

About Us

"Life is always in the wild. Just start with a simple formula: never miss the unknown. Always choose the unknown and go headlong. Even if you suffer, it's worth it-it always pays. You always come out of it more grown up, more mature, more intelligent." -The joy of Living Dangerously

---OSHO---

One who teaches the joy of life; mystics like Osho, are for the whole humanity not only for particular bunch of people. One never knows, which moment, which word clicks the whole being & flowering happens. His words are the stepping stones for the new man he talks about. This app is just like the satellite of immense possibilities for the glorious radiation to trigger every single being via his words, meditation techniques, Jokes and on and on. How can one charge on such a beautiful manifestation of creativity? That's why it's free. The way universe is showering life energy; answers to all & all questions of life is available in this mystery box- in one click. Ask Bhagwan

"You can go beyond. It is within your power & it's your right. But you'll have to make the small effort of moving from mind to no-mind.

---OSHO---

Copy Rights

Meditation is not a product that can be purchased or sold in a market, the way we sell someone's thoughts or things or even copyright it. Meditation has its own glare and authenticity which can never be imitated neither copyrighted, as they are not the general products of market. There is a difference between a materialistic commodity and the experience of one's own inner conscience. However, the history says that for thousands of years the East has been meditating and there have been no trademarks on it.

It's only a brand

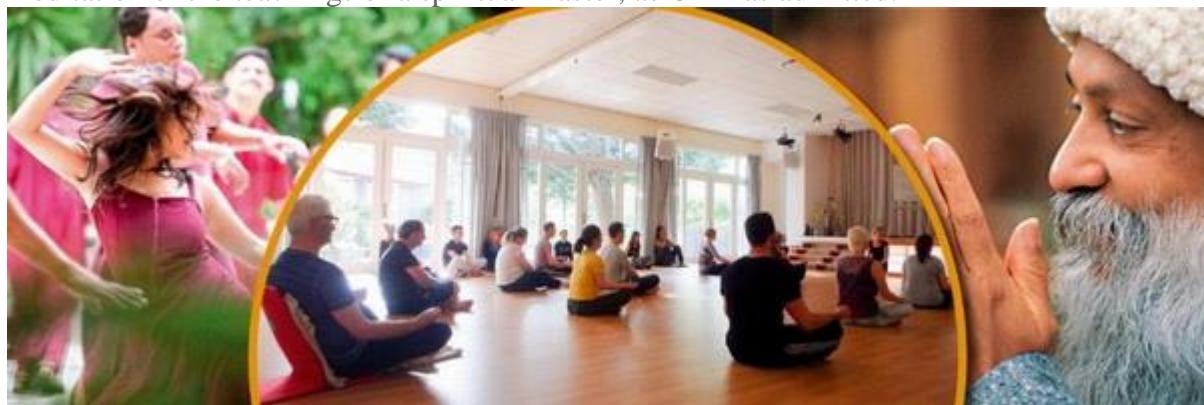
LETTERS / OPINIONSOSHO TM & ©
OCTOBER 28, 2017

SHARE

A court in the European Union recently upheld rulings of lower tribunals (not courts) that had allowed OSHO as a trademark for OIF in the EU only. Sangeet explains the implications and preceding events, which are of high interest to all.

In arguing for this approval, OIF claimed that OSHO has nothing to do with meditation, it is just a brand.

While many of us are offended by the underlying sentiment of this, from a purely legal point of view, OIF is correct. And let us rejoice that they *are* right and that they have admitted this on the record. The trademark approval means that OIF can use OSHO as a brand for goods and services that OIF owns or legally controls. A trademark has nothing to do with meditation or the teachings of a spiritual master, as OIF has admitted.



So, the question is, what does OIF own or control? Does this decision mean that OIF owns Osho's intellectual rights, such as copyrights?

Of course not. Does anyone seriously think that if a company has a brand that uses the name of a historical person like George Washington, Nelson Mandela, or Winston Churchill they somehow magically own the property of that person? Does the owner of a George Washington Savings and Loan brand magically own Mt. Vernon, George Washington's residence? Of course not. This is just a brand; it has nothing to do with ownership of any kind of property of any historical person.

Was the ownership of Osho's copyrights discussed in the case?

Yes, it was, in the context of deciding if the name of a spiritual leader could be a TM.

Did the trademark tribunal have jurisdiction to rule on copyright ownership?

No, it didn't. It was a glorified government office with jurisdiction over trademarks, not a court.

In fact, the process of the trademark proceedings weakened any legal claim OIF might have to copyright ownership. OIF has used three separate and contradictory arguments as to why it claims to own the copyrights. The first attempt was to claim that Osho signed the rights directly over to RFI, the US organization controlled by Sheela. But there were no original documents to prove this and no living person who could authenticate photocopies.

So, OIF came up with a new story. The new story was that Osho hadn't signed over rights to RFI, as OIF had claimed for years. They now claimed Osho had signed a power of attorney giving Sheela the power to transfer rights, and *she* transferred them to RFI. But OIF didn't have originals of these alleged documents either. So, they brought in Philip Toelkes (Niren), who testified that his memory of documents created 30+ years ago was so exact that he could verify these photocopies – which could easily have been tampered with – were exact copies of the original documents. OIF's opponents naturally challenged this claim.

In an attempt to issue a *coup de grâce* on the ownership issues, OIF then introduced an alleged will of Osho. Toelkes again came in to testify. He claimed that, though he was not licensed to practice law in India and did not know Indian law, he had drafted the will for Osho and could testify that Michael O'Byrne (Jayesh) and John Andrews (Amrito) had witnessed Osho's signature.

The will was submitted to forensic experts, and four experts to date have found that the "signature" on the "will" is an exact copy of a signature found on the cover of an Osho book from the 1970s. No two signatures of any living person are ever exactly the same, yet these are exactly the same, meaning the signature is forged. Further, we all know that Osho's signature changed over time. In the physical weakness of his last months, his signature was very different than it had been in the 1970s. In short, the "will" was found by the experts to be a pretty blatant forgery.

OIF quickly withdrew the will. When a police inquiry in India ordered OIF to produce the original of the will, Mukesh Sarda testified that Nirvano (formerly Vivek) had destroyed the original. Those of us who were in Pune at the time and living and working in Lao Tzu know that Nirvano did not have access to documents relating to Osho at that time. But even if that story was in any way credible, Nirvano died before Osho, and if she had destroyed the will, they would simply have had Osho sign another.

If they're claiming that they didn't know the will was destroyed until after Osho died, then how would they know Nirvano was the person who destroyed it? How would they know Osho didn't destroy it? And why did they submit a will to a legal tribunal if they knew the will could not be executed without an original?

In short, the will, even if it had been authentic, would never have had any legal value if no original existed at the time of Osho's death. Toelkes would have known this, but the people at OIF tried to mislead the tribunal anyway. Like all the stories of this group of people, nothing in this mess holds together or makes sense.

In the process of creating this absurd story, Philip Toelkes has destroyed whatever credibility he might have had to verify documents. If he takes the stand in any court considering copyrights, he will be under oath and will be questioned about his testimony on the "will" under penalty of perjury. Even if he might be willing to perjure himself about the "will", the forensic findings would undermine his credibility on the authentication of any document.

This means that OIF cannot validate the photocopies of “copyright assignments” it has tried to use as original documents for decades. OIF admitted that their first theory was not true and now cannot prove their second, because their witness has lost all credibility. They’ve admitted their third try, the “will”, was never valid. As a result, OIF’s claim to copyright ownership has never been weaker or less plausible.

Did Osho own rights in the centers that used his name or in the meditation techniques he created?

Absolutely not. Osho never signed any kind of agreement with any center, except the original Jeevan Jagruti Kendra in India, many years ago, and no original of that document exists. Osho asked people to start centers or agreed to their requests, and he asked them to use his name. People did that out of love for him, and they accepted as much of his guidance as they chose while he was alive out of love for him. It was all about meditation, and nothing about a brand.

Once Osho was out of the body, people continued to run centers inspired by his teachings, as they understood those teachings, and by their own inner guidance. The goods and services, such as programs, groups, meditations, and so on that people developed and have continued to develop have always belonged to them. They have never belonged to Osho.

Osho put his meditation techniques into the public domain around 40 years ago. Nothing can ever take them out of the public domain. This was in the tradition of the great masters of the past who created Vipassana, Zen techniques, and so on, for the good of humanity. Osho never assigned the rights in any meditation technique to anyone, and freely gave thousands of people permission to use the meditations, who have taught thousands of others without any legal agreements.

Does this decision mean that OIF can force people to follow OIF’s ideas about 24-karat Osho, as OIF claimed in their statement?

No, of course not. The decision wasn’t about meditation or Osho’s teachings. It was *only* about a brand.

In the past OIF has claimed that ownership of a brand would mean that it could control the content of Osho’s teaching. OIF claimed that it could take legal control of centers and create a franchise and that it could own the center’s intellectual property rights.

This is nonsense. Even Osho never owned rights in the centers, so no one using his Zen title as a brand could magically do so. A trademark is *only* about a brand, as OIF has admitted. OIF owns its own goods and services or what it owns through valid voluntary legal assignments directly to OIF – nothing else.

OIF currently has control of a brand, in the EU only, which no longer includes the UK. This means they can object to how the word *oshو* is used in marketing in that area. It means *nothing* else.

So, what’s next?

You are free to choose what you want to do. No one can be forced to submit to OIF’s control in any way. There can be no enforced “24-karat” interpretation of the historical person Osho. *Ideas* can never be owned under any circumstances. *Expression* of ideas can be owned in the form of copyrights. Brands, that have nothing to do with ideas, can be owned as trademarks. But ideas, interpretations of ideas, can *never* be owned, even by the person who

first expresses an idea. No one knows this better than Osho, who often uses and interprets the ideas of others.

Centers can voluntarily choose to join an OIF franchise in the EU if they want to, of course. They could always have done this. Caveat: Anyone considering this kind of agreement should have all legal documents reviewed by a very good attorney who is representing your interests and not OIF's. Make sure you are not signing over ownership of your intellectual property rights, that OIF cannot take over the center or institute, that OIF cannot take over finances, and, for example, take away your retirement benefits. If OIF claims you have signed over rights, have all documents checked by your legal counsel. OIF has a history of misrepresenting this.

If you do not want your center or institute, etc. in the EU to be controlled by the people in OIF, the people implicated in the forgery of Osho's will, keep in mind that OSHO is *only* a brand. No one can ever own a historical person, so no one can stop you from identifying Osho the historical person as the inspiration for your work; no one can control your ideas or steal your intellectual property rights. You need to consult a good local attorney to find out how you can deal with the issue of a brand. It may be different in different countries in the EU. So, you need to check carefully.

It may be enough, for example, to change the "Osho ABC Meditation Center," to the "ABC Meditation Center, inspired by the teachings of the mystic Osho." But you need to ask an attorney in your country for the details. In some places, if you used "Osho" before the date that OIF registered it as a TM in the EU, you may be exempt from the trademark. Again, you need to check.

So, be careful, check everything, protect yourselves, and keep in mind this is only a brand. OIF has chosen to have nothing to do with meditation, but the teachings of the historical mystic Osho are *all* about meditation and many of us will all carry that on.



Prem Sangeet (Sangeet Duchane) writes regularly for Viha Connection and Osho News.

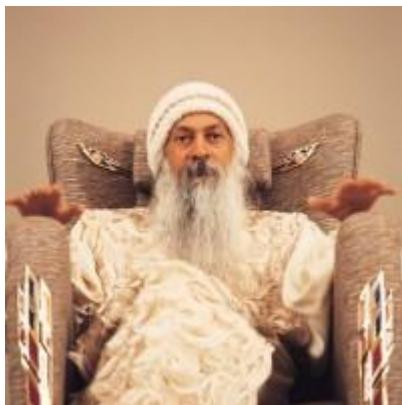
SangeetDuchane.com

All articles in Osho News relating to the trademark and copyright issues can be found under [Osho TM and ©](#)

Did Osho ever transfer His copyrights to others?

Posted by [Osho Friends](#) on Nov 7, 2014 in [Did Osho ever transfer His copyrights to others?](#), [Osho's](#)

[Copyrights](#) | [0 comments](#)



[Did Osho ever transfer His copyrights to others?](#)

Assignment

No, He didn't. Two documents have come to light that may (or may not) have been signed by Osho. These are publishing licenses for some of His books. (See 'What are the documents OIF is relying on to claim copyright ownership?' for the documents and a complete discussion of their legal effects.)

Copyrights are legal rights that must be transferred clearly in writing. They can't be transferred through inference or oral statements. There has to be a valid written document that clearly transfers all legal interest in the copyrights. If such a document ever existed, which isn't likely, we don't have that document now.

The question of copyright ownership was part of the US trademark case, but none of the documents produced in discovery or in evidence in that case over nine years of litigation are assignments of copyright ownership. In other words, OIF appears to have no such documents to produce. (Since the Trademark Board did not have direct jurisdiction over copyrights, it could not decide whether OIF, Zurich owned copyrights, only how the claim to own them impacted the trademark claim.)

A copyright claimant for Osho's copyrights has to have what is called a complete chain of title linking Osho to it. To really own Osho's copyrights OIF would have to prove that Osho assigned copyright ownership to RF, RF assigned it to RFI, and RFI assigned it to OIF, Zurich. If any link in this chain is missing, OIF gets nothing. The weakest link in this chain is the first document of 1978 (Document 1), which not only can't be authenticated, but is on its face a license, not a copyright assignment. Document 2 is essentially the same as Document 1 and could, at most, transfer publishing rights in unidentified works or the eight works for Document 1. (See What are the documents OIF is relying on to claim copyright ownership?)

This means that OIF does not own Osho's copyrights by assignment, as it has claimed.

Work-for-hire

There is one other theory that OIF, Zurich has tried to use to justify copyright ownership. OIF filed copyrights for books and recordings of discourses given by Osho with the US Library of Congress for several titles of Osho's work claiming that OIF owned copyrights through a work-for-hire agreement with Osho. (It's important to

remember that a registration is not proof of ownership and means nothing if OIF didn't actually own the copyrights.)

Generally a copyright attaches to a creative work as soon as the work becomes "fixed," for example, put in writing, recorded, music put into notations, photograph taken, or artwork made. The person creating the work is presumed to own the work he or she creates. If someone creates something on behalf of someone else and is paid for the work, the copyright might belong to the person financing the project. In the US this is true if, and only if, the creator of the project signs a work-for-hire agreement before the project is completed specifying that the rights in the work will belong to the financer.

Osho was never employed by any foundation, never was paid for giving discourses, and never signed a work-for-hire agreement with anyone. The two license agreements Osho was alleged to have signed both specified that Osho got to choose whether or not He included any discourse in the publishing license agreement (Documents 1 & 2) In other words, He kept control over His work and only agreed that He might grant limited rights (a publishing license) after the work was created (discourse recorded) and a copyright had been (attached) that belonged to Him.

Neither Theory Can Succeed

The only reason the RFI/OIF, Zurich would have registered copyrights in the US claiming a work for hire basis for ownership is because they realized that the documents allegedly signed by Osho were not assignments of copyright ownership, but license agreements. They may have hoped that they would have more luck passing off the agreements as work-for-hire agreements than as assignments of copyrights. In the US trademark case OIF opted to make the assignment of ownership argument instead.

In truth, neither of these theories can ultimately succeed. The license agreements allegedly signed by Osho clearly do not transfer any ownership rights in Osho's copyrights. A transfer of ownership rights would have been just as necessary for a right-to-hire agreement as it would be for an assignment of copyright agreement, and there is no document that transfers ownership rights from Osho.

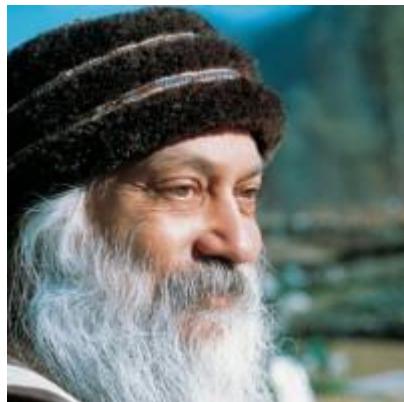
Osho's Understanding

Though there is no existing original of the document allegedly signed by Osho in 1978 (Document 1), it is possible that Osho signed this very limited agreement with RF India. The language of that agreement makes it absolutely clear that Osho intended to reserve the rights to control His own work at that point in time. He set all kinds of conditions on the license He granted and reserved the right to withhold future work from the license and to revoke the license and give it to someone else. The fact that no original is known to exist may indicate that Osho decided to end that license and asked that the original be destroyed. That isn't the kind of document that would have been lost otherwise.

One more thing is clear, and that is that no document exists that transferred Osho's copyright ownership to anyone else. This means that Osho owned His rights during His entire life and OIF has no valid claim to copyright ownership today.

OIF Strategies and Tactics

Posted by [Osho Friends](#) on Nov 7, 2014 in [OIF Strategies and Tactics](#), [Osho Trademarks](#) | [1 comment](#)



OIF, Zurich's claim to own copyrights and trademarks related to Osho's work involves a lot of misdirection and attempts to create confusion. There are six basic strategies and tactics OIF, Zurich uses to create this confusion.

1. "Osho asked us."

OIF, Zurich is constantly insisting that Osho asked them to do things contradictory to what Osho asked for in His discourses. Yet, Osho's actions or failure to act are in every instance consistent with His public statements.

For example, OIF, Zurich claims Osho asked it to "protect His name." In fact, when He changed His name to Osho in 1989, Osho did not assign His new name to OIF, Zurich or any other group like the Inner Circle, as He could have done, but publicly requested that all His people around the world start using it at the same time for their goods and services. Is it credible that Osho would have made a secret request for "protection" to OIF, Zurich, while at the same time taking public action that would make any such "protection" impossible?

Also, in his 2003 deposition in the trademark case Yogendra [D'Arcy O'Byrne] testified that he had no knowledge of Osho asking for his name to be used as a trademark and didn't know of anyone who did. (See [The Ever-Changing Story](#) for details.)

OIF, Zurich insists that Osho wanted them to control all the Osho centers in spite of lists of public statements by Osho that He wanted all centers, ashrams, etc. to remain independent. OIF, Zurich insists that Osho wanted OIF, Zurich to exert control over sannyasins and centers in spite of lists of public statements by Osho that He wanted no church, no religion, no Vatican, and that He would have no single successor.

The choice of whether or not to believe claims of what "Osho asked" is up to each individual on a personal level, but at the legal level, these claims are simply hearsay. They can never be used to counter the printed/recorded versions of public statements or to counteract Osho's actions or choices not to act. Osho chose not to assign His copyrights, name, signature, artwork, and so on, to anyone else. Nothing can change that now.

2. "The Foundation"

OIF, Zurich loves to refer to itself as "the Foundation," as if there is just one foundation involved in Osho's work. That is clearly not the case. There are, and have been for decades, many different legal entities, including those that called themselves "foundations," involved in Osho's work. In the US trademark case [Pramod \[Klaus Steeg\]](#) testified that there were at least ten different ones operating in Pune alone around the time of the name change.

Several others have been created since. There are many other legal entities dedicated to Osho's work in countries around the world, including many centers.

In the US trademark case OIF, Zurich defined "the Foundation" to include Rajneesh Foundation (India), Rajneesh Foundation International (US), and Osho International Foundation (Switzerland). Pramod [Steeg], in his testimony, kept referring to the actions of "the foundation" without identifying which of these three foundations he was talking about.

In doing this OIF, Zurich was trying to create the illusion that there had always been one primary foundation and that OIF, Zurich was the recipient of all the power of the other two foundations. In reality, the only assignments between these three entities are the ones in the Copyright section. These conveyed nothing but a possible conditional publishing license for eight books.

None of these foundations ever assigned any other kind of ownership rights to each other and they never assigned any rights related to any trademark claim. OIF, Zurich is in no way a continuation of any other foundation in any other country.

There has never been one foundation that controlled the other entities involved in Osho's work. (See What is the legal structure of the Osho movement?) Today there is not one single "foundation" involved in the work and no one entity has a legitimate right to call itself "the foundation."

3. "Predecessors"

OIF, Zurich has at times referred to Osho, RF, and RFI as its "predecessors." Sometimes it refers to its former names (Rajneesh Foundation Europe, Neo-Sannyas International Foundation) and the former names of RF and RFI as predecessors too. This may be to create the impression that OIF, Zurich has received rights from many places.

When pressed on cross examination Pramod [Steeg] testified that this claim that others are "predecessors" of OIF, Zurich refers only to the copyrights OIF, Zurich claims to have received in the documents reviewed in the Copyrights section. He admitted that no one was a "predecessor" of OIF, Zurich for trademark rights.

In spite of this, OIF, Zurich made several references to "predecessors" in its trial brief in the US case, used in the context of predecessors for trademark rights.

4. Ownership by Acknowledgment

Over the years OIF, Zurich has represented to others that it owns the copyrights to Osho's work and that it owns trademarks for "Osho." It now argues that because others believed those representations of OIF, Zurich, that those others have "acknowledged" OIF, Zurich's ownership. They seem to put forward some strange legal theory of ownership by acknowledgment.

During the trial testimony in the US case, one of OIF, Zurich's attorneys kept showing witnesses for Osho Friends copies of products, like CDs, where OIF, Zurich claimed to own copyrights, and asking the witnesses who owned the copyrights. None of the witnesses, of course, had any personal knowledge about who owned the copyrights and couldn't answer the questions.

The reality is that there is no legal theory of ownership by acknowledgment. A copyright or trademark is transferred through a written assignment or it isn't transferred at all. If someone convinces others that it owns something it doesn't actually own, that deception doesn't give the claimant any actual ownership rights.

If OIF, Zurich told a center that it owned copyrights and the center relied on that representation, that doesn't mean that the center has "acknowledged" that OIF, Zurich owns the copyrights. OIF, Zurich has represented to St. Martin's Press, for example, that it owns copyrights. It can't argue that St. Martin's Press has "acknowledged" that OIF, Zurich owns those rights.

OIF, Zurich owns copyrights by assignment or not at all, and since Osho never assigned copyright ownership, OIF, Zurich owns them not at all. Centers, companies, and individuals that have relied on OIF, Zurich's representations that it owned copyrights and signed copyright license agreements are not in any bound by any way acknowledgment that OIF, Zurich owned the rights now.

5. Offense Is the Best Defense

OIF, Zurich also tries to create confusion and distract attention from the shortcomings of its legal arguments by making attacks on the opposing party. In the US case these included unsubstantiated claims about past publishing activity, trademark filings, and the private activities of some Osho Friends members.

6. Questionable Documents

In the US case OIF, Zurich attempted to introduce documents related to the testimony of witnesses subpoenaed by Osho Friends. Some of these were documents the witnesses had no memory of seeing before. For example, Dhanyam (Rosansky) was confronted with an alleged license agreement with OIF, Zurich to produce T-shirts that he had never produced. Dhanyam testified that he had no memory of the document, could not authenticate it, and that he had not produced the T-shirts, only sold them. (In spite of this, OIF, Zurich's attorney argued in oral argument that Dhanyam has "acknowledged" OIF, Zurich's ownership of "Osho" by signing the document.)

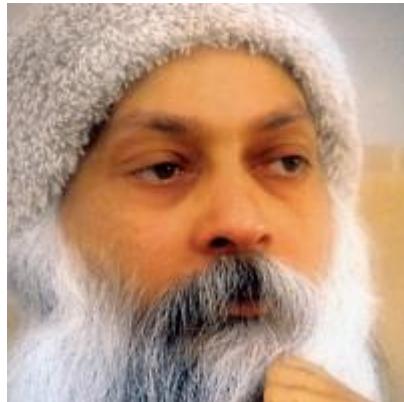
Later, Dhanyam searched his extensive files, and no such document could be found. He also realized that the document produced by OIF, Zurich was allegedly signed by him as "center leader" in 1991, but Viha had been incorporated in 1989 and he had signed all documents related to Viha as "president" after that time.

OIF, Zurich also produced another document that purported to be an assignment of a domain name from Harideva to OIF, Zurich, an assignment that Harideva is certain he never signed. When Amrito (John Andrews), who had also allegedly signed this document, was asked about it in sworn testimony, he said that he had never seen Harideva (Heiligmann) sign the document and that he didn't have the original signed document. (Andrews testimony, Q. 52-56.)

Witnesses appearing in opposition to OIF, Zurich in any legal dispute should be prepared to deal with this kind of situation.

News on Osho Trademarks

Posted by [Osho Friends](#) on Sep 5, 2014 in [Latest News](#) | [0 comments](#)



After Osho leaves his body in 1990, efforts began to monopolize and own Osho's work, Osho meditations and "Osho".

For approximately ten years, starting in 1992, Osho International Foundation (OIF), Zurich filed applications with the United States Trademark office to register marks for the word "Osho", Osho's meditations, and other things related to Osho such as one version of His signature. In doing this, OIF, Zurich claimed to own and control "Osho", Osho's meditations, and all of Osho's work.

January 19, 1990 – Osho leaves his body

April 25, 1990 – Rajneesh Foundation in Poona changes its name to Osho International Foundation, registered in Bombay. Later Rajneesh Foundation Europe also changed its name to Osho International Foundation, OIF. So there became two different Foundations- one in India and the other in Zurich with the same name.

July 1, 1992 – OIF files trademark application in USA:

"Osho" under the category of Books and printed materials for education purpose in the field of religion and philosophy

1997:

March 17 – OIF files two more trademark applications in USA:

"Osho" under the category of pre-recorded audio and video tapes in the field of education, religion, philosophy and science

"Osho" under the category of providing religion, philosophy and science information via a global computer network

December 29 – OIF files one more trademark application in USA:

"Osho" under the category of books and printed materials for education purpose in the field of religion and philosophy

Between 1999- 2001:

OIF files seven more trademark applications for various meditations:

Osho Active Meditations

Osho Nadabrahma Meditation

Osho Kundalini Meditation

Osho Natraj Meditation
Osho Gourishankar Meditation
Osho Zen Tarot
Osho Transformation Tarot
Osho Meditation Resort
Osho Multiversity
Osho Times

March, 2000:

Based upon its claim to trademarks and copyright ownership, OIF, Zurich launched a legal action against Osho Dhyan Mandir, New Delhi, in an effort to prevent them from using the word, "Osho" in the domain name www.oshoworld.com. The Arbitrator M. Kellery Tillery Esquire gave the verdict on July 28, 2000 and decided in favor of Osho Dhyan Mandir.

http://www.oshofriendsinternational.com/index.php?option=com_content&view=article&id=61&Itemid=116

<http://www.arbitration-forum.com/domains/decisions/94990.htm>

November, 2000 – Osho Friends International (OFI) files a petition to cancel the trademarks.

January 2, 2001 – OIF files a motion to dismiss the notice of opposition filed by Osho Friends International (OFI) The grounds of opposing the trademark applications were :

OIF attained trademarks by misrepresenting the facts before USPTO.

Osho being a generic word cannot be trademarked.

Meditation is in use since centuries so cannot be trademarked.

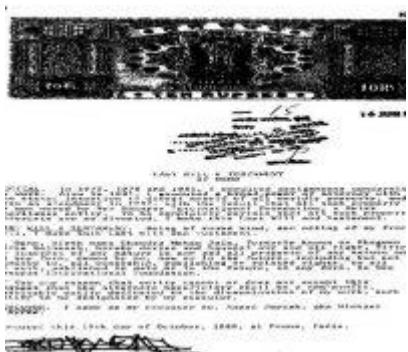
January 13, 2009:

The verdict given by United States Patent and Trademark Office (USPTO), on 13 January 2009, said that Osho and His works cannot be trademarked.

http://www.oshofriendsinternational.com/index.php?option=com_content&view=article&id=68&Itemid=125

Osho's Forged Will Surfaces in Spain

Posted by [Osho Friends](#) on Nov 7, 2014 in [Osho Ashram Case](#), [slider](#), [Update](#) | [0 comments](#)



Pune, September 20, 2013

Twenty three years after the demise of Osho, a forged will by three foreign disciples has surfaced in Spain during a court case for the ownership of Osho's trademarks.

Osho disciples have challenged this forged will in a Pune court.

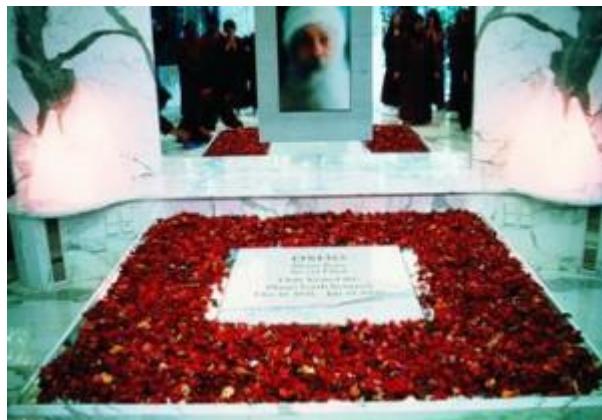
The three foreign disciples of Osho namely: Michael O'Byrne aka Anand Jayesh, John Andrews aka Amrito, and Philip Toelkes aka Prem Niren conspired to forge Osho's fake will. The forged Will claimed to have been executed in Pune on 15th October 1989. To challenge this false claim, a suit has been filed in the Court of the Civil Judge, Pune.

The administrators of Neo Sannyas Foundation aka Rajneesh Foundation and Osho International Foundation with other administrators Darcy O'Byrne aka Yogendra, and an NRI Mukesh Kantilal Sarda aka Mukesh Bharti and others are playing vital role in this conspiracy to defraud India of Osho's legacy. It is noteworthy that Darcy O'Byrne is the younger brother of the gang leader, Michael O'Byrne.

The forged will has been presented to the Spanish court in a desperate attempt to protect falsely registered trademarks in the European Union (EU). These trademarks were challenged by Osho Lotus Commune in Cologne, Germany, in 2012. This followed a similar case in the US when Osho Friends International from New Delhi succeeded in getting these trademarks of Osho' name and his meditations cancelled by US Patent and Trademark Office.

In the Pune case, the plaintiffs, Osho Friends Foundation, has submitted that the main reason to forge Osho's Will is to control the assets of Osho's Intellectual Property Rights (IPR) for their personal gains outside India. Osho's IPR cover his discourses, books and his meditations.

Earlier, Osho Friends Foundation filed a petition in Bombay High Court against the same group alleging to divert the ownership of Public Trust Properties and Trust Funds valued over Rs. 303 crores to their privately owned companies.



The plaintiffs have submitted to the Court to restrict the implementation of the Will by passing an injunction on the will. If this happens, the Spanish court will be guided by this order. If this is not done, Osho's legacy, a most valuable spiritual treasure of India, will be lost forever.

The Osho Legacy includes Archive of 9,000 hours of audio and 1,870 hours of Video discourses/ speeches in Hindi and English. Osho books are transcribed in Hindi and English over 650 titles, which are now being translated in 65 languages around the world. Further, Osho's Legacy includes one of the biggest private libraries in the world containing more than 80,000 books situated in His ashram at Koregaon Park, Pune. In addition, Osho's Signature arts, original archives, meditation music and therapies created under His direct guidance are important part of His legacy. The Osho Heritage/Legacy also include His Samadhi situated in His ashram at Koregaon Park, Pune 411001.

For Osho Friends Foundation, Pune.

Yogesh Thakkar

Cell No: 91-9049455099

Kishor Raval

Cell No.: 91-9423505093

Links:

www.oshowork.org

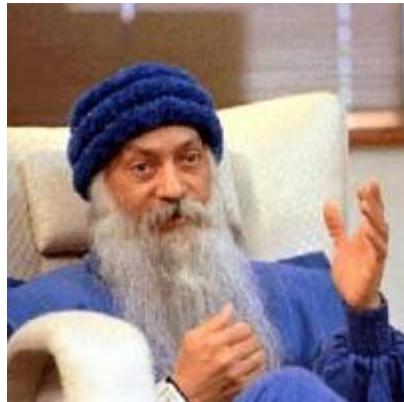
www.oshofriendsinternational.com

www.oshode/trademark-osho

www.oshoworld.com

The Ever-Changing Story

Posted by [Osho Friends](#) on Nov 7, 2014 in [Osho Trademarks](#), [The Ever-Changing Story](#) | 0 comments



The Ever-Changing Story

To own a trademark and the right to register and license that trademark, the trademark claimant must already own the exclusive right to use the term in question as a trademark. OIF's story as to why it claimed to own that exclusive right in 1989 has changed dramatically over the years.

1999

In its applications for registration before the US Patent and Trademark Office (USPTO), OIF claimed that *Osho* had used His name as a trademark and that Osho was OIF's "predecessor in interest" for those rights, which means that Osho had assigned rights to OIF. OIF made these statements with regard to the following applications:

75-683094

Gourishankar Meditation; and

75-683091

Nataraj Meditation

April 15, 1999 Office Action Responses from Mary Luria

"The meditation was created by Applicant's predecessor-in-interest and identified with the mark with which it has been associated for over 20 years. It is used only by Applicant, its affiliates and licensees or third parties referring to one of the foregoing. Examiner has found and cited no third party uses."

75-683097

Osho

April 15, 1999, and

75-683095

Dynamic Meditation

July 30, 1999 Office Action Responses from Mary Luria.

"Applicant is the owner of all copyrights in the writings and oral teachings of the mystic Bhagwan Shree Rajneesh who adopted the mark OSHO for his religious, philosophical and scientific teachings, including those he identified by the mark Dynamic Meditation which is the subject of this Application."

2001

On June 7, 2001 Anando [Susan Hafley] signed a declaration saying that Osho asked for his name, "Bhagwan," be used as a trademark and that she was involved in passing this information on. [In fact, no trademark applications were ever filed for "Bhagwan," and no trademark applications were filed at all during Pune II, when Anando was acting as Osho's secretary.]

Anando went on to testify that Osho gave directions through her when He changed His name in 1989, though she characterized Osho's name change as "re-branding." Anando also attached a copy of the *Osho Times* where Osho asked all centers to use "Osho" in their names to her declaration. She was very clear that she was operating on Osho's instructions throughout the name change.

2002

Pramod [Klaus Steeg] was deposed on November 21, 2002. Pramod testified that Osho had asked people to start centers and to use His name for their activities. [p. 99]

When asked specifically about OIF's claim that it had received trademark rights by assignment from Osho, Pramod made it clear that this was not really the case:

Pramod testified that:

A. The foundation in Zurich was under license for using OSHO's name to promote his work.

Q. Who was the licensor?

A. OSHO assigned his name to the foundation.

Q. Which foundation?

A. The original foundation.

Q. The original Indian Foundation?

A. Yes.

Q. Is there a writing in which he assigned the name OSHO to the Indian Foundation?

A. No.

Q. Is there any writing in which the Indian Foundation licensed Zurich Foundation to use the name OSHO?

A. No. [p. 114]

Pramod went on to testify that Osho has used His name "Rajneesh" as a trademark and then in 1989 Osho adopted "Osho" as a "source identifier" of all His work. Osho Himself gave instructions that all the work connected to His should use "Osho." [pp. 147-148]

When pressed, Pramod admitted the following:

Q. There was no written license between OSHO the man and the Foundation Zurich, correct?

A. Correct.

Q. So there was no indication in writing at least that OSHO the man considered this a trademark that was being license by him in writing?

MS. EDELMAN: Objection to form.

A. I don't know how to answer that.

Q. You are not aware of any writings that OSHO the man said OSHO was to be treated as a trademark?

A. No. [pp. 148-149]

When asked why OIF claimed to own exclusive rights to use "Osho," Pramod replied:

A. I mean the mark itself and the name, the name and the mark is based on an assignment of the name and his image.

Q. Is that assignment in writing?

A. That assignment is in writing.

...

Q. Is there a specific paper that uses the word OSHO and transfers the term OSHO apart from the man OSHO?

A. No. [p. 150]

2003

The following year Yogendra [D'Arcy O'Byrne], another board member of OIF, was deposed and he testified that Osho had personally created trademarks using His name, such as Osho Zen Tarot, Dynamic Meditation, and so on. [pp. 22-23] He also testified that Osho "instructed that everything be changed from Rajneesh to Osho "including all meditations, all the groups, all the programs in the multiversity, the letterhead, everything was changed from Rajneesh to Osho." [p. 27]

But when pressed about Osho's use of "Osho" as a trademark, Yogendra said that he didn't know if Osho asked for "Osho" to be used as a trademark [though OIF now claims Osho authorized the use as a trademark]:

Q. And when he directed that the term "Osho: be used in all these ways, did—did he also direct that there be registrations in any government entity for the protection of the name as a trademark?

A. I don't know.

Q. If you wanted to find that answer, who would you consult with?

A. I'm sorry, I don't know.

Q. And do you know whether Osho, the man, took any steps to limit or qualify the use of the word "Osho" with regard to, you know, third-parties?

A. No, I don't know.

Q. Do you know whether he instructed anyone to license the use of that term?

A. No, I don't know.

Q. And if you wanted to investigate whether Osho, the man made any such assignments, where would you go to find that information?

A. I'm afraid I don't know.

...

Q. And you, personally, have never seen any written assignment from Osho, the man, dealing with any name or mark that contained the word "Osho," correct?

A. No, I haven't.

Yogendra was also adamant that there was no organization around Osho's work:

"Well, I don't think anybody with a brain accepts instructions from Osho or anybody else, so I don't agree with that for sure... I don't think Osho would accept any kind of association with him at all. Association is to yourself and that's what he described throughout his body of work."

...

"I think what happens is you're looking for some kind of organization, and there is no organization. It looks like an organization, but actually it's fundamentally a group of individuals and everybody is on their own..." [pp. 35-36]
Yogendra went on to testify that all the centers changed their names to Osho when *Osho* asked them to. He said that centers used Osho's name through permission from him. [pp. 37-38]

2004

After OIF's own board members had admitted that OIF had no assignment of rights in "Osho" from Osho himself, OIF knew that its original story that Osho had "re-branded" his work from Rajneesh to Osho would cause them to lose the case. If Osho used His name as a trademark and then "re-branded," but never assigned anything to OIF, then OIF clearly didn't own the trademarks. OIF would have had no rights to use "Osho" superior to all the others who have used it since 1989.

When a Motion for Summary Judgment was brought by Osho Friends, partly on these grounds, OIF completely changed its story and swore that it had never told any other version. Its new story was that OIF had never claimed to have received an assignment of Osho's name. It had received an assignment of copyrights and used those copyrights to gain trademark rights. OIF said:

"Osho never owned, or professed to own any OSHO marks, and therefore Osho never could have legally conveyed any rights in the Osho marks to OIF or anyone else."

2007

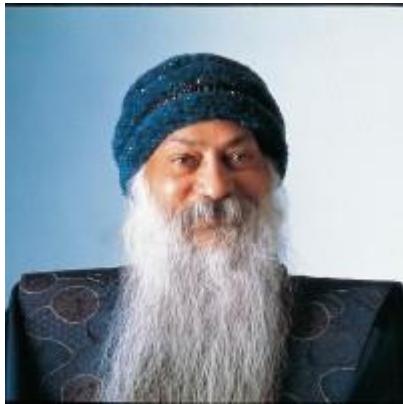
By the time Pramod was ready to testify in the trial of the US case, OIF had worked out the details of its new story. Pramod testified that Osho had never controlled the use of His name, contradicting his own earlier testimony, as well as the testimony of Anando and Yogendra. Pramod claimed that OIF, not Osho, had directed the "re-branding" from Rajneesh to Osho and that not a single center received permission from Osho to use the new name "Osho." Pramod claimed that OIF, through Global Connections had given permission. All of this testimony contradicted the earlier testimony of Anando, Pramod, and Yogendra.

Pramod also claimed that Osho had authorized an organization to control all His work since the 1970s, contradicting Yogendra's earlier testimony that there was no such organization.

In the end the US Trademark Board never reached the question of OIF's ownership of "Osho" trademarks, since it found that there was no "Osho" trademark to begin with, just a generic term to describe Osho's work and the movement around it. If this issue is ever litigated again somewhere else, it's good to realize that OIF second version of the story isn't any better than the first. If OIF only got rights in "Osho" by using the copyrights, while hundreds of centers and individuals were also using "Osho" for their own goods and services, OIF could never own exclusive rights in "Osho."

The History of Copyright Claims for Osho's Work

Posted by [Osho Friends](#) on Sep 21, 2014 in [Osho's Copyrights](#), [The history of copyright claims for Osho's work](#) | [1 comment](#)



[The History of Copyright Claims for Osho's Work](#)

Osho began giving discourses in the 1960s. By 1969 a charitable trust was set up in Bombay to support Osho's work. This trust was Jivan Jagruti Kendra (JJK), and it began to publish some of Osho's discourses in written form. These were actually small booklets containing collections of discourses. Some of those discourses were English translations of Hindi discourses. In those small booklets JJK listed itself as the copyright holder, but there's no evidence that JJK ever tried to claim ownership of Osho's copyright interests in the works. JJK may have had a copyright interest in the translations and compilations, while Osho held the copyright to the expression of ideas in the content.

In 1974 Osho moved to Pune and the ashram was set up there. As more people came to Pune a publishing department was set up and both Hindi and English discourse series were published in book form and in recordings: darshan diaries, recording Osho's meetings with individuals in the evening were also published. JJK, which had changed its name to Rajneesh Foundation (RF) in 1975, had these books printed and listed RF as copyright holder.

The books were transcribed from discourses, edited, and sometimes translated into other languages. All of these contributions make up aspects of the work that can be copyrighted. In other words, there can be several copyrights in a work. Osho owned the copyright to the expression of ideas contained in His discourse, but RF or the individuals involved may have also owned an interest in compilations, translations, and extensive editing. Whether. The question is, whether a charitable trust owns the work of volunteers—some of them Indian citizens and some foreign visitors—that is financed by the trust and done under the auspices of the trust. Even if the answer is no, it seems fairly obvious that RF thought it owned those rights and claimed copyrights in the work. There is a copy of a 1978 document where Osho clarifies RF's rights to His interests in the books. If this was an authentic document (no original is available) it indicates that RF was well aware that it didn't own Osho's share of the copyrights and sought an agreement with Him so that it could publish and license out the works to other publishers. RF then began to license rights to some major American publishers, and these books gave Osho a much larger profile in the West.

In the early 1980s Osho agreed to go to the USA for a rest that would improve His health.

Osho returned to the ashram in Pune for the last years of His life.

OIF, Zurich claims that Osho either transferred the publishing licensing agreement He had with RF to RFI or agreed to RF's transfer of that license to RFI. Given that Osho had every intention of returning to India, it's very unlikely that He would have agreed to shift the center of publishing from India to the USA.

During the four years of Rajneeshpuram, USA, people there participated in creating books from Osho's discourses, including transcribing, translating, and editing extensively. Under US law, which applies to the activities in Rajneeshpuram, any rights in the books from these activities belonged to the individuals who did the work, unless they had signed valid work-for-hire agreements with someone before the work was done. There is no evidence that work-for-hire agreements were signed.

Nonetheless, RFI might have thought it did own some rights. In any event, RFI continued RF's practice of listing itself as the copyright holder. When the Rajneeshpuram collapsed in 1985, RFI transferred any rights it had to Rajneesh Foundation Europe (RFE later in 1990 after Osho left the body, changed to Osho International Foundation [OIF Zurich]).

After Rajneeshpuram the situation of who was claiming copyrights became more complicated. There are reports that when Osho returned to India He asked that the publishing of His work should be centered in India, and that any claim that rights had been transferred to the US be withdrawn. This report is supported by several facts. First, no originals have been produced of the documents purporting to transfer rights to the USA, so they might have been destroyed. Second, during Pune II, the period of time between when Osho returned to Pune and when He left His body, several Indian entities claimed to own the copyrights in Osho's work. As Osho saw those publications He was probably aware of these claims.

OIF claimed in the US trademark case that Osho saw books of His discourses that had been published, and so He would have seen that OIF was claiming copyrights. This is not necessarily true at all. After 1985 the then Rajneesh Foundation Europe changed its name to Neo-Sannyas International. Around the same time Rajneesh Foundation in India also changed its name to Neo-Sannyas International. The books published after 1985 listed Neo-Sannyas International as the copyright holder, but gave no indication whether the reference was to the Indian or the Swiss foundation. The Indian foundation might have been relying on the claimed 1978 license from Osho in claiming copyrights.

At the same time that one or both of the entities named Neo-Sannyas International were claiming copyrights for the books, Tao claimed to own all of Osho's work that appeared in the English and Hindi *Rajneesh/Osho Times*. We have no documents that would support these claims, but that doesn't mean that they didn't exist. The point is that, given all these claims from Indian entities, Osho had no reason to think that a Swiss foundation was claiming exclusive ownership of all His copyrights.

In 1991, after Osho had left the body, Neo-Sannyas International changed its name to Osho International Foundation (OIF). Around the same time a new charitable trust was set up in India, also called Osho International Foundation. For several years books were published listing OIF as the copyright holder, without indicating if this was the Indian or Swiss entity. Tao Publishing also continued to claim ownership of the copyrights for some time. All of this is pointless in the sense that since there's no evidence Osho ever transferred ownership of this copyrights to anyone else, none of these claimants actually owned **Osho's** share of the copyrights in the works

anyway. This is relevant, though, because it shows that there's no evidence that Osho had any idea at all that the Swiss foundation Neo-Sannyas, as opposed to the Indian Neo-Sannyas International, was claiming to own any rights in published works. OIF, Zurich's assertion that Osho knew about and approved its copyright claims is completely without support.

Document 1

Posted by [Osho Friends](#) on Sep 24, 2014 in [Documents 1](#), [Osho's Copyrights](#), [What documents are OIF relying on?](#) | [0 comments](#)



Document 1

Document 1 was allegedly signed by Osho in India in 1978. No original of this document is known to exist and no living person can authenticate a copy, as both Osho and Laxmi have left the body. Unless it can be authenticated, this document can't be used in court to support any claim to copyright ownership. This document is on file with the US Library of Congress and is a public record.

The 1978 document purports to be a conditional license for exclusive publishing rights in possibly eight of Osho's early works. The document was filed with the US Library of Congress with a list of eight titles. The list of titles appears on RFI stationary, therefore the list was created later and was clearly not part of the purported agreement in 1978. It was filed with an affidavit signed by Ma Anand Sheela and dated May 26, 1985. Sheela claimed to be acting under a power of attorney from Osho (which she probably had at that time) and swore that this list was an exact copy of the list Osho provided to RF in 1978.

Document 1 required Osho to give RF a list of titles He was including in the license. Paragraphs 4 and 8 of Document 1 say:

4. The Declarant has given to the Trust a List of the books, articles and writings so far written by the Declarant and shall as and when any further books and articles are written, or any speeches are delivered, he shall furnish copies thereof to the Trust to enable them to publish the same as aforesaid.

...

8. The Declarant hereby reserves the right to decline to give right for publication of any future book or writing hereafter written by him.

The only evidence of the list Osho might have produced under Document 1 is the list produced by Sheela in 1985. We don't have any records of later works, if any, Osho chose to include in the license to RF. Paragraph 8 makes it clear that Osho did not transfer rights in His future works to RF in 1978, since this purported agreement specifically reserves the right for Osho to include each future work by passing the title to RF or exclude it from the license.

What Titles?

Since the list contained only eight titles, this was an admission by RFI that Osho had not included most of the material He had already spoken in the alleged license to RF. By 1978 Osho had delivered more than 49 discourse series in English (See Osho English Discourse Series Spoken Before the Alleged 1978 Document Was Signed)

and many others in Hindi, as well as material for several books of talks to individuals in evening sessions. If Osho was licensing only eight discourse series to RF in 1978, that document clearly did not cover most of His work up to that date. This is yet another proof that Osho did not transfer ownership of all His copyrights to RF. The discourse series Osho delivered before the date of the 1978 document that do not appear on Sheela's list could never be covered by any chain of title that relies on the 1978 document.

The titles Sheela listed were:

*The Mustard Seed/ Am The Gate*202 *The Inward Revolution* *The Silent Explosion* *Dynamics of Meditation* *No Water, No Moon* *Seeds of Revolutionary Thought*

The titles 202, The Inward Revolution, The Silent Explosion, and Dynamics of Meditation, don't appear on English discourse lists. They are likely compilations of early talks. Only four of the titles listed were English discourse series.

Because OIF, Zurich got all the rights it has from RFI, USA it is bound by RFI's admission that the 1978 document covered only eight titles. The list of titles is accompanied in the US Library of Congress filing by an affidavit from Sheela dated 1985, yet RFI failed to list any other titles that Osho had added to the license between 1978 and 1985.

What Rights?

The 1978 document grants only publishing rights. Part of the introduction to the grant of rights says:

The said Books, Discourses, Lectures, Pamphlets, Papers and Tape Records are, in the premises, the property of the said Trust;

The Trustees of the said Trust have requested the Declarant to make this Declaration so as to enable the Trust to establish its title in the said Books, Lectures, Pamphlets, Papers and Tape Records.

In other words, though RF may have owned the physical books and tape recordings, it didn't own the intellectual property rights acquired by Osho through creating the work. The foundation was asking Osho to make clear what rights RF has in those intellectual property rights. In response, Osho (allegedly) says:

I say the exclusive printing and publishing rights in the said Books, Articles, Speeches, Writings and other Works heretofore written or delivered as the case may be by the Declarant and the Books, Articles, Speeches, Writings and other Works to be hereafter written or delivered by the Declarant (hereinafter referred to as "the said Works"), have or shall be the property of the said Trust. The Trust has agreed to the conditions hereinafter appearing as regards the said Works. (Emphasis added.)

The important legal question—assuming this document could ever be legally authenticated—is whether this language transfers Osho's copyright ownership in the works to RF, India. The answer is a decided no, and that's because of the last sentence (in italics here), in addition to other parts of the document. The first sentence is a little bit ambiguous; is Osho granting just printing and publishing rights or something more? The question is answered in the last sentence. When copyrights are transferred there can be no conditions to the transfer. When

material is licensed, such as for printing and publishing, the copyright owner can impose conditions. If there are conditions, as there clearly are here, there can be no transfer of copyright ownership.

Copyrights are really a bundle of rights that include things like the right to publish, the right to quote, the right to use in compilations, the right to revise, the right to market. A copyright holder can transfer a part of those rights to others, in fact, most authors do.

A copyright includes the right to print and publish a work. Any writer who is published by a publishing company transfers those rights to the publisher, usually for a specified geographical area for a limited time. For example, I might transfer publishing rights in a book in the US, Canada, and Great Britain to Random House for a period of five years. That's standard procedure in the publishing business. Random House won't publish my book unless I give them those rights.

When I sign a publishing agreement, legally I'm giving the publisher a license to publish my work subject to conditions or limitations. In this example the limitations are the geographical areas and the time period. The important thing about a license is that I still own all the rights, even the rights I'm licensing. I get them back after the license has run its course or if the conditions of the license are violated.

A transfer of copyright ownership, on the other hand, is a complete transfer of all copyright interests in the material and can't be taken back. If I transfer legal ownership of something to another person, I lose all control over that property. For example, if I sell you my car I can't tell you who can drive it and what kind of insurance you have to maintain, how often you have to change the oil, and so on. The car isn't mine anymore and I have no further legal right to impose any controls on how you use it. On the other hand, if I lease or rent my car to you, I retain ownership rights in the car. I transfer rights to use the car to you, so you have some temporary rights in the car, but I retain ownership and the right to impose control. Now I can tell you how to use, maintain, and insure the car. The car is mine, and if you don't comply with my conditions, I can take the car back from you.

The same is true of copyrights. If I grant a license to publish I am, in a sense, leasing my copyrights to the publisher, and I will get those rights back eventually. If an agreement related to copyrights sets conditions and limitation, then, it is clear that the document is not transferring ownership. For that reason, the 1978 document can only be a license.

This conclusion is further confirmed by paragraph 8 (reserving all future rights), quoted above, and paragraph 12: Should the Trust at any time wilfully fail to fulfill or to comply with any of the conditions herein contained, the Licence to publish the said Works shall thereupon determine [end] and the Declarant shall be free to grant Licence to any other person to print and publish the same.

This makes it absolutely clear that Osho, if He signed this document, was not transferring His full copyrights to RF, but giving RF a license specifically conditioned on fulfilling certain requirements that are set out in the agreement. These requirements include usual things like payment of publishing costs, notice requirement, and presentation copies, but they also include a very specific condition about translations and abridgments (i.e. compilations). Paragraph 5 says:

The Trust shall have the sole and exclusive right of publishing, republishing and producing in any part of the world the said Works and all translations, abridgments and licenses for the said purposes PROVIDED HOWEVER no translation or abridgment shall be made except with the written consent of the Declarant and on

the terms imposed by him and all such grants shall be subject to this Declaration...

As we saw above, paragraph 12 of this document says that the publishing license shall end if these conditions are not met. OIF has purported to approve the publication of many compilations. So, if OIF ever had any publishing rights under this document, OIF has violated this provision many times and those rights, if any, would most likely have ended.

An agreement dated 1978 and allegedly between Osho and Rajneesh Foundation (RF) in India.

Copyright
Office
of the
United
States

THE
LIBRARY
OF
CONGRESS

Certificate of Recordation

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT WAS RECORDED IN THE COPYRIGHT OFFICE ON THE DATE AND IN THE PLACE SHOWN BELOW.

THIS CERTIFICATE IS ISSUED UNDER THE SEAL OF THE COPYRIGHT OFFICE.

DATE OF RECORDATION



OFFICIAL SEAL

Donald C. Luman

Acting
Register of
Copyrights and
Assistant
Librarian for
Copyright
Services

5 JUN 85
VOLUME PAGE

2095 166
VOLUME PAGE

2095 172
VOLUME PAGE

Certificate of Recordation
6-702 November 1984 15-000

Osho Friends Int'l v. Osho Int'l Foundation
Opposition No. 121,040 et al.
Exhibit Offered by Osho Int'l Foundation

Steeg Decl. Exhibit 1



Ma Anand Sheela
M.M., D.P.H.M., D.L.H.M., D.D.M.U., Acharya

CERTIFICATION

I, Ma Anand Sheela, acting under power of attorney from Bhagwan Shree Rajneesh, certify that I have compared the attached document signed by Bhagwan Shree Rajneesh and dated July 28, 1978, to the original, and have found it to be a true and exact copy.

I also certify that the list of the titles attached to this document are among the writings referred to therein.

Dated this 21st day of May, 1985

MA ANAND SHEELA

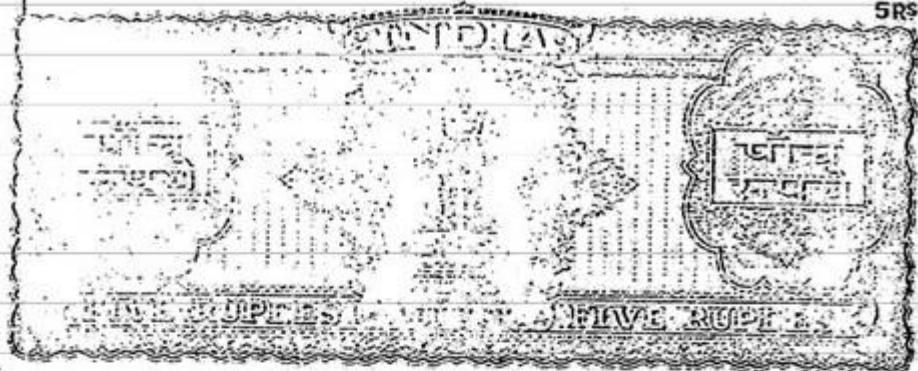
Sworn to and subscribed before me this 26th day of May, 1985.

J. J. Steeg, Esq.
NOTARY PUBLIC
My Commission Expires: 6/15/91

10055 Grove, Beaverton, Oregon 97074 USA • 503/648-0343

Osho Friends Int'l v. Osho Int'l Foundation
Opposition No. 121,040 et al.
Exhibit Offered by Osho Int'l Foundation

Steeg Decl. Exhibit 1



506 - 16 FEB 1978

CHENNAI
KODUNGALUR

Date

506
Postage Stamp of Rs.
One Rupee

43 DEWAR & CO.
MADRAS
MADRAS
PRINTERS
AND
PUBLISHERS

Steeg

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, BHAGWAN SHREE RAJNEESH, Indian inhabitant (hereinafter referred to as "the Declarant") SEND GREETINGS:

WHEREAS:

- i) By an Indenture of Trust dated the 11th day of June 1969, a charitable Trust was formed known as "Jeevan Jagruti Kendra" (which name was changed to "Rajneesh Foundation" by court order dated 23 October 1975) for the charitable objects therein mentioned (hereinafter referred to as "the said Trust");
- ii) The said Indenture of Trust dated the 11th

...2

- 2 -

day of June 1969, inter alia provided that Acharya Shree Rajneesh (the Declarant above-named) shall be the Advisor of the said Trust for his life;

- iii) Under the auspices of the said Trust, the Declarant has composed and delivered discourses, lectures, and has also written and published books, pamphlets, papers on various philosophical, metaphysical and cultural matters touching human problems or relations which are published in English and/or Hindi language and some of which are also translated and published in Gujarati or Marathi languages and which have also been recorded with the aid of Tape Recorders or other recording devices;
- iv) The said Books, Discourse, Lectures, Pamphlets, Papers and Tape Records are, in the premises, the property of the said Trust;
- v) The Trustees of the said Trust have requested the Declarant to make this Declaration so as to enable the Trust to establish its title in the said Books, Lectures, Pamphlets, Papers and Tape Records.

NOW I the said BHAGMAN SHREE RAJNEESH HEREBY
DECLARE AND STATE as follows:-

1. I say the exclusive printing and publishing rights in the said Books, Articles, Speeches, Writings and other Works heretofore written or delivered as the case may be by the

...3

- 3 -

Declarant and the Books, Articles, Speeches, Writings and other Works to be hereafter written or delivered by the Declarant (hereinafter referred to as "the said Works"), have or shall be the property of the said Trust. The Trust has agreed to the conditions hereinafter appearing as regards the said Works.

2. The Trust shall give all such information and particulars as the Declarant may require from time to time in respect of the publication of the said Works. The publishers shall publish the said Works at their own cost.

3. The Declarant shall deliver to the Trust the completed typescript of the Works and the Trust shall print, produce, publish and sell the works at its own cost and expenses in such manner and style and at such prices as the Trust may at its discretion deem fit.

4. The Declarant has given to the Trust a List of the books, articles and writings so far written by the Declarant and shall as and when any further books and articles are written, or any speeches are delivered, he shall furnish copies thereof to the Trust to enable them to publish the same as aforesaid.

5. The Trust shall have the sole and exclusive right of publishing, republishing and producing in any part of the world the said Works and all translations, abridgements and selections in any of the languages whatsoever and/or grant licences for the said purposes PROVIDED HOWEVER no translation or abridgement shall be made except with the written consent of the Declarant and on the terms imposed by him and all such grants shall be subject to this Declaration. The Declarant shall not publish or cause to be published in any part of the world any copy of the Works or any translation, abridgement or selection thereof. The entire control and right of publication, production, publicity and sales shall remain

- 4 -

with the Publishers who will be entitled to all emoluments and profits thereof.

6. The Trust shall, at its own risk and expenses, and at the convenience, produce and publish the said Works and push the sale of the same. The production, publication, publicity and sale of the said Works shall be controlled entirely by the Trust and it shall have full right and authority to republish and produce all such Works either by itself or through its agents in any part of the world.

7. The Trust has agreed to deliver to the Declarant free of charge 3 presentation copies of the Works when ready.

8. The Declarant hereby reserves the right to decline to give right for publication of any future book or writing hereafter written by him.

9. The Trust shall not publish or authorise anybody to publish any abridgement of any of the Works of the Declarant except with the consent in writing of the Declarant.

10. The Trust has undertaken to see that the proofs of the said Works are properly corrected and revised.

11. The Trust has agreed that the name of the Declarant as the Author shall appear in its customary form in due prominence on the title page and on the binding of every copy produced, and on all advertisements of the Books issued by the Trust or their Agents or licensees.

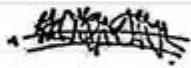
12. Should the Trust at any time wilfully fail to fulfill or to comply with any of the conditions herein contained, the Licence to publish the said Works shall

...5

- 5 -

thereupon determine and the Declarant shall be free to grant Licence to any other person to print and publish the same.

13. The Declarant hereby authorises Rajneesh Foundation to use his portraits, photographs, sketches, statues and other visual images, as well as his name; and he consents to such use by the Foundation on any article, such as books, publications, tapes and any other object or product related to his person.

Solemnly Declared by the)
within named Author)
BHAGWAN SHREE RAJNEESH) 
this 28th day of July 1978.)

RAJNEESH FOUNDATION
INTERNATIONAL



VOL. 2095 PAGE 172

P.O. Box 9, Rajneeshpuram, Oregon 97741, USA
(503) 489-3301

List of titles referred to in the attached document

The Mustard Seed

I Am The Gate

202

The Inward Revolution

The Silent Explosion

Dynamics of Meditation

No Water, No Moon

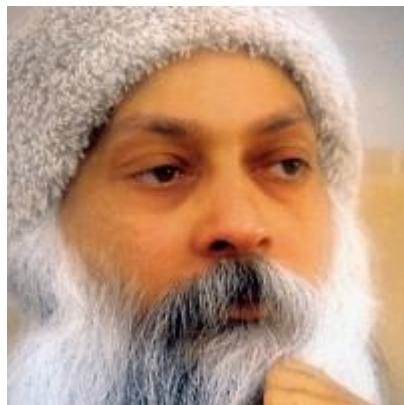
Seeds of Revolutionary Thought

Osho Friends Int'l v. Osho Int'l Foundation
Opposition No. 121,040 et al.
Exhibit Offered by Osho Int'l Foundation

Steeg Decl. Exhibit 1

Document 2

Posted by [Osho Friends](#) on Sep 24, 2014 in [Documents 2](#), [Osho's Copyrights](#), [What documents are OIF relying on?](#) | [0 comments](#)



Document 2

The second document OIF relies upon is very similar to the first, except in it Osho purports to assign the exact same rights to RFI (then Chidvilas Rajneesh Meditation Center) in the US as He already assigned to RF in India. This second document was allegedly signed in India on April 1, 1981. It has been filed with the US Library of Congress and is a public record. We don't know if an original of this document exists, but if an alleged original is ever produced it should be carefully and professionally checked for authenticity to make sure the signature is really Osho's.

If this document is authentic, it provides more proof that neither this document nor the first are copyright assignments. If the alleged 1978 document was an assignment of all Osho's present and future copyrights, as OIF now claims, then Osho would have nothing to assign to RFI in 1981. If Osho signed this document in 1981, signing it indicated that He believed He still owned copyrights to license. It also indicated that He had ended the publishing license with RF sometime between 1978 and 1981, so that He was now free to license to another foundation.

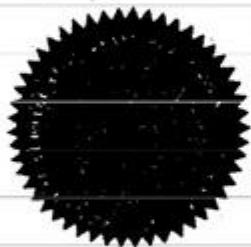
No list of titles from Osho accompanied this document when it was filed with the US Library of Congress, so we have no way of knowing what, if any, titles were supposedly included in this new license to RFI. Because RFI filed this document with the US Library of Congress as an alleged attachment to Document 3, and because Document 3 claimed to transfer only rights gained under Document 1 (at most eight titles), this is most likely an admission by RFI that Document 2 transferred publishing rights in only eight titles. This would mean that even if both Documents 1 & 2 were found to be authentic, they could concern, at most, the eight titles listed by Sheela for Document 1.

An agreement dated 1981 allegedly between Osho and Chidvilas Rajneesh Meditation Center in New Jersey. This entity later operated as Rajneesh Foundation International (RFI) on the Ranch in Oregon.

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LIBRARY OF CONGRESS
Copyright Office
of the United States
WASHINGTON, D.C.

THIS IS TO CERTIFY THAT THE ATTACHED
IS A TRUE COPY OF THE INSTRUMENT RE-
CORDED IN THE COPYRIGHT OFFICE REC-
ORDS IN VOLUME 1939



PAGE(S) 473-479

IN TESTIMONY WHEREOF,
THE SEAL OF THIS OFFICE IS
AFFIXED HERETO ON

ON October 26, 1982

November 17, 1982

Diane Ladd

REGISTER OF COPYRIGHTS

Osho Friends Int'l v. Osho Int'l Foundation
Opposition No. 121,040 et al.
Exhibit Offered by Osho Int'l Foundation

Steeg Decl. Exhibit 1

C-447 October 1980-2000



Register of Copyrights
and
Assistant Librarian
for
Copyright Services

Date of Recordation
26 Oct 82
Volume
1939
Page
473-479
Certification A: May 1981 - 30,000

CERTIFICATION

I, Asha Freytag, formerly known as Asha Sipus, am Vice-President and a duly authorized representative of Rajneesh Foundation International, formerly known as Chidvilas Rajneesh Meditation Center.

I certify that I have compared the copy of the General Assignment of Copyright between Rajneesh Foundation and Chidvilas Rajneesh Meditation Center dated April 1, 1981, which has been filed with the Copyright Office, to the original and have found it to be a true and exact copy.

Dated this 21st day of October, 1982.

Ashe-Anytag

Asha Freytag
Vice-President
Rajneesh Foundation International

STATE OF OREGON) } ss.
County of Wasco)

Subscribed and sworn to before me on this 21st day of
October, 1982, by Asha Freytag.

Mary Ann Price
Notary Public for Oregon
My commission expires: May 3, 1986

Osho Friends Int'l v. Osho Int'l Foundation
Opposition No. 121,040 et al.
Exhibit Offered by Osho Int'l Foundation

Steeg Decl. Exhibit 1

1. Meditation-Center. Chidvilas Rajneesh Meditation Center has agreed to the conditions hereinafter appearing as regards the said Works.

2. Chidvilas Rajneesh Meditation Center shall give all such information and particulars as the Declarant may require from time to time in respect of the publication of the said Works. The publishers shall publish the said Works at their own cost.

3. The Declarant shall deliver to Chidvilas Rajneesh Meditation Center the completed typescript of the Works and Chidvilas Rajneesh Meditation Center shall print, produce, publish and sell the Works at its own cost and expenses in such manner and style and at such prices as Chidvilas Rajneesh Meditation Center may at its discretion deem fit.

4. The Declarant has given to Chidvilas Rajneesh Meditation Center a List of the books, articles and writings so far written by the Declarant and shall as and when any further books and articles are written, or any speeches are delivered, he shall furnish copies thereof to Chidvilas Rajneesh Meditation Center to enable them to publish the same as aforesaid.

5. Chidvilas Rajneesh Meditation Center shall have the sole and exclusive right of publishing, republishing and producing in any part of the world the said Works and all translations, abridgements and selections in any of the languages whatsoever and/or grant licences for the said purposes PROVIDED HOWEVER no translation or abridgement shall be made except with the written consent of the Declarant and on the terms imposed by him and all such grants shall be subject to this Declaration. The Declarant shall not publish or cause to be published in any part of the world any copy of the Works or any translation, abridgement or selection thereof. The entire control and right of publication, production, publicity, and sales shall remain with the Publishers who will be entitled to all emoluments and profits thereof.

6. Chidvilas Rajneesh Meditation Center shall, at its own risk and expenses, and at the convenience, produce and publish

cont....

page 2 of 4

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the said Works and push the sale of the same. The production, publication, publicity and sale of the said Works shall be controlled entirely by Chidvilas Rajneesh Meditation Center and it shall have full right and authority to republish and produce all such Works either by itself or through its agents in any part of the world.

7. Chidvilas Rajneesh Meditation Center has agreed to deliver to the Declarant free of charge three (3) presentation copies of the Works when ready.

8. The Declarant hereby reserves the right to decline to give right for publication of any future book or writing hereafter written by him.

9. Chidvilas Rajneesh Meditation Center shall not publish or authorize anybody to publish an abridgement of any of the Works of the Declarant except with the consent in writing of the Declarant.

10. Chidvilas has undertaken to see that the proofs of the said Works are properly corrected and revised.

11. Chidvilas Rajneesh Meditation Center has agreed that the name of the Declarant as the Author shall appear in its customary form in due prominence on the title page and on the binding of every copy produced, and on all advertisements of the Books issued by Chidvilas Rajneesh Meditation Center or their agents and licensees.

12. Should Chidvilas Rajneesh Meditation Center at any time wilfully fail to fulfill or to comply with any of the conditions herein contained, the Licence to publish the said Works shall thereupon determine and the Declarant shall be free to grant Licence to any other person to print and publish the same.

13. The Declarant hereby authorizes Chidvilas Rajneesh Meditation Center to use his portraits, photographs, sketches, statues and other visual images, as well as his name, and he

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consents to such use by Chidvilas Rajneesh Meditation Center on any article, such as books, publications, tapes and any other object or product related to his person.

Solemnly Declared by the
within-named Author
BHAGWAN SHREE RAJNEESH

this 1st day of April, 1981

Page 4 of 4

OIF002826

Exhibit 10 to Plaintiff's Memorandum
in Support of Summary Judgment

Osho Friends Int'l v. Osho Int'l
Foundation
Opposition No. 121,040 et al.

Document 3

Posted by [Osho Friends](#) on Sep 24, 2014 in [Documents 3, Osho's Copyrights](#) | [0 comments](#)



Document 3

The third document OIF relies on completely contradicts the second and is not credible for several reasons.

Document 3 purports to be a transfer of copyright from RF in India to RFI in the US, dated April 1, 1981. We don't know if originals of this document are available. It appears to be signed by Yogend??? Manu? on behalf of Rajneesh Foundation and Asha Sipus on behalf of Chidvilas.

This document specifically claims (in the introduction) to transfer rights that RF got from Osho through Document 1. As we've already seen, RF did not get any copyright ownership through the 1978 document (assuming the 1978 document is valid). At most RF got a conditional exclusive right to publish eight works. Document 3 says in the first paragraph:

The Foundation [RF] assigns to Chidvilas [later RFI] all the Foundation's right, title, and interest in all existing and future works of Bhagwan Shree Rajneesh...

This means that RF gave RFI what it got from Osho and nothing more. In this third document RF claims it has copyrights, but that assertion means nothing. RF has only what Osho gave it (if anything). If you loan me your car and I go around telling people it's my new car, that doesn't make it so. I have only the rights in the car that you gave me. The same is true here. RF could have given RFI only what Osho gave RF. Assuming both Documents 1 and 3 are authentic, that would be a conditional exclusive license to publish at most eight works.

This third document is questionable for several reasons. The first is that it completely contradicts the document allegedly signed by Osho in 1981 (Document 2). The 1981 Osho document claims that Osho still owns the copyrights and has the power to license publishing rights to RFI. This would only be possible under the 1978 document if Osho had already ended the license to RF. If Osho had ended the license to RF before April 1, 1981, RF had nothing at all to transfer to RFI on that date.

The 1981 RF document (document 3), on the other hand, claims that RF owns the present and future copyrights and has the power to assign those rights to RFI in 1981. This claim and the claim of Osho to own His copyrights in 1981 can't both be true, and it's unlikely that these documents would have been drafted in this contradictory way if they were drafted at the same time.

The dates on the documents claim that they were both signed on the same day, April 1, 1981, while Osho and Manu were in India and Asha was in New Jersey, which is pretty much logically impossible, given the

technology available in 1981. It's much more credible that the 1981 Osho document (document 2) was created (whether or not actually signed by Osho) and circulated in 1981.

At some point someone may have realized that having Osho sign (or purporting to have Him sign) two versions of the same "assignment" document would prove that the documents were not assignments at all, but licenses. If document 2 was already in circulation, the only hope was to create a second alleged assignment from RF and date it the same day as the first 1981 document, in the hope of confusing things.

This ploy might save face a bit, but it can't be legally effective. The language of the 1978 document is still clearly the language of a license, not an assignment of copyright ownership, and no claims by RF to own a copyright could change that. RF couldn't have transferred copyrights in 1981 because it didn't get copyrights in 1978. At most RF got a license to publish eight works, and the purported 1981 Osho document (if authentic) indicated that Osho believed He had ended that license prior to April 1981.

There's also another suspicious aspect to the 1981 RF document (document 3). It tries to incorporate the alleged 1981 Osho document (document 2 [link]) into document 3 by claiming document 2 is an attachment to document 3:

There are several problems with this. First, the 1981 Osho document (document 2) isn't a declaration agreeing to an assignment by RF. It purports to be a license from Osho, who clearly believes He still owns the rights to His work. Second, Osho would only be licensing to RFI if He thought the license with RF was already ended. Third, if Osho had really assigned ownership of all copyrights to RF in 1978, He wouldn't need to agree to the assignment. He would only need to agree if RF was assigning rights under a license. A licensor (the person granting a license) has a right to prevent a licensee (the one receiving the license) from transferring the license to someone else without permission. So, the inclusion of permission from Osho is an indication that RF knew it could only transfer rights (if any) under a license.

An agreement dated 1981 allegedly between Rajneesh Foundation in India and Chidvilas Rajneesh

Meditation Center [RFI] in the US.

GENERAL ASSIGNMENT OF COPYRIGHT

THIS AGREEMENT is made between RAJNEESH FOUNDATION, a Charitable Trust, 17 Koregaon Park, Pune 411 001, India (hereinafter referred to as the "Foundation") and CHIDVILAS RAJNEESH MEDITATION CENTER, a non-profit corporation, 154 Valley Road, Montclair, New Jersey, U.S.A. (hereinafter referred to as "Chidvilas").

By virtue of a declaration of Bhagwan Shree Rajneesh dated the 28th day of July, 1978, the Foundation is the exclusive owner of the copyrights in all books, articles, speeches, writings and other works written or delivered by the said Bhagwan Shree Rajneesh, except in so far as the Foundation has assigned any interest in one or more of such works to any other person or organization.

Both the Foundation and Chidvilas are non-profit organizations whose main purpose is to spread the teachings of Bhagwan Shree Rajneesh. To further that purpose the Foundation is executing this assignment in consideration of Chidvilas's agreement to adhere to said purpose.

Bhagwan Shree Rajneesh agrees with the Foundation's desire to the above mentioned assignment of copyright and has signed a declaration to this effect, a copy of which is attached and marked as Exhibit "A".

THEREFORE:

1. The Foundation assigns to Chidvilas all the Foundation's right, title, and interest in all existing and future works of Bhagwan Shree Rajneesh any translations, abridgements, selections, compilations, derivations, and reproductions in any form whatsoever of said works, and the copyrights therein, and all the profit, benefit and advantage to be derived from printing, publishing and reproducing the same in any form.

whatsoever for the entire period for which copyright exists and for any renewal thereof, with full power and authority to apply for and receive the renewal and extension thereof.

2. The parties agree that this agreement is binding upon their respective executors, administrators, heirs, and assigns.

3. The parties agree that should any dispute arise under this agreement which is not capable of mutual resolution by the parties, then jurisdiction shall be at the option of Chidvilas, or its assigns.

IN WITNESS WHEREOF we have set our hands this 1st day of April, 1981.

Signed for and on behalf of
Rajneesh Foundation

Yogenjiu Manu
Title Maurice Trotter

Witness G. A. Muk
Address 17 Keweenaw

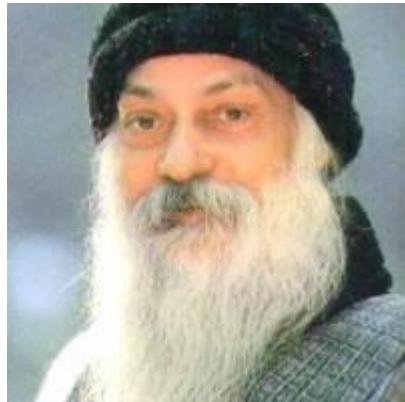
Dawn Trotter
Occupation White Works

Signed for and on behalf of
Chidvilas Rajneesh
Meditation Center

Osho Sajna
Title Trustee
Witness Pamela Sherman
Address 156 Valley Rd
Montclair NJ
Occupation Secretary

Document 4

Posted by [Osho Friends](#) on Sep 24, 2014 in [Documents 4](#), [Osho's Copyrights](#) | [0 comments](#)



Document 4

Just over four years after the second and third documents were allegedly signed in 1981, the operations of RFI in Oregon came to a halt, and RFI purported to transfer the rights it received under the 1981 transfer from RF (document 3) to RFE [later OIF]. This document is dated November 23, 1985, and was signed by Ma Prem Arup (a/k/a Garimo, Maria Ackerman) and Ma Anand Suranga. It has been filed with the US Library of Congress and is a public record. We don't know if an original of this exists, but if it does, it's most likely authentic.

If this document can be authenticated, the question is what, if any, rights would it have transferred to OIF, Zurich? The answer is probably none at all. If the 1981 document allegedly signed by Osho could be authenticated, it might have granted RFI exclusive publishing rights in unidentified works, or in the eight works allegedly listed in the 1978 document.

Even if RFI did receive a license for exclusive publishing rights for some identifiable works from Osho (or in eight works), it had no legal right (under the law of Oregon) to transfer that license to OIF without Osho's permission and consent. There was no pretense of getting Osho's permission for the alleged 1985 transfer. It's not even clear if Osho ever knew about this alleged transfer. The failure of Osho to consent to this license transfer means that any transfer attempt would be invalid and ineffective. Without permission from Osho, no publishing license would have transferred to OIF.

If the alleged 1981 Osho document (document 2) can't be authenticated, then OIF would have to rely on the 1981 RF document (document 3). That would require proving that RF owned some rights it could transfer in 1981, which would mean authenticating the alleged 1978 license from Osho to RF. (Since no original is known to exist, this can't be done.) RF had nothing to transfer unless it can prove it owned something based on an authentic 1978 document. However, since the 1978 document was clearly a publishing license in at most eight works, and because there is no consent to a license transfer from Osho for the license for those eight works, document 3 would most likely have transferred nothing to RFI. That would mean that RFI had nothing to give to OIF in 1985. If OIF can authenticate the documents allegedly signed by Osho, the most OIF could have gotten from the 1985 transfer from RFI was a conditional exclusive license to publish eight works. This is all OIF received because that's all Osho purportedly gave in 1978, and the whole claim is based on that first document. The 1985

document says that RFI will provide OIF with titles, but doesn't mention any proof of what titles Osho included or withheld from a publishing license during the years RFI might have held a license.

An agreement dated 1985 allegedly between RFI and Rajneesh Foundation Europe (RFE) in Switzerland, which later became Osho International Foundation (OIF).



13373 Acc3

GENERAL ASSIGNMENT OF COPYRIGHT

This Agreement is made between RAJNEESH FRIENDS INTERNATIONAL (hereinafter "RFI"), whose address is P.O. Box 9, Rajneeshpuram, OR. 97741, and RAJNEESH FOUNDATION OF EUROPE (hereinafter "RFE"), whose address is Baumackerstrasse 42, Zurich, Switzerland.

WHEREAS:

1. RFI, a non-profit religious and charitable corporation, was incorporated in 1977 under the name CHIDVILAS RAJNEESH MEDITATION CENTER for the purpose of spreading the religious teachings of Bhagwan Shree Rajneesh. In furtherance of that purpose, RFI has distributed books, audio tapes, and video tapes of the discourses of Bhagwan Shree Rajneesh and has sponsored meditation programs, spiritual therapy workshops, and periodic religious celebrations.

2. On April 1, 1981, RAJNEESH FOUNDATION, and Indian Charitable Trust, transferred all copyrights to the words of Bhagwan Shree Rajneesh to RFI. Since that time, RFI has been responsible for overseeing the world-wide administration of all copyrights to the words of Bhagwan Shree Rajneesh. Such responsibility has included making provision for registration of the copyrights and protecting the same against infringement.

3. Rajneesh Neo-Sannyas International Commune, the group upon which RFI has principally relied to provide services and facilities required for administration of the copyrights, is now winding up its affairs. Under these circumstances, RFI no longer desires to bear the responsibility for administering the copyrights to Bhagwan Shree Rajneesh's words and desires to transfer that responsibility to another nonprofit organization having substantially similar purposes.

Exhibit 12 to Plaintiff's Memorandum
in Support of Summary Judgment

Osho Friends Int'l v. Osho Int'l
Foundation
Opposition No. 121,040 et al.

4. RFE is a non-profit organization established under the laws of Switzerland for purposes identical or substantially the same as those of RPI. RFE is willing to undertake responsibility for overseeing administration of the copyrights and is confident that Rajneesh meditation centers and communes in Europe can provide the facilities and services essential to administering the copyrights in a prudent and efficient manner.

NOW, THEREFORE:

1. RPI hereby assigns to RFE all of RPI's right, title, and interest in all existing and future words and works of Bhagwan Shree Rajneesh and any translations, abridgements, selections, compilations, derivations, and reproductions in any form whatsoever of said words and works, and the copyrights therein, and all the profit, benefit and advantage to be derived from printing, publishing, and reproducing the same in any form whatsoever for the entire period for which the copyright exists and for any renewal thereof, with full power and authority to apply for and receive the renewal and extension thereof.

2. This Agreement is binding upon the parties and their respective executors, administrators, heirs, and assigns.

3. RPI covenants with RFE that it will forthwith deliver to RFE all documentary records and titles and all master audio and video tapes and recordings pertaining to the copyrights that are in the possession or control of RPI.

4. Any controversy which shall arise between RPI and RFE regarding the rights, duties, and liabilities of either party under this Agreement shall be settled by arbitration. Such arbitration shall be conducted in Zurich, Switzerland, before one disinterested

Exhibit 12 to Plaintiff's Memorandum
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arbitrator, if one can be agreed upon; otherwise, before three disinterested arbitrators: one named by RFI, one named by RFE, and one named by the two thus chosen. The arbitrator(s) shall determine the controversy in accordance with the laws of Switzerland. The finding and award of the arbitrator(s) shall be conclusive and binding upon both parties.

IN WITNESS WHEREOF we have set our hands to this Agreement this 23 day of November, 1985.

RAJNEESH FRIENDS INTERNATIONAL RAJNEESH FOUNDATION OF EUROPE

By: Matthew Drury By: Ma Anand Sheela

Title: Vice President Title: President

Sivam Hanabutha
authorized signatory

Exhibit 12 to Plaintiff's Memorandum
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OIF 01157

Document 5

Posted by [Osho Friends](#) on Sep 24, 2014 in [Documents 5](#), [Osho's Copyrights](#) | [0 comments](#)



Document 5

The last document that OIF has filed with the US Library of Congress in alleged support of its copyright claims to Osho's work is a 1986 agreement between RFI and RFE [later OIF]. This is a public record and an original may be available. The document says:

1. RFI hereby assigns to RFE all of RFI's right, title, and interest in all copyrights to religious magazines and newsletters, audiotapes and videotapes of religious music and celebrations, and religious photographs, cards, posters, and other similar items, and all the profit...

...

5. Within twenty (20) days after the execution of this Agreement by both parties, RFI shall provide RFE with a schedule of all of the copyrights assigned under this Agreement...

So, what if anything, does this transfer to OIF? This agreement has nothing to do with Osho's copyrights in His work. It concerns only the rights RFI might have had in what was produced on the Ranch, such as rights in the Rajneesh Times that was published there, in photographs that were taken on the Ranch, or in music audios and videos made there.

RFI assigned the rights it owned to OIF, but that leaves the question: What interests did RFI really own in any of that? At this point in time, with many records lost, it will be very difficult for OIF to prove any specific ownership under this agreement. There were several legal entities involved in operations on the Ranch. Perhaps the most significant in this situation is the Rajneesh Neo-Sannyas International Commune (RNSIC). Most of the actual work done on the Ranch was done under the auspices of RNSIC. The people who produced newspapers, made recordings, took photographs, created cards, performed music, participated in celebrations and so on, were usually working through RNSIC in some capacity.

It will be extremely difficult at this point to determine the work status of the individuals involved. Some were members of RNSIC, legally resident in the US with a work permit. Others were visitors who were simply volunteering their time during their stay. Those visitors might have been residents of the US or of a foreign country.

Under US law a person who creates a copyrightable work while employed by another owns the rights to that work unless he or she has signed over his or her rights before the project was done in what's called a work for hire

agreement. So, in order to prove that RFI owned the creative work produced on the Ranch, OIF would have to identify the person(s) who produced the work in question and show that they had signed work for hire agreements for the work before the work was completed. If the person(s) doing the work had signed work for hire agreements with RNSIC, RNSIC also would have had to assign those copyrights in the creative work to RFI. It's very unlikely any of this happened or can be proved at this point.

So, this final agreement transfers no rights in Osho's work whatsoever, and is too vague to transfer any useable rights in other work. At best, it applies only to work produced on the Ranch and has absolutely nothing to do with work produced in Pune and elsewhere. This document has nothing to do with any works created after 1986, or in reality, 1985, since RFI stopped operations in 1985.

An agreement dated 1986 allegedly between RFI and RFE [OIF].

RECEIVED

MAY 5 REC'D

DOCUMENT SECTION

Do not write above this line.

Before you complete this form, please read the instructions on the reverse side. If additional space is needed, use white 8 1/2 x 11 inch paper.

Attachments to Cover Sheet? Yes No If so, how many? 1**To the Register of Copyrights:***Please record the accompanying original document or copy thereof.***1 NAME OF THE PARTY OR PARTIES TO THE DOCUMENT SPELLED AS THEY APPEAR IN THE DOCUMENT.**

Party 1: (assignor, grantor, etc.) Rajneesh Foundation International
 also known as Rajneesh Friends International
 and Chidvilas Rajneesh Meditation Center

Party 2: (assignee, grantee, etc.) Rajneesh Foundation
 Europe, previous name of Osho
International Foundation

2 DESCRIPTION OF THE DOCUMENT:

- Transfer of Copyright Termination of Transfer(s) [Section 304]
 Security Interest Shareware
 Change of Name of Owner Life, Identity, Death Statement [Section 302]
- Transfer of Mask Works
 Other _____

3 TITLE(S) OF WORK(S), AUTHOR(S), REGISTRATION NUMBER(S), AND OTHER INFORMATION TO IDENTIFY WORK.

Title _____ Author(s) _____ Registration Number _____ Registration Date/Year _____

See attached list

4 Document is complete by its own terms.
 Document is not complete. Record "as is."

5 Number of titles in Document: 418 6 Amount of fee enclosed or authorized to be charged to a Deposit Account: _____

7 Deposit account number: _____
 Deposit account name: _____

8 Date of execution and/or effective date of accompanying document: August 18 1986
 (month) (day) (year)

9 **AFFIRMATION:** I hereby affirm to the Copyright Office that the information given on this form is a true and correct representation of the accompanying document. This affirmation will not suffice as a certification of a photocopy signature on the document. (Affirmation must be signed.)



Klaus Steeg
Aug 18 1986

718-246 9137 Date: Aug 18 1986
 Phone Number: 718-246 9139 Fax Number: 718-246 9139

10 CERTIFICATION:

* Complete this certification in addition to the Affirmation if a photocopy of the original signed document is submitted in lieu of a document bearing the actual signature.

I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.

Klaus Steeg

Osho International Foundation

Date Authorized Agent of: 30 April 1986

Date: 30 April 1986

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Osho Friends Int'l v. Osho Int'l Foundation
 Opposition No. 121,040 et al.
 Exhibit Offered by Osho Int'l Foundation

Steeg Decl. Exhibit 1

GENERAL ASSIGNMENT OF COPYRIGHT

This Agreement is made between RAJNEESH FRIENDS INTERNATIONAL (hereinafter "RFI"), whose address is P.O. Box 9, Rajneeshpuram, OR. 97741, and RAJNEESH FOUNDATION OF EUROPE (hereinafter "RFE"), whose address is Baumackerstrasse 42, Zurich, Switzerland.

WHEREAS:

1. RFI, a non-profit religious and charitable corporation, was incorporated in 1977 under the name CHIDVILAS RAJNEESH MEDITATION CENTER for the purpose of spreading the religious teachings of Bhagwan Shree Rajneesh. In furtherance of that purpose, RFI has distributed books, audio tapes, and video tapes of the discourses of Bhagwan Shree Rajneesh and has sponsored meditation programs, spiritual therapy workshops, and periodic religious celebrations.

2. On April 1, 1981, RAJNEESH FOUNDATION, and Indian Charitable Trust, transferred all copyrights to the words of Bhagwan Shree Rajneesh to RFI. Since that time, RFI has been responsible for overseeing the world-wide administration of all copyrights to the words of Bhagwan Shree Rajneesh. Such responsibility has included making provision for registration of the copyrights and protecting the same against infringement.

3. Rajneesh Neo-Sannyas International Commune, the group upon which RFI has principally relied to provide services and facilities required for administration of the copyrights, is now winding up its affairs. Under these circumstances, RFI no longer desires to bear the responsibility for administering the copyrights to Bhagwan Shree Rajneesh's words and desires to transfer that responsibility to another nonprofit organization having substantially similar purposes.

4. RFE is a non-profit organization established under the laws of Switzerland for purposes identical or substantially the same as those of RPI. RFE is willing to undertake responsibility for overseeing administration of the copyrights and is confident that Rajneesh meditation centers and communes in Europe can provide the facilities and services essential to administering the copyrights in a prudent and efficient manner.

NOW, THEREFORE:

1. RPI hereby assigns to RFE all of RPI's right, title, and interest in all existing and future words and works of Bhagwan Shree Rajneesh and any translations, abridgements, selections, compilations, derivations, and reproductions in any form whatsoever of said words and works, and the copyrights therein, and all the profit, benefit and advantage to be derived from printing, publishing, and reproducing the same in any form whatsoever for the entire period for which the copyright exists and for any renewal thereof, with full power and authority to apply for and receive the renewal and extension thereof.

2. This Agreement is binding upon the parties and their respective executors, administrators, heirs, and assigns.

3. RPI covenants with RFE that it will forthwith deliver to RFE all documentary records and titles and all master audio and video tapes and recordings pertaining to the copyrights that are in the possession or control of RPI.

4. Any controversy which shall arise between RPI and RFE regarding the rights, duties, and liabilities of either party under this Agreement shall be settled by arbitration. Such arbitration shall be conducted in Zurich, Switzerland, before one disinterested

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arbitrator, if one can be agreed upon; otherwise, before three disinterested arbitrators: one named by RFI, one named by RFE, and one named by the two thus chosen. The arbitrator(s) shall determine the controversy in accordance with the laws of Switzerland. The finding and award of the arbitrator(s) shall be conclusive and binding upon both parties.

IN WITNESS WHEREOF we have set our hands to this Agreement this 23rd day of November, 1985.

RAJNEESH FRIENDS INTERNATIONAL RAJNEESH FOUNDATION OF EUROPE

By: Matthew Army By: Ma Anand Sheela

Title: Vice President Title: President

Swami Samarthananda
authorized signature

Exhibit 12 to Plaintiff's Memorandum
in Support of Summary Judgment

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Osho Friends Int'l v. Osho Int'l
Foundation
Opposition No. 121,040 et al.

OIF 01157