

51

CONTRACT RESPECTING CERTAIN RELIGIOUS DOCUMENTS

This agreement is made this 3rd day of June 1989,
by and between Church of Scientology Foundation Church of Scientology
FLAG SHIP SERVICE ORGANIZATION.
("the Church") and Church of Scientology International ("CSI").

WITNESSETH:

WHEREAS, The Church maintains certain files, hereinafter referred to as the "Files", which include confidential religious and ecclesiastical information about parishioners and staff members who are Scientologists, and

WHEREAS, CSI is the Mother Church of the religion of Scientology and the senior Church of the hierarchical Church of Scientology (the "hierarchical Church"), and

WHEREAS, the Church recognizes the ecclesiastical authority of CSI as the Mother Church,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE COVENANTS AND AGREEMENTS OF THE PARTIES HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This agreement is intended to be and shall be legally binding upon and enforceable by each of CSI and the Church as corporations.

2. The Files include all of the following now and hereafter held by the Church, whether prepared by the Church or delivered to it by any other Church, by any Mission of Scientology or by any Field Auditor:

- a. The documents known in Scientology terminology as "Preclear Folders" or "PC Folders", and as further defined under the term "folder" in the "Dianetics and Scientology Technical Dictionary",
- b. The documents known in Scientology terminology as "Ethics Files", and as further defined under the term "Ethics Files" in the book "Modern Management Technology Defined",
- c. The documents known in Scientology terminology as "Student Folders" and as further defined under the terms "Student File" and "Student Folder" in the book "Modern Management Technology Defined",
- d. The documents known in Scientology terminology as "Staff Personnel Files" or as "Personnel Files", and as further defined under the term "Personnel Files", in the book "Modern Management Technology Defined",
- e. The documents known in Scientology terminology as "Central Files". This includes the org mailing List, and as further defined under the terms, "Central Files"

and "Central Files Folder" in the book "Modern Management Technology Defined".

3. The Church and CSI understand, agree and declare that the Files constitute documents of a religious and ecclesiastical nature which:

- a. Are essential to the accomplishment of the religious
- b. Contain information about individual Scientologists which may only be used and divulged in strict accordance with the doctrines, tenets and policies of Scientology as set forth in the Scriptures of the religion,
- c. Have no legitimate purpose or use whatsoever save and except the religious purposes and uses of the hierarchical Church,
- d. Are essential to the realization by individual Scientologists of the spiritual awareness and ability which may only be realized through the religious services provided by the hierarchical Church,
- e. Are held in trust by the Church for the benefit of the hierarchical Church.

4. The Church represents and warrants that the Files are not, have never been and will never be represented to be or treated as assets or property of the Church on any financial statement, in its

records or books of account, or otherwise.

5. The Church covenants and agrees that the Church:

- a. Will hold, use and dispose of the Files solely and exclusively in trust for the hierarchical Church and in accordance with the doctrines, tenets and policies stated in the Scriptures of the religion;
- b. Will under no circumstances transfer custody or control of the Files or any of them to any organization or individual other than a Church of Scientology, a Mission holder of an ecclesiastical post in a Church or Mission of Scientology; and will transfer custody or control of the Files or any of them to any such Church, Mission or individual only if the Church, Mission or individual is in good standing with the Church and CSI.

6. The Church covenants and agrees that should the Church or any one or more of its board members, executives or principals cease to be in good standing with CSI then upon the request of CSI the Church shall promptly deliver the Files, or any one or more of them designated by CSI, to any Church of Scientology, to any Mission of Scientology, to any Field Auditor or to any Ethics Officer designated by CSI.

7. The Church covenants and agrees that upon request of CSI it shall promptly inform CSI as to the whereabouts or transferee of

any one or more or all of the Files in its possession or previously held in its possession.

8. CSI covenants and agrees that any of the Files received by CSI from the Church, and any like documents received by CSI from any other source, shall be held by it solely and exclusively in trust for the hierarchical Church, and shall be used and disposed of by it in strict accordance with all applicable doctrines, tenets and policies stated in the Scriptures of the religion.

9. CSI covenants and agrees that it will cause to be transferred to the Church all PC Folders, Ethics Files, Student Folders, Staff Personnel Files and Central Files relating to all parishioners' and staff members who become parishioners or staff members of the Church, to be held and used by the Church subject to and in accordance with the foregoing.

10. CSI and the Church agree that any dispute arising under this contract shall be resolved by the International Justice Chief of the Mother Church and that each and every determination by such International Justice Chief:

- a. Shall be absolutely and conclusively binding upon both CSI and the Church;
 - b. Shall not be subject to review or redetermination in any other forum whatsoever;
 - c. May be reduced to judgment by any civil court of competent jurisdiction.
11. This agreement shall terminate upon delivery by the

Church of all of the Files to CSI.

12. This agreement shall terminate in the event the Church shall cease to be in good standing with CSI, provided however that the obligations of the Church under paragraphs 5, 6, and 7 and the provision of paragraph 10 shall survive such termination.

13. Unless sooner terminated under paragraph 11 or paragraph 12, this agreement shall continue for 10 years after the date first above set forth.

In Witness Whereof CSI and the Church have executed this Agreement on the day and year first set forth above.

Church of Scientology
International

By

Its

Foundation:
Church of Scientology

of

By

Its

[Handwritten signatures and text: "Flag Ship Service Organization"]