

OPERATING AGREEMENT
Between
THE SOCIETY FOR CREATIVE ANACHRONISM, INC. (SCA, INC.)
And
THE SOCIETY FOR CREATIVE ANACHRONISM, SOUTH AUSTRALIA
(SCAA)

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, South Australia (SCAA).

This agreement shall continue unless terminated in writing by either party, given by 15 May of that year. Such termination shall be effective on the next 1 July. This agreement shall be subject to review, revision, and readoption every two years. The effective date of readoption shall be 1 July in those years, although any change shall not be effective until ratified at the July meeting of the Board of Directors of the SCA, Inc., and by the Committee of the SCAA.

II. Financial Arrangements

The SCAA shall pay the SCA, Inc. an affiliation fee of US\$3.00 per member per year, payable quarterly.

III. Reciprocal Membership Recognition

The SCA and the SCAA shall mutually recognize each other's members as full participants at events worldwide.

Revocations of membership imposed by the SCAA 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 SCAA and the SCA, Inc. shall each be solely responsible for their own membership administration.

IV. Services Provided

The SCAA shall provide its own insurance, and shall be responsible for all financial and mailing arrangements for the Lochac Kingdom Newsletter. The SCA, Inc. shall handle Australian members' subscriptions to any publications of the SCA, Inc., including Kingdom newsletters other than that for Lochac. Australian 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 the newsletter of the Kingdom of Lochac or any other publications of the SCAA. Members outside Australia shall deal directly with the SCAA Registry 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 Australia as elsewhere throughout the Society. Members of the SCAA 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 Chronicler of Lochac for publication in that Kingdom's newsletter. Commentary regarding proposed changes to Corpora shall be directly solicited from the SCAA 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 Australia by the Rules of the SCAA.

The previously existing arrangement which required the SCA Inc. Board of Directors to approve SCAA rules changes and SCAA Committee nominees shall be discontinued.

The Lochac Kingdom Seneschal shall immediately report banishments imposed by the Crown of Lochac to the SCAA Committee and to the Society Seneschal. Such banishments shall be reviewed by the SCAA Committee to ensure compliance with Australian law. The SCA, Inc. Board of Directors shall then review Banishments from the Realm and Absolute Banishments imposed by the Crown of Lochac to ensure procedural correctness according to Corpora. SCAA members who have been sanctioned may appeal to the SCA, Inc. Board of Directors.

VI. Role of the SCAA Committee

The SCAA 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 Australia by SCAA Policies for those offices which are in accordance with the real-world laws applicable locally. Such policies will be maintained by the appropriate Lochac Kingdom officer or the SCAA Corporate officer as determined by the Committee of the SCAA. Copies of these policies will be made available to the Society Chronicler and the Society Exchequer for informational purposes.

The SCAA Committee shall be responsible for insurance, maintenance of the SCAA Registry, financial payments to the SCA, Inc., assuring the financing of the Lochac Kingdom Newsletter, maintenance of the rules of the SCAA, and revocation and denial of memberships in the SCA - Australia.

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

Should a provision of Corpora or Society officers' policies prove inapplicable in Australia due to differences between Australian and US Law, the SCAA 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 made as appropriate.

VII. Role of the Society Officers

The SCAA and/or the Crown of Lochac shall warrant the Kingdom Officers of Lochac in a manner to be determined internally. Per Corpora, both the Crown and the corresponding Society officer retain the authority to suspend Kingdom officers; both working in concert may remove an officer.

All Society officers shall explicitly solicit comment from the corresponding officers of Lochac before imposing Society-wide policy decisions.

The Kingdom Officers of Lochac shall report as follows:

The Kingdom Seneschal shall report to the Crown, the SCAA Committee, and the Society Seneschal on a regular basis. The Society Seneschal shall determine the frequency and exact requirements of reports due to him or her; the Crown and the SCAA Committee may impose different requirements for reports due to them if they so desire. This officer may fill the dual role of Kingdom Seneschal and Corporate officer of the SCAA at that body's discretion.

The Kingdom Exchequer shall report to the Crown and the SCAA Committee on a regular basis. The frequency and exact reporting requirements are to be determined by the above-mentioned entities in cooperation with each other. An annual summary report shall be provided to the Treasurer of the SCA, Inc. by the Treasurer of the SCAA regarding the financial health of the Kingdom and the Corporation. Should the SCAA and the Kingdom so determine, the duties of Exchequer may be fulfilled by the Treasurer of the SCAA.

The Kingdom Chronicler shall report to the Crown and the SCAA Committee on a regular basis. The frequency and exact reporting requirements are to be determined by the above-mentioned entities in cooperation with each other. The Kingdom Chronicler shall provide a copy of the monthly newsletter to the Society Chronicler. This shall constitute that officer's report to the Society officer. An annual financial summary report shall be provided to the Treasurer of the SCA, Inc. This may be part of the annual report of the SCAA Treasurer at that officer's discretion and with the agreement of the Treasurer of the SCA, Inc.

The Kingdom Earl Marshal, Principal Herald, and Arts and/or Sciences Minister(s) shall report to the Crown and to the corresponding Society officer on a regular basis. Each Society officer shall determine the frequency and exact requirements of reports due to him or her. Copies of these reports may be required by the SCAA Committee at that body's discretion.

The Kingdom Chirurgeon shall report to the Crown, the SCAA Committee, and the corresponding Society officer on a regular basis. The Society Chirurgeon General shall determine the frequency and exact requirements of reports due to him or her; the Crown and the SCAA Committee may impose different requirements for reports due to them if they so desire. The SCAA Committee is encouraged to research Australian Law regarding

the advisability of offering or not offering Chirurgeonate services in Australia. Should they determine that such an officer is not desirable in Australia, the Committee shall notify the SCA, Inc. Board of Directors so that an appropriate exemption to Corpora requirements may be granted.

VIII. Intellectual Property of the SCA, Inc.

The SCAA 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. 1,929,145 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 the SCAA the right and permission to use these copyrighted materials and trademarks in the SCAA's territory. The SCAA 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, the SCAA 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. The SCAA 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 the SCAA, 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 the SCAA, 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.

Agreed to and signed this 6th day of July, 2002.

Megan M. Baron
Chairman, Board of Directors, SCA Inc.

Alan Greenway
Chairman, SCAA Committee