
NEWSFLASH !

Issue 17

A URANTIAN® NEWS BULLETIN

Sept 2001

*From Urantia Foundation to IUA Officers,
Foundation Office Managers, Foundation Representatives,
Translators, and Other Supporters for the Purpose of Disseminating
This Information to Readers in Local Areas*

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Copyright Status

The recent jury verdict on the copyright in *The Urantia Book* applies only to the United States renewal copyright in the English text of *The Urantia Book*. Urantia Foundation will continue to display copyright notices in the English books in order to preserve the international copyrights. In addition, all of the translations have separate copyrights that remain valid in the United States and throughout the world.

The Trustees and staff will continue to do everything within their power to ensure the dissemination of the inviolate text. We will persist in our efforts to publish *The Urantia Book* and quality translations and to expand distribution channels throughout the world, using the trademarks to identify Urantia Foundation's authentic publications and services.

URANTIA FOUNDATION

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Post Trial Activities

On August 14, Judge West issued rulings in several post-trial Motions in the case of Michael Foundation v. Urantia Foundation.

Judge West entered an Amended Judgment in this case to reflect that it applies only to U.S. Renewal Copyright No. RE-384. Urantia Foundation sought this clarification because it has valid copyrights in various translations of the text, valid international copyrights in the English book, and valid copyright claims in the format of the book that includes the Contents of the Book Section authored by Bill Sadler that was not a part of the case with McMullan. However, not unexpectedly, Judge West denied Urantia Foundation's Motions for Judgment Notwithstanding Verdict and for a New Trial.

In addition, Judge West found there was no basis for the Motion by Harry McMullan III and Michael

Foundation to require Urantia Foundation to pay their attorney's fees incurred in this lawsuit because the positions taken by Urantia Foundation were objectively reasonable in light of the evidence adduced at trial and the responsibilities entrusted to the Foundation to preserve the text of *The Urantia Book* inviolate.

The parties were given thirty days within which to file a notice of appeal. We remain hopeful the appellate court will follow the lead of the earlier favorable appeal in Maaherra. We expect a final ruling from the United States Tenth Circuit Court of Appeals within the next year to year and one-half.

Thanks to all of you who have expressed your encouragement and support.

The Fellowship Votes to Print Book

The General Council of the Fellowship recently decided to publish its own version of *The Urantia Book* despite attempts over the past years by Urantia Foundation and many members of International Urantia Association and the Fellowship to work for unity and cooperation among these organizations. They are currently soliciting \$150,000 to publish what they claim "will be a significant improvement over all currently available printings."

The Fellowship printed a competing edition of *The Urantia Book* in 1996 after an Arizona court ruled that the Foundation's renewal copyright was

invalid in the *Maaherra* case. When the United States Ninth Circuit Court of Appeals overturned that ruling in 1997, Urantia Foundation and the Fellowship reached a settlement agreement and called for steps toward cooperation and unity.

The decision by the Fellowship's General Council to again enter the marketplace with a competing edition of *The Urantia Book* is disappointing. Based on past experience, we hoped that other would-be publishers would at least await the decision of the appellate court.

The Need for the "Classic Study Edition" of *The Urantia Book*

Urantia Foundation first printed *The Urantia Book* in 1955 in a size considered a "book industry" standard at the time (6-3/4" x 10"). In 1993, the Trustees decided to print a smaller version so that a more portable book would be available to readers, one that did not weigh or cost as much.

Since that time we have greatly expanded the variety of sizes and formats available to the public. However, we continue to receive many requests for the original "Classic Study Edition." As consistent

sales have depleted our inventory, it is time to thoroughly weigh the advantages and disadvantages of reprinting this edition.

The primary advantage to reprinting this size book is continuity. We have printed the Classic Study Edition for over 46 years. Its unique white dust jacket displaying the blue Concentric-Circles Symbol and "Urantia" is not only eye-catching but also immediately recognizable. In fact, to many readers, booksellers, and distributors, this is the

quintessential *Urantia Book*. To stop printing this popular version at this critical juncture in the history of the book might damage our market dominance.

This size also provides readers with a book that can be easily marked up. The large margins provide ample space to make the book a true tool for study—a record of readings, study sessions, reference notations, and personal reflections. This size also permits the reader to underline or highlight a favorite passage without marring the remaining text in the paragraph.

Though its per unit cost exceeds that of most of our other printings, the suggested retail price for the Classic Study Edition remains at an affordable level consistent with current book industry standards. Many readers have indicated to us through informal queries that they would be willing to pay much more for such a high-quality tome.

Urantia Foundation is in the process of deciding whether to reprint the original Classic Study Edition. Some things that we need to consider are cost, number of books sold, quantity to print, and size, itemized below.

- Last print date – June 1993
- Last quantity printed – 25,000
- Last cost per book - \$10.92 (printing costs only)
- Total cost of last printing - \$273,000.00
- Quantity remaining in inventory – approx. 531
- Number of books sold per year:
 - 1993...5,926
 - 1994...6,449
 - 1995...4,009
 - 1996...1,451 (First soft cover printed June 1996)

1997...1,601
1998...1,322
1999...2,352
2000...4,054
2001...1,060 (through August 31, 2001)

- We will need approx. 130 books per month to complete regular orders prior to a new printing, which means that we have about a 4 month supply of books remaining. It will take approximately 2 months to have the book printed, bound, and boxed.
- Current suggested retail price is \$34.95
- We are considering printing either 5,000 or 10,000 new books in a 7-3/8" x 9-1/4" size. We can print 10,000 copies and only bind 5,000 until the remaining books are needed.

Cost for 5,000 \$52,400.00.... \$10.48 each

Cost for 5,000 bound plus

5,000 unbound..... \$92,062.00....\$9.21 each

- The current 8" x 10" size would cost the following:

Cost for 5,000 \$72,415.00....\$14.48 each

Cost for 10,000..... \$114,790.00...\$11.48 each

When all is said and done, *The Urantia Book Classic Study Edition* is the most well known of all our products. In the two-week period between September 4 and 21, 2001 we have processed orders for 18 books to 15 individuals and 40 books from bookstores and distributors. To eliminate this version from our catalog of offerings now would provide only a slight cost benefit but create a significant vacuum and leave readers without a cherished friend. We will keep you updated as the decision process unfolds.

Russian Fundraiser a Success!

Good news! Thanks to the generous support of *Urantia Book* readers worldwide, we have raised the funds needed to cover the costs of revising and printing the 2nd Russian Edition.

Donations totaling nearly one-half of the final printing costs were given by hundreds of motivated individuals in response to the fundraising letter mailed by *Urantia Foundation* last May. The remaining printing costs, and the entire cost of revising the translation (a two year project), have

been covered through the extraordinary generosity of two benefactors – one who pledged to match contributions from the general appeal, and the other who volunteered to cover any difference between what was raised and our total costs.

The new 2nd Edition Russian books have been printed and are now in Russia ready for distribution at a cost affordable to the general buyer there. We offer a hearty “thank you” to all who participated in this campaign.

Expert Opinions – Is “Urantia” a Religion?

One aspect of the recent court case was an attempt by Mr. McMullan to nullify Urantia Foundation’s ability to use “Urantia,” “Urantian,” and “The Urantia Book” as trademarks to identify its publications and services. McMullan claimed that the term “Urantia” is the name of a religion, that the term is generic, and that Urantia Foundation should be precluded from using it to identify its publications. Urantia Foundation did not agree with the legal basis for his claim, and we pointed to numerous instances of valid trademarks held for words such as Lutheran, Methodist, Baptist, etc. We also questioned the premise that the word “Urantia” constitutes the name of a religion. Prior to trial, the Court issued a summary judgment in favor of Urantia Foundation holding, as a matter of law, that the trademarks in question are valid even giving McMullan the benefit of the doubt by assuming “Urantia” to be the name of a religion.

In the months leading up to the trial, Urantia Foundation asked two outside experts in the field of new religious movements, Drs. Gene Thursby and Jeffrey Hadden, to research this issue and to render their opinions as to whether Urantia is properly classified as a new religion. In addition, the Foundation asked Jim Nelems, President of The Marketing Workshop Inc., a professional market research company, to design and conduct a survey of readers of *The Urantia Book* to gauge whether readers themselves consider the word ‘Urantia’ to be the name of their religion. We thought you might be interested in the results of their inquiries.

The survey concluded that the vast majority of readers do not consider ‘Urantia’ to be the name of a new religion or the name of their personal religion. A summary of the survey results appears below. In addition, both Drs. Thursby and Hadden concluded as a result of their research that the term ‘Urantia’ is not the name of a new religion or sect.

Dr. Thursby based his conclusion on five points. First, Urantia is not classified as a religion in scholarly texts, dictionaries, or encyclopaedias. Second, nothing in *The Urantia Book*, nor in documents from Urantia Foundation, encourages the establishment of a new religion. Third, a typical definition of religion includes exclusivity of belief and affiliation, where members typically renounce membership or participation in other religions.

Organizations that serve readers of *The Urantia Book* do not require this exclusivity. Fourth, the structure and work of Urantia Foundation and related organizations serving readers of *The Urantia Book* function more like educational, personal enrichment, or life-enhancement groups. And fifth, there is no organization of clergy, or orders of initiates authorized by *The Urantia Book*. The absence of clergy, creedal statements, and obligatory ritual acts supports the conclusion that there is no religion named ‘Urantia.’ In addition, the readers of *The Urantia Book* themselves do not consider themselves to be members of a Urantia religion.

Dr. Jeffrey Hadden based his opinion on five distinct dimensions of inquiry and concluded by saying, “*This multi-dimensional process demonstrated the overall lack of a ‘family resemblance’ to groups that are appropriately classified as religions. It also serves to highlight differences and reduce the ambiguity that would confuse readers of The Urantia Book with religious groups and, thus, point to the conclusion that these readers should not collectively be classified as a religion.*”

Some individuals have raised a concern that Urantia Foundation wants to take away people’s first amendment rights to freedom of religious expression. Nothing could be further from the truth. It is true that for many years Urantia Foundation has used the trademarks “Urantia,” “Urantian,” “The Urantia Book,” and the Concentric-Circles Symbol as a means of identifying the inviolate text of *The Urantia Book* published by Urantia Foundation and has licensed the use of these marks by fraternal organizations. However, Urantia Foundation’s copyright and trademark policies are specifically designed not to interfere with anyone’s personal religious experience or expression.

The Declaration of Trust Creating Urantia Foundation calls for “the fostering of a religion, a philosophy, and a cosmology which are commensurate with Man’s intellectual and cultural development.” It is our belief that this epochal revelation is destined to benefit all religions, all peoples; it serves to break down religious barriers rather than to create them.

William S. Sadler, Jr., one of the founding Trustees of Urantia Foundation, when asked if the book constitutes a new religion, stated:

"This book is not religion. This book is a cosmology, a philosophy, a metaphysics, a theology. Anything which is in written language is not religion. It's intellectual. That should be very, very clear...."

"This book is a tool. Use it when you need it, but if you don't need it...don't bring it into the picture. It's sort of like the guy that's using a pitch fork, and he finds it such a handy tool that he takes it with him wherever he goes, including to a tea party."

"I many times discuss God with men, and I seldom mention The Urantia Book unless I sense that this tool is needed to complete this job, and then I get it going with everything I have."

We feel our responsibility is to foster a personal religion (as the term 'religion' is defined in *The Urantia Book*) in the hearts and minds of individuals from all nations, cultures, and faiths. The teachings on religion in *The Urantia Book* are designed to build upon the religious heritage of the past and present, and to act as a leavening of existing belief systems rather than to become a competitor or replacement of any traditional religions.

Religion is not a specific function of life; rather is it a mode of living. True religion is a wholehearted devotion to some reality which the religionist deems to be of supreme value to himself and for all mankind. (The Urantia Book, p.1100, par.3)

Since true religion is a matter of personal spiritual experience, it is inevitable that each individual religionist must have his own and personal interpretation of the realization of that spiritual experience. (p.1091, par.6)

Religion cannot be bestowed, received, loaned, learned, or lost. It is a personal experience which grows proportionally to the growing quest for final values. (p.1095, par.2)

Fellowship Mediation

In March, representatives of Urantia Foundation, The Urantia Book Fellowship, and International Urantia Association met, with the aid of professional mediators, and signed a Memorandum of Understanding, a copy of which is attached. In keeping with the agreement that a joint announcement would be made, Urantia Foundation refrained from making a public announcement. However, after the Fellowship issued an independent announcement, we feel at liberty to let our

Survey Summary Results 300 Urantia Book Readers in the U.S. Surveyed By The Marketing Workshop, January 2001:

What is your age?

Minimum age 19
Maximum age 90
Mean = 55.5

What is your religious affiliation, if any?

3% Urantia
2% said "I read *The Urantia Book*"
24% said no religious affiliation
69% other answer (any other answer)

How often, if at all, do you read *The Urantia Book*?

51% read weekly, or more often
9% read 2-3 times a month
9% read once a month
13% read less than once a month
18% other

86% knew Urantia Foundation published the book.

10% considered "Urantia" to be the name of a religion.

56% indicated they had ever participated in any group study of *The Urantia Book*.

72% believed that *The Urantia Book* is a revelation by celestial beings.

71% said they had attended church in the last 5 years.

Less than 1% said the church they attended had the term Urantia in its name.

supporters know the specifics of the agreement that was reached. A copy of Urantia Foundation's draft of the joint announcement proposed in April is attached for your information.

Unless the Fellowship decides to abide by the terms of the recently mediated agreement, it is likely that the organizations will need to submit to mediation and/or arbitration as called for in the Memorandum of Understanding signed at the mediation.

Draft Announcement

[Note: This is Urantia Foundation's draft that was proposed to The Fellowship in April, 2001 as a joint announcement of the mediation agreement. No joint announcement was ever agreed upon.]

On March 17, 2001 representatives of The Urantia Book Fellowship, International Urantia Association, and Urantia Foundation, aided by their counsel and an independent team of mediators, reached an agreement concerning the copyright and trademark issues that have long been a source of friction among these organizations, which otherwise share many common goals. We hope you share our joy in achieving this step forward in the unity efforts among those interested in fostering the dissemination of *The Urantia Book*.

Urantia Foundation has agreed that The Urantia Book Fellowship may continue to use its current organizational name, the domain name www.urantia.org, and metatags making use of Urantia Foundation's trademarks. The Fellowship will transfer the domain name www.librourantia.org to Urantia Foundation following a transition period.

The Fellowship will place Urantia Foundation's English text of *The Urantia Book* on its website with no changes, annotations, or commentary. This will be the text that visitors to their site will encounter. However, Urantia Foundation has agreed the Fellowship may include a link whereby visitors could log in to a private area to view a study aid consisting of *The Urantia Book* English text, and annotations and commentary about the text, with a disclaimer to clearly identify the material that is not a part of *The Urantia Book*.

Because independently produced partial translations provide only an incomplete presentation of the revelation, they necessarily give a limited and, in some instances, even a distorted view of the Urantia Papers. If the translations are not of the highest quality, confusion is inevitable. For these reasons, Urantia Foundation does not sanction public display of independent or partial translations of *The Urantia Book*, apart from short and limited quotations in articles, speeches, and the like.

The Fellowship has agreed to immediately remove all unauthorized translations of *The Urantia Book* from its website as well as any links to unauthorized translations on other websites. They will also remove Urantia Foundation's French translation from their website. For languages in which Urantia Foundation has not yet published a translation, The Fellowship may display speeches and articles that incorporate up to 1,500 words of independently translated quotations from *The Urantia Book*. In addition, The Fellowship has agreed to use frames to display the official translations of *The Urantia Book* maintained on Urantia Foundation's website. When this new frames-based system is in place, The Fellowship will remove the Spanish text from its server.

Urantia Foundation's translation teams are constantly working to improve the quality of the translated versions of the text. The modifications are incorporated in successive printings, and for the public to have access to the latest wording of any translation, the website version of each translation must be updated as changes and improvements are made. A multiplicity of websites displaying the translations would render it practically impossible to keep the translations updated, and it would become progressively more difficult as more translations are completed and more websites ask to display the translations. For this reason, Urantia Foundation does not grant licenses for other websites to maintain translations of *The Urantia Book* on their servers.

Perhaps one of the most positive outcomes of these negotiations is the new Internet "Unity Portal" that we have agreed to develop for use in conjunction with the RealNames service. RealNames is a network of keywords used by several major Internet search engines and by certain Internet Explorer browsers. When users of this system type in the keywords "TheUrantiaBook" or "LibroUrantia," a page will display with links to Urantia Foundation, International Urantia Association, and The Urantia Book Fellowship. We are pleased that by means of the Unity Portal the principal groups committed to dissemination of the teachings of *The Urantia Book* will present a united presence to the world.

We hope this positive step will lead to greater unity among these organizations and an increased potential for further cooperative efforts by *Urantia Book* readers worldwide. We want to thank everyone who participated in the discussions over the past few years that culminated in this agreement. We have witnessed enormous strength of character among the participants who worked so hard to achieve this peaceful resolution. We also thank all of you whose prayers and encouragement sustained us.

Memorandum of Understanding

Terms

1. Non-exclusive, royalty-free ("NE-RF") license to display official English Urantia Foundation (UF) version of *The Urantia Book* (TUB) ("Official Text" or "OT").
 - Copyright notice
 - After encountering OT, a "link button" appears providing a "Study Aid(s)" option.
 - "Study Aid(s)" will have following features:
 - a. Disclaimer;
 - b. Copyright notice;
 - c. No changes to OT.
 - "Study Aid(s)" must take place in Virtual Private Network ("VPN") or other environment that cannot be entered from external search engine but only through encountering OT with "link button."
 - "Study Aid(s)" license includes:
 - a. Paper, section, paragraph (&) reference system;
 - b. Commentary, footnotes, and annotations;
 - c. file structure/formatting (NOT textual) changes to facilitate faster uploading to user.
2. NE-RF license to link and frame to Official UF translations of TUB ("TRANSL") on UF website, but shall not directly link to any unauthorized translation(s).
 - Must include English and TRANSL language copyright notice in frame.
 - With regard to situations where UF has not published a translation, The Urantia Book Fellowship ("TUBF") is free to reprint speeches, articles, etc. that use the English language equivalent of up to 1,500 words of unauthorized translation of TUB if for every translated word there are at least two (2) original words within the speech, article, etc.
3. UF and TUBF agree TUBF shall have and enjoy a non-exclusive right to continue to use:
 - a. "The Urantia Book Fellowship" as an organizational name;
 - b. Metatags incorporating any of Urantia Foundation's trademarked words;
 - c. www.urantia-book.org;
 - d. www.librourantia.org (until www.librourantia.org is transferred to UF);

Subject to the terms and conditions herein, including reasonable rights of UF to inspect quality control from time to time, to ensure that TUBF is:

- an organization that is in good legal standing;
- TUBF does not engage in criminal acts of moral turpitude;
- TUBF does not use the name and metatags described above in a manner that is offensive to objective good taste or so objectively injurious as to substantially damage UF or TUBF.
- The Fellowship recognizes the three concentric circles as a symbol having religious significance to the Urantia Book Fellowship and will not use it as a designation of origin for its products and/or services.

- Within nine (9) months of this Memorandum of Understanding (3/17/01), TUBF will transition away from www.librourantia.org, and will transfer this domain name to UF by no later than 12/17/01.
4. The term of this agreement is perpetual, except as to 3.d. (www.librourantia.org), which license shall expire upon 12/17/01.
 5. Use mediation and arbitration, if necessary, to resolve disputes arising out of or relating to this agreement.
 6. Reasonable notice and opportunity to cure (60 day standstill to negotiate and resolve differences).
 7. Duty of good faith and fair dealing applies.
 8. A mutually acceptable, formal agreement memorializing this term sheet will be executed by the parties, however, the terms of this Memorandum of Understanding shall be binding.
 9. Signatories have the authority to bind their respective organizations.
 10. Mutual agreements not to disparage each organization.
 11. Share Real Names "The Urantia Book" and "libroUrantia" for portal with links to UF, TUBF, IUA and an additional affiliate of TUBF to be named later.

/signed/
 K. Richard Keeler
 President
 Urantia Foundation

/signed/
 Avi Dogim
 President
 The Urantia Book Fellowship

12. 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.

Addendum to Memorandum of Understanding

- In one (1) year, the parties shall discuss UF providing one or more translations to TUBF for its website.
- TUBF shall immediately provide its format for its formatted Spanish translation, and provide transitional assistance, including working with an independent, mutually agreeable third party technician, in order to ensure that the speed of text delivery on average is reasonably similar (to the objective satisfaction of said third party technician) to the current speed of delivery on TUBF's website presently, as follows:
 - a. within thirty (30) days, TUBF will provide current speed specifications as verified by third party;
 - b. if, after ninety (90) days from the agreement, if the third party says speeds are reasonably similar, then TUBF shall frame the Spanish translation on UF's website and remove is formatted Spanish translation;

- c. if after ninety (90) days from the agreement, if the third party says speeds are not reasonably similar, then another ninety (90) day period shall commence to obtain reasonably similar speed to the satisfaction of the third party;
- d. if after second ninety (90) days, the parties have not achieved reasonable speed to the satisfaction of the third party, then parties agree to mediate a resolution.

NEWSFLASH I

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