

OPERATING AGREEMENT
Between
THE SOCIETY FOR CREATIVE ANACHRONISM, INC. (SCA, INC.)
And
SUOMEN KESKIAKASEURA RY. (SKA)

I. Purpose

This document codifies the terms of an operating agreement between the Society for Creative Anachronism, Inc. (SCA, Inc.), a California corporation, and Suomen keskiaikaseura ry (SKA), a Finnish registered non-profit organization.

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 SKA.

II. Financial Arrangements

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

III. Reciprocal Membership Recognition

The SCA and the SKA shall mutually recognize each other's members as full participants at events worldwide. SKA shall likewise recognize the members of other organizations similarly affiliated with the SCA, Inc. SKA does not have separate classes of membership, so its members will be considered equivalent to SCA Inc. Subscribing members.

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

IV. Services Provided

SKA shall provide its own insurance, and shall be responsible for all financial and mailing arrangements for the Barony of Aarnimetsä Newsletter.

The SCA, Inc. shall handle SKA members' subscriptions to any publications of the SCA, Inc., including Kingdom newsletters and *Tournaments Illuminated*. SKA members may deal directly with the SCA, Inc. (Milpitas, CA) Registry in ordering any such subscriptions, or SKA may choose to offer a subscription-transfer service to its members. If SKA chooses to collect subscriptions to SCA Inc. publications for its members, the transfer of subscription

information and moneys shall take place no less often than quarterly, and SKA members shall be explicitly notified that the start date of their subscription may be delayed because of the quarterly transfer schedule.

Should members of the SCA, Inc. so desire, they shall have the ability to subscribe to the newsletter of Barony of Aarnimetsä or any other publications of SKA. Members of the SCA, Inc. or its other affiliates shall deal directly with the SKA 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 Finland as elsewhere throughout the Society. Members of SKA 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 Barony of Aarnimetsä for publication in that group's newsletter. Commentary regarding proposed changes to Corpora shall be directly solicited from the SKA Board of Directors 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 Finland by the Rules of SKA.

The Drachenwald Kingdom Seneschal shall immediately report any and all banishments imposed by the Crown of Drachenwald to the SKA Board of Directors to enable enforcement of the terms of the banishment in their geographical area. Any requests for Revocation and Denial of Membership, such as those which automatically accompany any Absolute Banishments, which are enacted against SKA members shall immediately be referred to the SKA Board of Directors.

The SCA, Inc. Board of Directors shall review Banishments from the Realm and Absolute Banishments imposed by the Crown of Drachenwald against SKA 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 SKA Board of Directors to ensure compliance with Finnish law. At events held under SKA jurisdiction, banishments shall be effective only to the extent that they are in accordance with Finnish law, even if they have been upheld by the SCA Inc. Board of Directors.

VI. Role of the SKA Board of Directors

SKA 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 Finland by SKA Policies for those offices which are in accordance with the real-world laws applicable locally. Such policies will be maintained by the appropriate Barony of

Aarnimetsä officer or the SKA Corporate officer as determined by the Board of Directors of SKA. Copies of these policies will be made available to the Society Chronicler and the Society Exchequer for informational purposes.

The SKA Board of Directors shall be responsible for insurance, maintenance of the SKA Barony of Aarnimetsä Registry, financial payments to the SCA, Inc., assuring the financing of the Newsletter, maintenance of the rules of SKA, and revocation and denial of memberships in SKA.

The SKA Board of Directors shall comment on proposed changes to Corpora in a timely manner.

Should a provision of Corpora or Society officers' policies prove inapplicable in Finland due to differences between Finnish and US Law, the SKA Board of Directors 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. Role of the Society Officers

SKA shall appoint the officers of Barony of Aarnimetsä in a manner to be determined internally. The names of all appointees shall be promptly reported to the appropriate Drachenwald Kingdom officer. Per Corpora, both the Crown and the corresponding Drachenwald Kingdom officer retain the authority to suspend officers of Barony of Aarnimetsä from exercising their offices within the medieval context. Such suspension shall also be considered a request for SKA to remove the officer in question.

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

The Officers of Barony of Aarnimetsä shall report as follows:

The Seneschal shall report to the SKA Board of Directors and to the Drachenwald Kingdom Seneschal on a regular basis. The Drachenwald Seneschal shall determine the frequency and exact requirements of reports due to him or her; the SKA Board of Directors may impose different requirements for reports due to them if they so desire. This officer shall fill the dual role of Barony of Aarnimetsä Seneschal and President of SKA.

The Exchequer shall report to the SKA Board of Directors on a regular basis. The frequency and exact reporting requirements are to be determined by SKA. An annual summary report shall be provided to the Drachenwald Kingdom Exchequer regarding the financial health of the Society branch and the real-world organization. This officer shall fill the dual role of Barony of Aarnimetsä Exchequer and Treasurer of SKA.

The Chronicler shall report to the SKA Board of Directors on a regular basis. The frequency and exact reporting requirements are to be determined by SKA. The Barony of Aarnimetsä Chronicler shall provide a copy of their monthly newsletter to the Drachenwald

Kingdom Chronicler. This shall constitute that officer's report to the Kingdom officer. An annual financial summary report shall be provided to the Drachenwald Kingdom Exchequer. This may be part of the annual report of the SKA Treasurer at that officer's discretion and with the agreement of the Drachenwald Kingdom Exchequer.

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

The Chirurgeon shall report to the SKA Board of Directors and the corresponding Drachenwald Kingdom officer on a regular basis. The Drachenwald Kingdom Chirurgeon shall determine the frequency and exact requirements of reports due to him or her; the SKA Board of Directors may impose different requirements for reports due to them if they so desire. The SKA Board of Directors is encouraged to research Finnish law regarding the advisability of offering or not offering Chirurgeonate services in Finland. Should they determine that such an officer is not desirable in Finland, the Committee shall notify the SCA, Inc. Board of Directors so that an appropriate exemption to Corpora requirements and applicable policies may be granted.

VIII. Intellectual Property of the SCA, Inc.

SKA 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 SKA the right and permission to use these copyrighted materials and trademarks in SKA's territory. SKA 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, SKA 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. SKA 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 SKA, 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 SKA, 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.