

OPERATING AGREEMENT
Between
THE SOCIETY FOR CREATIVE ANACHRONISM, INC. (SCA, INC.)
And
THE SOCIETY FOR CREATIVE ANACHRONISM, NEW ZEALAND INC.
(SCANZ)

I. Purpose

This document codifies the terms of an operating agreement between the Society for Creative Anachronism, Inc. (SCA, Inc.), a California corporation, and the Society for Creative Anachronism New Zealand Inc. (SCANZ), a New Zealand Incorporated Society.

The SCANZ shall have a separate operating agreement with the Society for Creative Anachronism, South Australia.(SCAA) an Australian Incorporated Association and shall also abide by the operating agreement between the SCAA and the SCA, Inc.

This agreement shall continue unless terminated in writing by either party, given by 1 October of that year. Such termination shall be effective on the next 1 January. This agreement shall be subject to review, revision, and readoption every two years. The effective date of readoption shall be 1 January in those years, although any change shall not be effective until ratified at the next meeting of the Boards of Directors of the SCA, Inc. and of SCANZ.

II. Financial Arrangements

The SCANZ shall pay the SCA, Inc. an affiliation fee of US\$3.00 per financial member per year, payable in the month of August.

III. Reciprocal Membership Recognition

The SCA and the SCANZ shall mutually recognize each other's members as full participants at events worldwide. SCANZ shall likewise recognize the members of other organizations similarly affiliated with the SCA, Inc.

Revocations of membership imposed by SCANZ shall be reciprocated by the SCA, Inc., and vice versa. Whenever either organization proclaims such a revocation, it must notify the other of its action so that reciprocity may be assured. The membership administration of the SCANZ will be handled according to its agreement with the SCAA but shall be wholly separate from the membership administration of the SCA, Inc.

IV. Services Provided

SCANZ shall provide its own insurance in a manner appropriate to the requirements of New Zealand law. Financial and mailing arrangements for New Zealand subscriptions to the Lochac Kingdom newsletter will be covered by the SCANZ's agreement with the SCAA.

The SCA, Inc. shall handle SCANZ members' subscriptions to any publications of the SCA, Inc., including Kingdom newsletters other than for Lochac. SCANZ members shall deal directly with the SCA, Inc. (Milpitas, CA) Registry in ordering any such subscriptions.

Should members of the SCA, Inc. so desire, they shall have the ability to subscribe to any publications of the SCANZ. Members of the SCA, Inc. or its other affiliates shall deal directly with the SCANZ in ordering such subscriptions.

V. Role of the SCA, Inc. Board of Directors

The SCA Inc. Board of Directors maintains the rules of the Society as delineated in Corpora. These rulings shall be in effect in New Zealand as elsewhere throughout the Society. Members of SCANZ shall have the same rights and opportunity to comment on proposed changes to Corpora as do members of the SCA, Inc. Such proposals shall be sent to the Kingdom Chronicler of Lochac for publication in the Kingdom newsletter as per the agreement between the SCA, Inc and the SCAA. Commentary regarding proposed changes to Corpora shall be solicited directly from the SCANZ Committee by the SCA, Inc. Board of Directors.

The above provision applies specifically to the section of the SCA Governing Documents entitled "Corpora". The other two sections of the Governing Documents, entitled "By-Laws" and "Corporate Policies of the SCA, Inc.", apply to the SCA, Inc. only. These are replaced in New Zealand by the Rules of SCANZ.

The SCA, Inc. Board of Directors shall review Banishments from the Realm and Absolute Banishments imposed by the Crown of Lochac against SCANZ members in the same manner as such sanctions against SCA Inc. members are reviewed, to ensure procedural correctness according to Corpora. Such banishments shall also be immediately reviewed by the SCANZ Committee to ensure compliance with New Zealand law. At events held under SCANZ jurisdiction, banishments shall be effective only to the extent that they are in accordance with New Zealand law, even if they have been upheld by the SCA Inc. Board of Directors. SCANZ members who have been sanctioned may appeal to the SCA, Inc. Board of Directors.

VI. Role of the SCANZ Committee

The SCANZ agrees to abide by the Corpora of the Society and the Society Officers' Policies approved by the SCA, Inc. Board of Directors, as defined in Corpora, in order to be a part of the worldwide family of the Society for Creative Anachronism. The exception shall be the Policies of the Society Exchequer and the Policies of the Society Chronicler, which shall be replaced in New Zealand by the SCANZ Financial Policies and Publication Policies, which are in accordance with the real-world laws applicable locally. Such policies will be maintained by the SCANZ Corporate officers as determined by the Committee of SCANZ.

The SCANZ Committee shall be responsible for insurance, maintenance of a current list of all SCANZ members, financial payments to the SCA, Inc., assuring the financing of New Zealand subscriptions to the Lochac Kingdom Newsletter, maintenance of the rules of SCANZ, and revocation and denial of memberships in SCANZ.

The SCANZ Committee shall comment on proposed changes to Corpora in a timely manner.

Should a provision of Corpora or Society officers' policies prove inapplicable in New Zealand due to differences between New Zealand and US Law, the SCANZ Committee shall bring said provision to the attention of the Board of Directors of the SCA, Inc. so that an exception may be duly noted or a change to Corpora or the applicable policies may be made as appropriate.

VII. Intellectual Property of the SCA, Inc.

SCANZ recognizes that the SCA, Inc., has good and valuable copyrights, trademarks, and other intellectual property. These include, without limitation, copyright on the manuals and other publications of the SCA, Inc., including officer manuals, *Tournaments Illuminated*, *Compleat Anachronist*, *The Known World Handbook*, and others. These also include, without limitation, the registered United States trademarks in "SCA" and the organizational logo (Registration Nos. 76502661 (pending) and 1,962,686), and common-law trademarks in the Kingdom insignia and officer badges.

For the duration of this agreement, SCA, Inc., grants to SCANZ the right and permission to use these copyrighted materials and trademarks in New Zealand. SCANZ is required to send one copy of any use of such materials to the SCA, Inc., for its records, unless the parties agree otherwise. If any alteration in the materials is required or requested, SCANZ shall submit such request for change, with explanation to the SCA, Inc., or in the case of

an officer manual to the appropriate Society Officer, and the recipient shall respond to the request in a timely manner. SCANZ shall not be permitted to license any of the copyrighted materials, trademarks, or other intellectual property of the SCA, Inc., without the prior written permission of the SCA, Inc.

Upon termination of this Agreement or the dissolution of SCANZ, this grant shall terminate. At no time shall ownership of any of the copyrighted materials, trademarks, or other intellectual property of the SCA, Inc., be transferred to SCANZ, but always, during the existence of this Agreement and afterwards, shall the ownership of the SCA, Inc.'s intellectual property remain solely in the SCA, Inc.