circles Symbol" to identify their organization and activities. This document was prepared to assist The Fellowship's General Council and individual Fellowship societies in deciding whether or not they wish to sign that agreement. The full text of Urantia Foundation's "Social Usage License Agreement" is included at the end of this document as Appendix 1.

1. This is a legal agreement concerning trademarks. As with any legal agreement, any group considering signing should examine the document carefully and insure that all its provisions are clearly understood. In some cases it might be wise to seek the advice of an attorney familiar with trademark matters.

2. Many years ago Urantia Foundation registered the word "Urantia" and the "Three Blue Concentric Circles Symbol" as trademarks. This means Urantia Foundation owns these marks; no one can legally use them without the permission of Urantia Foundation. The question of whether the word "Urantia" and the "Three Blue Concentric Circles Symbol" should be considered trademark property of Urantia Foundation or any other organization has long been debated in the Urantia community. Many feel it is a good idea; many others object, believing these marks are religious symbols that should be freely available for use by all without restriction. Any group choosing to sign this agreement should

understand that by doing so they strengthen Urantia Foundation's legal ownership of the word "Urantia" and the "Three Blue Concentric Circles Symbol." That being the case, any group that believes these marks should be in the public domain may not want to sign this agreement.

3. In the past Urantia Foundation only gave groups affiliated in Urantia Association International formal permission to use the word "Urantia" and the "Three Blue Concentric Circles Symbol." This agreement makes their use available to any legitimate Urantia group willing to sign the agreement. This may be seen as a positive development since it gives all Urantia groups identical rights with respect to the use of the marks. No group is favored over others.

4. It may not be necessary to sign this agreement in order to use the word "Urantia" and the "Three Blue Concentric Circles Symbol". Urantia Foundation already has a safe harbor "Policy Regarding Personal Use of "Urantia," "Urantian," and the Three Blue Concentric-Circles Symbol." The full text of that policy can be found at the end of this document as Appendix 2. Under that policy the limited use of the word "Urantia" or "Urantian" and the "Three Blue Concentric Circles Symbol" does not require signing a legal contract, or anything else. Before entering into a legal agreement with Urantia Foundation, it would be wise to read the previously existing policy to determine if it provides sufficient latitude for anticipated needs. If it does there is no need to sign the newly proposed legal agreement.

5. Urantia Foundation may require signers of this agreement to employ a registration mark , ®, in connection with their use of the word "Urantia" and the "Three Blue Concentric Circles Symbol." In addition, Urantia Foundation may require the use of the phrase "® Registered trademark of Urantia Foundation. Used pursuant to license." The use of these registration marks is not required under the "Policy Regarding Personal Use of "Urantia," "Urantian," and the Three Blue Concentric-Circles Symbol." (see appendix 2)

6. The word "Urantia" and the "Three Blue Concentric Circles Symbol" have long been identified as trademarks and service marks of Urantia Foundation. If the Fellowship and/or its societies began using them, especially as described in 5 above, they might easily be mistaken as affiliates of Urantia Foundation. Such mixed branding might be confusing, especially to new readers.

7. The Fellowship has developed its own logo, which it uses on the Fellowship's website, on stationery, and for similar purposes. The Foundation's Social Usage License Agreement forbids the use of its registered marks in conjunction with any other logo. (see II-C in the agreement) This could lead to potential problems. Further clarification from Urantia Foundation is required.

8. The trademark use of the word "Urantia" and the "Three Blue Concentric Circles Symbol" are part of a strategy employed by Urantia Foundation to identify "inviolable" printings of the text of The Urantia Book. The Trustees of Urantia Foundation consider

this important, especially since the English text of The Urantia Book is now in the public domain and can be printed in altered form by anyone choosing to do so. The Trustees believe that it is important to keep the word “Urantia” and the “Three Blue Concentric Circles Symbol” as registered trademarks so they can be used to certify authentic printings of The Urantia Book. Any group which signs the Social Usage License Agreement strengthens Urantia Foundation’s ownership of these symbols, and thus facilitates the Foundation’s “inviolable text” strategy. However, it should be noted that there are other ways to identify an authentic unaltered text. The Uversa Press edition of The Urantia Book accomplishes the same purpose through the preface on its publisher’s page.

9. For various reasons described elsewhere in this document, the Trustees of Urantia Foundation would be pleased if The Fellowship and/or its associated societies accepted this agreement. Doing so would be viewed by the Trustees as a tangible act of cooperation with Urantia Foundation that would contribute to healing the strained relationships of the last twenty years, something almost everyone desires. Nevertheless, it is necessary to consider carefully all positives and negatives associated with accepting this agreement, and reach a decision which promises to maximize positive outcomes. While we are all eager to engage in productive cooperative activities with Urantia Foundation, each group must decide for themselves whether the Social Usage License Agreement provides a suitable opportunity for such cooperation. Even if the balance of considerations makes it unwise to accept the Social Usage License Agreement, there are many other ways in which the two groups can cooperate and associate.

Prepared by The Executive Committee of The Urantia Book Fellowship
June 18, 2007

APPENDIX 1

Social Usage License of Urantia Foundation Trademarks

Preface

Urantia Foundation offers this Social Usage License to provide equal opportunity to all social and fraternal groups solely dedicated to the teachings of *The Urantia Book* which desire to use the name Urantia® and the three azure blue concentric circles symbol. This license is a direct consequence of the Board of Trustees’ desire to treat all dedicated social groups equally and not to interfere in their internal affairs. This license reflects our sincere desire to see peace, active cooperation, and spiritual harmony flourish within the worldwide community of Urantia Book readers. We encourage all sincere groups of Urantia Book believers to unite in the purpose of living and spreading these teachings commensurate with your own style and cultural features. We believe this policy reflects the teachings of *The Urantia Book* and offer this license in that spirit.

To activate the license, please download this PDF file, check agreement boxes as indicated, fill in your organization’s information, and return the signed form to Urantia Foundation.

I. Urantia Foundation’s Purposes:

In order to qualify for a license, you, as the applicant, need to understand, and accept Urantia Foundation's purposes.

- A. Founding Vision of Urantia Foundation:** "The object for which this Foundation is created is the promotion, improvement, and expansion among the peoples of the world of the comprehension and understanding of Cosmology and the relation of the planet on which we live to the Universe, of the genesis and destiny of Man and his relation to God, and of the true teachings of Jesus Christ; and for the inculcation and encouragement of the realization and appreciation of the Fatherhood of God and the Brotherhood of Man—in order to increase and enhance the comfort, happiness, and well being of Man, as an individual and as a member of society, through the fostering of a religion, a philosophy, and a cosmology which are commensurate with Man's intellectual and cultural development." Urantia Foundation's Declaration of Trust.

Agreed. ___ [Initialize]

- B. Urantia Foundation's Mission Statement.** Urantia Foundation's mission is to bring God closer to man and man closer to God by disseminating and promoting *The Urantia Book* and its teachings.

Agreed. ___ [Initialize]

- C. Urantia Foundation's Purposes.** Urantia Foundation has always held the primary responsibility for preserving and protecting the inviolate text of *The Urantia Book*. As the legal, social, and business environment changes, Urantia Foundation pledges to continue finding new ways to preserve, safeguard, and distribute the inviolate text. We believe that the most significant protections for the inviolate English text occur by maintaining extensive and preemptive distribution of the inviolate text and by educating people as to its teachings.

Agreed. ___ [Initialize]

Urantia Foundation believes that for *The Urantia Book* to succeed, *The Urantia Book* readers and reader organizations must maintain the spirit of peace, cooperation, and goodwill among one other. Even further, by following the teachings of the book, Urantia Foundation views it a responsibility to follow those same social standards with all people and organizations searching for the Universal Father.

Agreed. ___ [Initialize]

Urantia Foundation and Licensee further agree as follows:

II. Terms of Social Usage License Grant:

- A. Licensed Marks Subject to the Grant.** The Marks licensed pursuant to this Agreement are URANTIA® and the Three Blue Concentric Circles ("Marks"). They are licensed pursuant to the terms and conditions of this Agreement. The license of this Agreement is non-exclusive, meaning that no one social organization will be able to claim they are the

exclusive authorized user of any of the Marks. The license of this Agreement is non-assignable without the express written permission of Urantia Foundation.

- B. Primary Purpose of Licensee.** As a social usage licensee, your organization's central focus must be *The Urantia Book* and its teachings. If *The Urantia Book* and its teachings are not the central theme of your organization's purposes, you are not qualified as a licensee. By accepting this license, you affirm that your central purpose is *The Urantia Book* and its teachings. If your central purpose changes from *The Urantia Book* to something else, this license no longer applies, and you shall immediately cease and desist using Urantia Foundation's trademarks.

- C. Social Usage and Official Business.** As a social usage licensee of Urantia Foundation's trademarks, you agree that you will use the trademarks only in connection with your organization's socially based activities (having *The Urantia Book* and its teachings as its central focus). As a social usage licensee, you are entitled to use the Marks on any and all media, including printed materials, labels, packaging, and electronic media, including web pages, domain names, and email signatures. The field of usage is the collective membership in a social organization comprised of readers of *The Urantia Book* and devoted to study of *The Urantia Book* including usage at conferences, on conference materials, worship services, on an organization's web site and the like. License only permits use of the Marks for the purposes described herein and in accordance with the highest moral and ethical standards, consistent with the Vision, Mission Statement and Purposes of Urantia Foundation as agreed above. The Marks may themselves be combined, but Licensee may not use any Mark as part of a composite mark with any other trademark, service mark or logo. Usage of the Marks shall be consistent with applicable usage guidelines as may be published by Urantia Foundation. For example, when any Mark is used on a web site, Licensee shall state "® Registered trademark of Urantia Foundation. Used pursuant to license." This License Agreement does not entitle you to use the trademarks of Urantia Foundation for any commercial or for-profit purposes, including any sales of goods and/or services.

III. Additional Terms and Conditions:

- A. Quality control.** In addition to the foregoing, License shall not permit the use of any Mark in any manner that would offend objective standards of good taste. License shall not permit the use of any Mark in any manner that is objectively injurious so as to substantially damage *The Urantia Book* or Urantia Foundation. Urantia Foundation may observe the uses of the Mark made by Licensee from time to time to assure itself that Licensee's usage of the Mark(s) is in compliance with the foregoing quality control standards.

- B. Compliance and Breach.** License is immediately terminable in the event any Marks is used in conjunction with any act(s) of criminality or moral turpitude. In the event Licensee fails to bring itself into compliance with any term of the license within 15 days of formal written notification (by e-mail, fax, overnight mail and/or U.S. Mail) of violation, License is terminable at will.

- C. Governing Law.** License shall be severable. License shall be governed by the laws of the State of Illinois.

- D. Representation of Authority to Bind Organization.** By signing this Agreement, you represent and warrant that you are authorized on behalf of your organization to enter into this Agreement on its behalf.

Enter Name of Licensee Organization: _____

Signature: _____

By: _____

Title: _____

Information to Fill Out on the .pdf agreement:

- Enter your name: _____
- Enter your address: _____
- Enter your phone number: _____
- Enter your email address: _____
- Enter the name of your organization: _____
- Enter your organization's URL: _____
- Enter a brief mission statement of your organization: _____

- Enter the number of individuals in your organization: _____
- Enter the address of your organization if different from the address above:

- Enter the phone number of organization: _____
- Enter the email address of organization: _____
- Enter the names of persons who are authorized to act on behalf of organization:

To activate your license, download this document, fill in the appropriate places, and mail or fax to Urantia Foundation.

Mail: Urantia Foundation, 533 Diversey Parkway, Chicago Illinois 60614, United States

Fax: (+1) 773-525-7739

Please allow up to 90 days for acceptance.

APPENDIX 2

April 6, 2000

Re: Policy Regarding Personal Use of "Urantia," "Urantian," and the Three Blue Concentric-Circles Symbol

Dear Readers of *The Urantia Book*

In September 1998, Urantia Foundation established policies that clarified, we thought, the permissible use of "Urantia," "Urantian," and the Concentric-Circles Symbol and permitted the personal use (not the organizational or commercial use) of these marks. It appears that there is still some confusion, however, about the permissible use of "Urantia," "Urantian," and "The Urantia Book" as part of organizational names and Internet domain names. We have slightly revised our policy, therefore, in the hope of further clarifying the permissible use of Urantia Foundation's trademarks. In addition, this letter will address the use of these trademarks by groups or organizations.

The Urantia Foundation, upon its establishment on January 11, 1950, commenced using the Concentric-Circles Symbol and the words "Urantia," "Urantian," and "The Urantia Book" to identify itself, its publications, and its religious educational services. Between 1952 and 1978, it registered "Urantia," "Urantian," and the circles as trademarks, service marks, and collective membership marks, that is, as the official marks of Urantia Foundation and its affiliated organizations. After the copyright expires (currently anticipated in 2050 for the English text), these registered marks will continue to serve as identifiers to the public of the inviolate text of *The Urantia Book* published by Urantia Foundation, whether in English or other languages.

In order to preserve its ability to use the trademarks for this purpose, the Foundation must reserve their use for itself and its licensees, organizations that support the Foundation's Declaration of Trust, its plans, policies, and purposes, and its ownership of the copyright and marks. Those organizations granted licenses have acknowledged the Foundation's exclusive right to the trademarks and agree not to do anything to bring disrepute to the marks. The Foundation reserves the right to terminate licensing agreements and would exercise this right if doing so, in the opinion of the Trustees, would protect the revelation.

Because Urantia Foundation holds the Urantia trademarks for books, publications, services, and collective membership organizations, when an organization or group (unaffiliated with Urantia Foundation) adopts a name that includes the word "Urantia" or appropriates an Internet domain name that includes "Urantia," the Foundation's marks are implicated. This is because such use could confuse people about that organization's affiliation with Urantia Foundation. The Urantia Foundation adopted its previous policies regarding personal use of the marks because individual use is not likely to engender confusion as to

sponsorship or affiliation. Subject to the qualifications discussed below, Urantia Foundation discourages the use of "Urantia" in organizational names and Internet domain names because, in the event people are confused (or would likely be confused) by the unlicensed inclusion of the word "Urantia" in an organization's name, the Foundation may have to assert its rights under trademark law against the infringing organization in order to preserve the Foundation's rights to the marks.

That having been said, an organization need not be licensed to include the words "Readers [or "Students" or the like] of The Urantia Book" in its group name or domain name. The use of this phrase, when taken as a whole, is "descriptive" and is "fair use" for those persons who wish to describe the tie between their organization and the book.

The use of the words "The Urantia Book" not preceded by the words "readers of" or "students of" raises some difficult questions. Under trademark law, the owner of a copyright in a book holds common law trademark rights in the book's title. Any use of the title of the book as a designation of origin or sponsorship that causes a likelihood of consumer confusion violates these legal rights. In light of the confusion we have observed regarding names using "Urantia Book" without such descriptive modifiers as indicated above, we advise against an organization calling itself a name that suggests source, sponsorship, or custody of *The Urantia Book*, such as "The Urantia Book Society" (as opposed to "The Society for Readers of *The Urantia Book*"). *The risk of confusion is simply too great.*

None of this has anything to do with referring to *The Urantia Book* in writings or speeches. The Foundation has policies permitting liberal quotation of the text for labors of love, educational purposes, and commercial works. We recognize that the trademark rights, which the Foundation has acquired through longstanding use and registration of its marks, provide us only with the exclusive rights to use "Urantia," "Urantian," "The Urantia Book," and the Concentric-Circles Symbol as means of identifying Urantia Foundation, its affiliate organizations, its products, and its services. Other organizations may use the words "The Urantia Book" in the name of their organization or Internet domain name as long as the words are preceded by such words as "readers of" or "students of."

We realize that, as awareness of the book and its teachings increases, individuals and groups of readers will make use of the teachings in myriads of ways. We encourage such efforts. The Foundation has long had the policy not to interfere with the energetic and enthusiastic efforts of an individual to introduce *The Urantia Book* to his or her varied contacts and human associates. We do not desire to be the arbiter of anyone's philosophy, beliefs, or conduct. However, to prevent confusion in the eyes of the public, the words "Urantia," "Urantian," and the Concentric-Circles Symbol must be reserved as the exclusive identifiers of those organizations affiliated with Urantia Foundation. Use of the marks by unaffiliated organizations would cause confusion, which, we believe, it is the Foundation's duty and responsibility to prevent.

It is our desire to work cooperatively with all individuals, groups, and organizations working to bring the teachings of *The Urantia Book* to the world.

If you have any questions, please contact us.

POLICY REGARDING PERSONAL USE OF "URANTIA," "URANTIAN," AND THE THREE BLUE CONCENTRIC-CIRCLES SYMBOL

Articulated in this policy are the following uses of "Urantia," "Urantian," and the three blue concentric circles symbol set against a white background to which Urantia Foundation consents as "safe harbors" for fair use by an individual for personal, noncommercial purposes. Providing these "safe harbors" means Urantia Foundation has granted these uses as ones that you can freely make without concern for violating any of the trademarks, service marks, or collective membership marks of Urantia Foundation.

1. You may use "Urantian" or "Urantians" merely to refer to readers of *The Urantia Book* or as inhabitants of planet Earth.

2. You may use “Urantia” merely as a reference to planet Earth.
3. You may use “Urantia,” “Urantian,” and/or the three blue concentric circles symbol in weddings, funerals, and worship services, including the program handout used at the particular calendar event.
4. You may make personal use of “Urantia,” “Urantian,” or the three blue concentric circles symbol in jewelry or on clothing.
5. You may display the three blue concentric circles symbol on any page of a Web site provided that:
 - (a) The symbol does not appear on the front cover of the Web page as an identifier of the Web site.
 - (b) The symbol is accompanied by words to designate it as the Banner of Michael or representing the Trinity government or conveying other meanings associated with the symbol described in *The Urantia Book*. You may depict the symbol on a pennant, flag, or other visual representation of its meaning.
 - (c) The use of the symbol is not associated with any commercial activity.
 - (d) The words “This Web site is unaffiliated with Urantia Foundation” appear somewhere on the front page.
6. You may use the three blue concentric circles symbol in any artwork provided that the artwork contains other prominent elements besides the symbol.

If you have questions about this policy or other such uses, please contact Urantia Foundation by telephone at +1-773-525-3319, by e-mail at urantia@urantia.org, or in writing addressed to Urantia Foundation, 533 Diversey Parkway, Chicago, Illinois 60614.
(Revised January, 2000)