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October 17, 2001

VIA FEDERAL EXPRESS

Ross A. Plourde, Esq.
McAfee & Taft
Tenth Floor, Two Leadership Square
211 North Robinson
Oklahoma City, OK 73102-7103

Dear Ross:

On several occasions, representatives of Urantia Foundation have discussed with Avi Dogim our belief that The Urantia Book Fellowship ("TUBF") is not performing several of the commitments that it made in the Memorandum of Understanding ("MOU") reached March 17-18, 2001 between TUBF and Urantia Foundation. Mr. Dogim has indicated he believes that, because of the jury's decision in the *Michael Foundation-McMullan v. Urantia Foundation* case, TUBF does not have to comply with certain provisions of the MOU.

We acknowledge that the MOU provides that, "to the extent that the law does not or no longer protects the trademarks or copyrights, then TUBF is in no worse position than if TUBF had not entered into this agreement." However, the jury verdict in *Michael Foundation v. Urantia Foundation* does not release TUBF from its obligations under the MOU. The judgment in that case, should it withstand the current appeal, clearly states that it applies only to Urantia Foundation's United States registered copyright renewal in the English text. In addition, Urantia Foundation's trademarks remain valid. As you know, the validity of the "Urantia" and "Urantian" marks was affirmed on summary judgment in the *McMullan* case.

Because the Internet is international (the World Wide Web), international law continues to protect Urantia Foundation's copyright in *The Urantia Book* on the Internet regardless of the outcome of the litigation between Michael Foundation-McMullan and Urantia Foundation. TUBF's failure to acknowledge the international nature of the Internet and the attendant copyright and trademark matters dealt with in the MOU constitutes a departure from the duty of good faith and fair dealing that we agreed would govern our mutual conduct. You may wish to review the salient features of the Berne Convention and other international copyright treaties for yourself to confirm the international reach of Urantia Foundation's copyright.

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We have listed those provisions of the MOU that TUBF has failed to perform. If you believe TUBF is not subject to any or all of these obligations, we request that you send us a letter within the next two weeks identifying your reasons for believing TUBF's performance is excused in whole or in part. If a good faith disputes exist as to the effect of the MOU in light of the judgment entered on the jury verdict in *Michael Foundation v. Urantia Foundation*, we are ready to promptly submit them to mediation or arbitration, as provided in the MOU. We ask that TUBF refrain from taking any action inconsistent with the provisions of the MOU until any such disputes can be resolved.

We regard TUBF as being in breach of the following provisions of the MOU:

Provision #1: License to Display Official English Urantia Foundation Version of *The Urantia Book*. TUBF has not complied with any of the terms of Provision #1. (1) TUBF has not displayed Urantia Foundation's English text in publicly accessible areas of TUBF's website. (2) TUBF has not included a notice of copyright. (3) TUBF has not created a virtual private network (accessible only through the official text) for its "Study Aid" text. The MOU provides that TUBF may only display the Study Aid text, which contains annotations and commentary, if it is in such a virtual private network. (4) TUBF has not included a disclaimer on the "Study Aid" text to advise users that the annotations and commentary are not a part of the inviolate text of *The Urantia Book*.

On April 17, 2001, Urantia Foundation informed David Kantor that the HTML files of Urantia Foundation's English text were available for download via ftp from Urantia Foundation. TUBF is still not displaying the Urantia Foundation text. The TUBF website continues to display a version containing annotations, changes to the text, and commentary by TUBF's editors and webmaster.

At the present time, no copyright notice is being displayed on the English text on TUBF's website. As of June 26, 2001, some pages contained the following statement labeled as a "copyright notice": "On June 20, 2001 this copyright was found to be invalid as a result of a trial by jury in Federal District Court in Oklahoma City. This finding places the English text of *The Urantia Book* in the public domain."

Urantia Foundation must continue to provide notice of its copyright to give notice of its international copyright to the public at large. Accordingly, the provisions of the MOU require TUBF to continue to display notice of Urantia Foundation's copyright.

Provision #2: License to Link and Frame to Official Urantia Foundation Translations of *The Urantia Book* on UF Website, But TUBF Shall Not Directly Link to Any Unauthorized Translation(s). TUBF continues to display unauthorized German and

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Portuguese translations on its website. In addition, TUBF still has direct links to unauthorized Korean and Russian translations. Direct links to all of these translations are now prominently displayed on TUBF's home page.

Provision #3: License to Use Organization Name "The Urantia Book Fellowship," Domain Names urantiabook.org and librourantia.org, and Urantia Foundation's Trademarks in Metatags on TUBF Website. Under the terms of this license, TUBF agreed not to use the names or metatags in a manner that is "so objectively injurious as to substantially damage UF or TUBF." We consider the following actions, undertaken using the licensed name "The Urantia Book Fellowship," domain name urantiabook.org, and metatags including Urantia, Urantian, and The Urantia Book, to be so objectively injurious as to substantially damage UF and TUBF: (1) TUBF has failed to display copyright notices on its website to protect Urantia Foundation's international copyright interests in *The Urantia Book*. (2) TUBF continues to display a text that contains annotations, textual changes, and commentary by TUBF's editors that violates the duties of Urantia Foundation under its Declaration of Trust. (3) TUBF continues to display and to link to unauthorized translations. (4) TUBF has given notice of its intent to print its own version of *The Urantia Book* in direct competition with Urantia Foundation, and is currently fundraising for this competitive enterprise using the licensed organization and domain names. The use of the licensed trademarks of Urantia Foundation in TUBF's organization name, domain name, and metatags in order to directly compete with Urantia Foundation, both in fundraising for publication of *The Urantia Book* and in marketing the book, provides a competitive advantage to TUBF not conferred by the agreement. In 1996, when TUBF entered the marketplace with a competing *Urantia Book*, a great deal of confusion resulted where purchasers believed they were ordering from Urantia Foundation but were in fact ordering from TUBF. By undertaking these same activities using UF's trademarks, we anticipate even greater confusion among potential donors and potential purchasers.

Provision #7: Duty of Good Faith and Fair Dealing. TUBF has failed to act in good faith regarding the Memorandum of Understanding in the following ways: (1) TUBF has failed to keep its commitments in the ways explained in this letter. (2) TUBF refused to remove links to unauthorized translations when notice was given (e.g., theuniversalfather.com) and instead has given these translations more prominent placement on TUBF's home page. (3) TUBF has provided misleading information to the public about the status of the copyright in *The Urantia Book*. (4) For several weeks, TUBF blocked the IP addresses of Urantia Foundation staff from monitoring its website, including a warning-threat that UF's server is in danger of "possible imminent failure". (5) TUBF has indicated that it does not intend to comply with the terms of the agreement.

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Provision #10: Mutual agreements not to disparage each organization. As we have previously notified you, TUBF has continued to make disparaging comments publicly about Urantia Foundation, despite their agreeing in the Memorandum of Understanding not to do so. Samples are attached with the disparaging comments highlighted.


Ross, it is our considered judgment that TUBF has intentionally departed from material terms of our Memorandum of Understanding. Having now and previously notified TUBF of these violations, we respectfully request that TUBF correct all violations of the MOU immediately and perform the remainder of its obligations under the MOU. Nancy Schaffer and Mo Seigel will be calling Avi Dogim in the immediate future to discuss the correction these problems. If we cannot come to an agreement we will move forward utilizing the agreed mechanism for dispute resolution, which includes mediation and/or arbitration as necessary.

We propose that mediation occur in Chicago, at the offices of Katten, Muchin and Zavis, on November 2, November 9, or December 7 or another agreed upon date in December. We feel we only need our key negotiators to present Urantia Foundation's viewpoint at mediation. Therefore, we shall have between three and five people at the mediation acting on our behalf.

If TUBF's intent is not to honor the agreement reached in March, we suggest that we forego the inconvenience and expense of mediation and instead proceed by mutual agreement directly to arbitration where an impartial panel can decide the issues in controversy. If this is the way that you prefer to proceed, I would like to discuss with you the selection of an arbitrator and potential dates for the proceedings.

We are eager to resolve these issues and look forward to hearing from you. May we have your response within the next two weeks so that appropriate travel arrangements can be made?

Sincerely,


Steven G. Hill

Enclosures

cc: Trustees of Urantia Foundation
Urantia Foundation Negotiating Team

MIIGHTY MESSENGER

"...A CLASS OF PERFECTED MORTALS WHO HAVE BEEN REBELLION TESTED OR OTHERWISE EQUALLY PROVED AS TO THEIR PERSONAL LOYALTY."

NEWS & OPINIONS FOR READERS OF THE URANTIA BOOK ☿ SPRING 2001

The Urantia Book Enters the Public Domain

The closely watched federal civil case of *Michael Foundation v. Urantia Foundation* ended on June 20th in Oklahoma City, the jury deciding in favor of Michael Foundation. This historic decision declares *The Urantia Book* to be in the public domain, effectively ending Urantia Foundation's domination over the text of the fifth epochal revelation. The jury of eight brought in its decision at approximately 2:30 PM after concluding deliberations that had started on the previous day. Harry McMullan III, a long-time reader of *The Urantia Book* from Oklahoma City, is President of Michael Foundation.

The Oklahoma City trial, which began on June 12th, was the latest installment in a chain of events beginning in the summer of 1999 with the publication of Michael Foundation's *Jesus—A New Revelation*, comprising papers 121-196 (Part IV minus its first paper) of *The*

Urantia Book. Urantia Foundation initially sued Michael Foundation for copyright violation in Arizona, where the judge's ruling that the copyright was invalid in the case of *Urantia Foundation v. Maaherra* had been reversed on appeal. This time, the Foundation's complaint was dismissed on grounds of improper venue—the Foundation failed to provide adequate rationale for filing the suit in Arizona where neither the defendant nor the plaintiff live or do business—and Mr. McMullan counter-sued the Foundation in Oklahoma City, challenging its copyright in *The Urantia Book* and its trademarks. The trademark issues never reached the jury, having been summarily disposed of by Judge West in favor of the Foundation prior to the trial. Urantia Foundation may appeal the jury's findings that led to the copyright decision.

The trial's outcome is bound to affect an agreement between Urantia Foundation and *The Urantia Book* Fellowship signed on March 18 in Chicago. That agreement, reached after many hours of professionally mediated legal negotiations, was designed to address Urantia Foundation allegations of copyright and trademark infringements by the Fellowship on the Fellowship's web site. One of the agreement's provisions is that, should the law no longer protect the trademarks or the copyright, the Fellowship will be in no worse position than if it had not entered into the agreement. It seems then that, while aspects of the agreement dealing with trademarks still hold, it may be necessary to give further thought to those that address copyright issues in light of the Michael Foundation case.

SUMMER SESSION ENTHUSIASM FOR "INVIGORATING FAITH" GROWING

The inspiring theme of "Invigorating Faith" is drawing Urantia Book readers from near and far to Santa Cruz, California, this August 9, 10, 11 and 12. The Summer Session is being held on the picturesque campus of the University of California at Santa Cruz, which is situated high on a hill overlooking the entire Monterey Bay. Lee Smith, of the co-sponsoring Education Committee and Golden Gate Society, states "Experientially, what could be more important than faith?" Once our decision is made to find the Father Infinite, faith is perhaps the fundamental issue that continually faces each of us as we journey forth in our mortal life—and persists in some aspect through our whole Paradise-ascension career.

"The work of the Thought Adjuster constitutes the explanation of the translation of man's primitive and evolutionary sense of duty into that higher and more certain faith in the eternal realities of revelation. There must be perfection hunger in man's heart to insure capacity for comprehending the faith paths to supreme attainment. ... Childlike trust secures man's entrance into the kingdom of heavenly ascent, but progress is wholly dependent on the vigorous exercise of the robust and confident faith of the full-grown man." (p. 1118:4)

The three-day session will delve into the realms of faith in relation to: (1) healing and cultivating our relationship with God through living faith; (2) growing in faith through service; and (3) realizing

and celebrating our faith as a prelude to destiny.

Although this is a short Summer Study Session, it will be packed with opportunity for learning, growing, socializing and worshipping together. The Santa Cruz/Monterey Bay environment is designated a national marine sanctuary and offers many scenic attractions for those who want to explore the area before or after the summer session. For additional information check out *The Urantia Book* Fellowship's web site at www.uran-tiabook.org. There is also a registration form at this site for printing out, mailing or faxing to the Fellowship's office at: 529 Wrightwood Avenue; Chicago, Illinois, 60614. Fax: 773-327-6159 or call at 773-327-0424.

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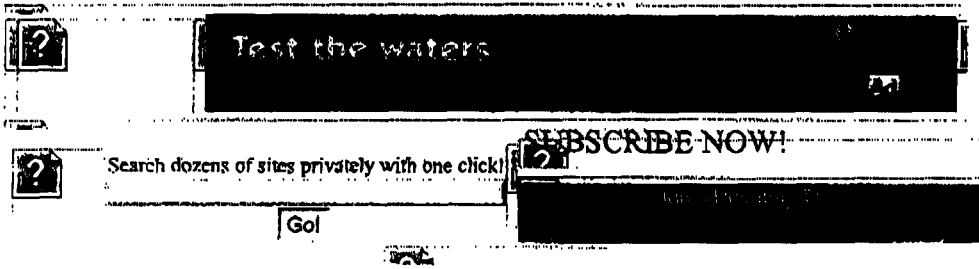
[The Fellowship's Online Study Edition](#)

Links to topical index, Bible cross references, study notes

[Español: El libro de Urantia](#)

On June 20, 2001 this copyright was found to be invalid as a result of a trial by jury in Federal District Court in Oklahoma City. This finding places the English text of The Urantia Book in the public domain.

The following notice is provided at the request of the publisher of The Urantia Book: "You are about to view the inviolate text of *The Urantia Book*, © 1955 Urantia Foundation, 533 Diversey Parkway, Chicago, Illinois 60614; (773) 525-3319; <http://www.urantia.org>; all rights reserved. You may freely print and/or download this text for your own personal use, but any other uses, including distribution or sale, must be permitted by copyright law or by Urantia Foundation policies. By printing or downloading this inviolate text, you also agree not to revise, alter, or amend any portion of the inviolate text of *The Urantia Book* that is printed or downloaded."



Home SITE INDEX Plans/Urantia Email us

**The Urantia Book
Online Study Reference Text**

copyright notice > see p. 3

Harry McMullan's Topical Index to The Urantia Book
Duane Faw's Paramony -- Biblical Cross References

Merritt Horn's Computer Analysis of Urantia Foundation
Publisher's changes to The Urantia Book, 1955-1999

Contents:



Part I: The Central and Superuniverses: Papers 1-31

- PAPERS 1-15 -- Primary concepts of Urantia Book theology:
Foreword
- PAPERS 16-31 -- Inter-personal Deity relationships; the architectural structure of the personal cosmos



Part II: The Local Universe: Papers 32-56

- PAPERS 32-42 -- The local universe of Nebadon
- PAPERS 43-44 -- The local constellation of Norlatiadek
- PAPERS 45-48 -- The local system of evolutionary worlds
- PAPERS 49-55 -- Inhabited worlds of mortal life
- PAPER 56 -- Cosmological implications of Papers 1-55



Contents of Part III: The History of Urantia:
Papers 57-119

- PAPERS 57-68 -- Geophysical and biological evolution of our world
- PAPERS 66-77 -- A history of superhuman efforts to foster a progressive civilization on our world
- PAPERS 78-92 -- The evolution of human culture and institutions
- PAPERS 93-103 -- Recent epochal revelations and the development of present-day systems of religious belief
- PAPERS 104-118 -- Conceptual foundations for further spiritual exploration and discovery

PAPER 119 -- Cosmic antecedents to the life of JesusContents of Part IV: The Life and Teachings of Jesus:
Papers 120-196


- PAPERS 120-134 -- The mortal career of Jesus of Nazareth
- PAPERS 135-158 -- The public work of Jesus, Son of Man
- PAPERS 159-188 -- The public work and personal experience of Jesus, Son of God
- PAPERS 189-195 -- The post-resurrection activities of Jesus
- PAPER 196 -- Philosophic reflections on the life of Jesus

About the study aids in this presentation of *The Urantia Book*:**Internal paragraph reference numbers:**


P13:4, 0:10.1 Superscripted reference numbers appear before each paragraph in the text. They are color-coded and refer to the two methods of internal reference in common use. The gold ^{P13:4} refers to the Page:Paragraph number of Urantia Foundation's unreferenced format. The blue ^{0:10.1} refers to the Paper:Section.Paragraph reference system used in the Uversa Press edition and in early study aids created by members of "The Seventy" prior to publication of the book. These paragraph-level reference numbers allow retention of reference information when using cut-and-paste features of browsers and word processors. They also provide a much-needed method for proper attribution when quotations are used in other works.

If you submit study aids for website publication, simply put in the Paper:Section.Paragraph numbers for your quotes. There is a computer program running on the website which will read your reference and automatically link it to a display of the related quote.

Navigation Buttons:

Navigation buttons  provide a means to access the previous or next sections of the text. These appear at the top and the bottom of each page.

Hyperlinked Foot-notes:

The publisher of *The Urantia Book* has made well over 100 changes to the original text over the course of various printings, none of which are documented in any of their printings. With this electronic presentation every attempt has been made to faithfully reproduce the original 1955 edition of *The Urantia Book*. Where changes have been made in subsequent printings or at locations where controversy exists as to appropriate usages, the  symbol appears and provides a hyperlink to a

footnote containing information relative to that particular location. Click on it and the relevant footnote will be displayed. This edition of the text of *The Urantia Book* contains paragraph numbers, hyperlinks and footnotes which are not a part of the original text. The views expressed in all related commentaries and notes are those of the author and do not represent the views of Urantia Foundation, the publisher of *The Urantia Book*, or any of its affiliates.



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The Urantia Book
FELLOWSHIP

September, 2001

Founded 1955

Dear Friends,

The Urantia Book Fellowship is about to undertake one of the most significant projects in its 46-year history. We are planning to publish *The Urantia Book*.

The Fellowship's General Council reached this important decision during its August meeting in Santa Cruz, after each Councilor had expressed his or her views on the subject.

Now that this life-changing text is in the public domain, it behooves us, the oldest, most experienced organized body of *Urantia Book* readers on the planet, to acquire greater resources and to direct them in the most effective ways we know toward bringing the revelation to the world.

The book we publish will be a significant improvement over all currently available printings of *The Urantia Book*. While strictly adhering to the integrity of the text, it will feature a paper-section-paragraph reference system, a long-awaited index and an attractive cover.

Fellowship contact information available in the book will make it possible for new readers to reach us and to participate in our dissemination efforts, something that has not happened with regularity since 1989.

The work has already begun. Over and above the efforts of the experienced volunteers who are busy preparing the text for printing, we will need to raise \$150,000 for this project. This cost will be recovered over time once the book sells, so funds will become available for additional printings as well as for translations.

With your help we will have a book ready for distribution in six to nine months.

Please give generously.

In friendship,



Avi Dogim, President

Enc.

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Site Index

An Announcement from The Fellowship: The Urantia Book Enters the Public Domain

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