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FORMING HUBBARD COLLEGE OF ADMINISTRATION LICENSE

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, by and between:

HUBBARD COLLEGE OF ADMINISTRATION, a California non-profit public benefit corporation (hereinafter referred to as "HCA"); and

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(hereinafter referred to as "Licensee").

RECITALS

A. WORLD INSTITUTE OF SCIENTOLOGY ENTERPRISES ("WISE") is a nonprofit religious corporation one of whose purposes is the uniting of businesses, professional individuals and organizations of all kinds that use the technology discovered, developed and refined by L. Ron Hubbard ("LRH") for administrative, business and improvement purposes ("LRH administrative technology").

B. LRH originated and used, both personally and through licensees operating under his supervision, service marks and trademarks for goods and services relating to the religion of Scientology and the organizations and operations thereof (hereinafter "Marks"). LRH assigned the Marks and all registrations and applications for registration thereof to Religious Technology Center, a California nonprofit religious corporation ("RTC"), for use and licensing by RTC in connection with the religion of Scientology but reserved certain rights to license and contract with others to make appropriate use of the Marks in connection with administrative technology services based upon the secular application of the technology of LRH in non-religious fields.

C. Norman F. Starkey, Trustee of Author's Family Trust, as successor in interest to LRH ("Trustee") has granted exclusive licenses for the publication of certain literary works of LRH by New Era Publications International ApS ("NEPI") and Bridge Publications, Inc. ("BPI") for their respective areas of operation, and the Trustee has granted to WISE a license for itself and its members for the publication of collective and derivative works of and from the literary

works of LRH ("Works"), and for appropriate use of the Marks and the Works in connection with LRH administrative technology, with the consent of NEPI and BPI.

D. HCA has been established to operate exclusively for the purpose of providing education in the administrative technology discovered, developed and refined by LRH, both directly and through affiliated colleges located throughout the world. HCA has obtained from WISE a special license under the rights that have been granted to WISE so that HCA may accomplish its educational objectives.

E. LICENSEE intends to form a college to provide education in the administrative technology discovered, developed and refined by LRH, to be known as the HUBBARD COLLEGE OF ADMINISTRATION OF \_\_\_\_\_ (hereinafter referred to as the "COLLEGE") and to serve as a member of the initial Board of Directors of the COLLEGE, and has been determined by HCA to be qualified to form the COLLEGE.

F. LICENSEE intends that the COLLEGE shall be organized as a nonprofit corporation, that will be organized and operated exclusively for educational purposes as described in Section 501(c)(3) of the Internal Revenue Code.

G. HCA and LICENSEE intend that HCA and the COLLEGE shall enter into a license agreement in the form attached hereto as Exhibit A after incorporation of the COLLEGE, said form being hereinafter referred to as the "LICENSE AGREEMENT."

H. LICENSEE desires to form the COLLEGE and to commence the delivery of educational services prior to the incorporation of the COLLEGE and HCA desires to encourage the LICENSEE to do so.

NOW, THEREFORE, HCA and LICENSEE agree as follows:

1. The foregoing Recitals and the Recitals in the LICENSE AGREEMENT are acknowledged to be true and are hereby made a part of this Agreement.
2. LICENSEE covenants and agrees to form the COLLEGE, to serve on the initial Board of Directors and to comply with all requirements of the LICENSE AGREEMENT.
3. HCA grants to the LICENSEE for the benefit of the COLLEGE the right and license to use each and all of the Marks as defined and referred to in the LICENSE AGREEMENT in connection with educational services that relate to LRH administrative technology.
4. The LICENSEE covenants and agrees that all of the

activities conducted by the LICENSEE under this Agreement shall be for the sole benefit of the COLLEGE and not for the private benefit of the LICENSEE as an individual.

5. LICENSEE covenants and agrees that during the term of this Agreement:

a. LICENSEE will faithfully perform and observe all of the covenants and conditions which are stated in the LICENSE AGREEMENT and which are to be performed and observed by the COLLEGE; and

b. All of the provisions of paragraphs 1 through 8 and 11 through 21 of the LICENSE AGREEMENT shall apply to and be binding upon the LICENSEE each reference therein to the COLLEGE being construed as a reference to the LICENSEE acting for and on behalf of the COLLEGE.

c. LICENSEE will meet all of the requirements to be a member of WISE.

6. LICENSEE covenants and agrees to proceed with due diligence to incorporate the COLLEGE as a non-profit corporation with Articles of Incorporation and Bylaws with the forms set forth in Exhibits B and C attached hereto, or in such other forms as HCA in its sole discretion shall have approved in writing prior to incorporation, and shall complete such incorporation within 60 days after the date of this Agreement.

7. HCA covenants and agrees that HCA will execute and deliver the LICENSE AGREEMENT promptly after the incorporation of the COLLEGE.

8. The LICENSEE covenants and agrees that the COLLEGE will execute and deliver the LICENSE AGREEMENT promptly after the incorporation of the COLLEGE.

9. The term of this Agreement shall begin on the date of this Agreement and shall end upon the first to occur of (1) the execution and delivery by HCA and the COLLEGE of the LICENSE AGREEMENT in accordance with paragraphs 7 and 8 of this Agreement and (2) any earlier termination of this Agreement pursuant to paragraph 10 below.

10. This Agreement shall be terminable by WISE or HCA without prior notice to or demand upon the LICENSEE if the LICENSEE shall fail to faithfully perform and observe all of the covenants and conditions which are stated in this Agreement and are to be performed and observed by the LICENSEE, or if the LICENSEE shall cease to meet the requirements for corporate membership in WISE, or if the COLLEGE shall not have been incorporated or shall not have executed and delivered the LICENSE AGREEMENT within 60 days

after the date of this Agreement.

11. Without limitation to the generality of paragraph 5.b above, LICENSEE agrees that if this Agreement is terminated pursuant to the preceding paragraph, LICENSEE shall immediately cease all use of each of the Marks as described and defined in the LICENSE AGREEMENT and shall forever refrain from further use of any of said Marks unless and until formally reinstated hereunder.

12. This Agreement is the only Agreement between HCA and LICENSEE, and replaces all and any prior agreements, whether written or oral.

HUBBARD COLLEGE OF ADMINISTRATION

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
LICENSEE