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EXHIBIT A

HUBBARD COLLEGE OF ADMINISTRATION

SUBLICENSE AGREEMENT

(Educational Services)

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ by and between:

HUBBARD COLLEGE OF ADMINISTRATION, a California non-profit public benefit corporation having an office at 3540 Wilshire Boulevard, Suite 810, Los Angeles, California 90010 (hereinafter referred to as "HCA") AND

HUBBARD COLLEGE OF ADMINISTRATION OF \_\_\_\_\_, a non-profit corporation having an office at \_\_\_\_\_ (hereinafter referred to as "COLLEGE").

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, including the marks that are described on Exhibit "A" attached hereto and by this reference made a part hereof ("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 as described in Exhibit "B" attached hereto and by this reference made a part hereof ("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. COLLEGE has been organized to operate exclusively for educational purposes as described in Section 501(c)(3) of the Internal Revenue Code, to operate as a local college under the supervision of HCA and wishes to obtain from HCA a special license under the rights granted to HCA so that COLLEGE may provide education in LRH administrative technology.

F. HCA is willing to extend such a license to COLLEGE pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Grant of Rights.

a. Educational Services. HCA hereby grants to COLLEGE the non-exclusive right and license to use the Marks and the Works in connection with services that relate to LRH administrative technology that are educational as defined in Section 501(c)(3) of the Internal Revenue Code.

b. LRH Name. LRH used his name, initials and parts thereof as marks, and reserved all rights of an individual to continue using his name, initials and parts thereof in reference to himself and his works. The grant in Paragraph 1.a includes the right to use HUBBARD as part of the name of COLLEGE in connection with the educational services of

COLLEGE and in the advertising and promotion of those services by COLLEGE and the right to use his name in an authorized manner in reference to LRH and his works, but does not include the right to apply his name, initials or parts thereof to any other product, service or material as an indication of source, authorship or sponsorship.

c. Limitations On Services. The grants in Paragraphs 1.a and 1.b are limited to the use of the Marks and the Works in connection with educational services relating to LRH administrative technology and do not include the right to use the Marks or the Works in connection with services of other kinds, such as business consulting services or religious services.

d. Sublicenses. COLLEGE shall have no right to grant sublicenses of any kind under the rights granted to COLLEGE by this agreement.

2. Control and Supervision.

a. Quality Control. HCA, WISE, the Trustee and RTC, to the extent required of a trademark owner, reserve the right to control the quality and nature of the following:

(1) All materials produced by COLLEGE which display or otherwise utilize the Marks;

(2) All materials based upon or using the Works;  
and

(3) All services rendered by COLLEGE under the Marks.

Without limiting the generality of the foregoing, this right of control includes:

(1) The right of HCA, WISE and the Trustee to inspect and approve, before publication, the nature, content and quality of all materials to be associated in any way with any of the Marks, or with the name or initials of LRH, or parts thereof, and to reject any materials deemed to be unsuitable or inappropriate; and

(2) The right to inspect and approve, before publication, all advertising and promotional materials relating to any materials or services to be associated in any way with any of the Marks, or with the name or initials of LRH, or parts thereof, and to reject or rewrite any advertising or promotional materials deemed to be unsuitable or inappropriate.

(3) The right to prescribe standards and

specifications for all materials bearing any of the Marks, and all services to be associated with the Marks, and guidelines for the manner of use and display of the Marks. Until such time as WISE issues new standards and guidelines, those presently in existence shall remain in full force and effect.

(4) The right, at reasonable times, to inspect all premises where COLLEGE produces materials bearing any of the Marks.

(5) The Trustee reserves the right of prior approval regarding all advertising and promotional materials using or based on the Works, and reserves the right to impose restrictions and conditions.

c. Review of Materials. Before introducing any new material bearing any of the Marks, COLLEGE shall submit three (3) specimens of such material to HCA, showing the Marks as they are to be used, for approval. Upon request (but not more than once during any three (3)-month period), COLLEGE shall furnish to HCA at least three (3) samples of all materials on which an of the Marks is in use.

### 3. Consideration.

a. COLLEGE acknowledges that HCA exists to further the educational purpose of bettering society by educating members of the general public in the administrative technology of L. Ron Hubbard and not for any commercial purpose. COLLEGE further acknowledges the burden of expenses placed on HCA connected with carrying out this objective such as preparation of an appropriate curriculum and course materials and activities to make the administrative technology broadly known. Accordingly, COLLEGE agrees to pay to HCA weekly ten percent (10%) of its income from the use of the Marks and the Works as consideration for the grant made herein.

b. The only other consideration required from COLLEGE for the grants made in this Sublicense Agreement is the full and faithful performance of the obligations of this Sublicense Agreement and the use of its best efforts and due diligence in promoting and providing educational services relating to LRH administrative technology.

c. This License Agreement does not grant to COLLEGE any rights to make or publish compilations or derivative works of and from the Works. A separate license is required for such rights.

### 4. Accountings and Payments

COLLEGE shall keep and maintain accurate books and records pertaining to all income received from COLLEGE's use of the Marks and Works under this agreement. HCA shall have the right to examine COLLEGE's books and records at reasonable intervals during COLLEGE's normal hours of operation, for the purpose of verifying the statements and payments of COLLEGE.

COLLEGE shall prepare and submit to HCA statements showing all income received by COLLEGE from use of the Marks and the Works during the preceding calendar quarter, for each calendar quarter during this Agreement, as follows:

From January 1 to March 31;

From April 1 to June 30;

From July 1 to September 30; and

From October 1 to December 31.

COLLEGE shall mail each statement to HCA within forty-five (45) days after the last day of the calendar quarter, and shall include in the statement identification of each transaction from which income was received and the amounts of fees charged and collected for that transaction.

c. With each quarterly statement, COLLEGE shall pay to HCA any amount shown by the statement to be due to HCA for the calendar quarter covered by the statement.

5. Enforcement of Trademarks and Copyrights.

a. Unauthorized or Improper Use. COLLEGE shall inform HCA promptly with respect to any unauthorized or improper use of the Marks or Works that comes to the attention of COLLEGE. COLLEGE shall not take any legal action to enforce any rights in any of the Marks or the Works.

b. Trademark Enforcement. COLLEGE shall have no rights to take any legal action based upon the Marks, and shall have no rights to any proceeds of any legal action.

c. Action by Trustee, NEPI or BPI. In the event that the Trustee, NEPI or BPI decides to take any enforcement action with respect to unauthorized or improper use of the copyrights, COLLEGE shall cooperate fully with the Trustee, NEPI or BPI in all such actions. COLLEGE shall have no right to any proceeds of such enforcement actions.

6. Proper Use of Trademarks and Copyrights.

a. Proper Use. COLLEGE acknowledges COLLEGE's full responsibility for the proper use of the Marks and copyrights that are licensed under this Agreement, and for the materials produced and educational services rendered pursuant to this Agreement, and covenants that neither COLLEGE nor any of COLLEGE's agents, employees or affiliates will make any claim against HCA, WISE, the Trustee, RTC or any person employed by or affiliated with any of the foregoing. COLLEGE shall indemnify HCA, WISE, the Trustee and RTC, and their respective agents, officers, directors, employees, representatives, successors, assigns and affiliates, and hold them harmless from and against all costs, liabilities, claims and actions of any kind, including attorneys' fees and court costs, which arise from or relate to any activity of COLLEGE under this Agreement. All such claims and actions shall be defended at the expense of COLLEGE through legal counsel acceptable to HCA, WISE, the Trustee and RTC.

b. Disclaimer. COLLEGE shall include in all published works and other materials based upon or using the Works an appropriate disclaimer, in a form approved by HCA and WISE, unless use of a disclaimer has been waived by the Trustee.

7. Ownership.

COLLEGE acknowledges and agrees that all of the Marks are owned by RTC (subject to a reservation of rights) and that all of the Works are owned by the Trustee; and that all uses of the Marks by COLLEGE shall support the ownership of the Marks by RTC as if those uses were made directly by RTC.

8. Best Efforts.

COLLEGE acknowledges and agrees that, in accepting the grant of rights made hereunder, COLLEGE is undertaking an important responsibility and will use COLLEGE's best efforts, due diligence, and the highest standards of practices in fulfilling this responsibility.

9. Term.

The term of this Agreement shall commence as of the date hereof and shall continue until the end of the first full calendar year after that date. Thereafter, this Agreement shall be renewed automatically and indefinitely for additional and successive one (1)-year terms, unless one of the parties gives written notice of non-renewal during the thirty (30) day period preceding the end of any term or unless sooner terminated in a manner provided herein.

10. Default and Termination.

a. Automatic Termination. COLLEGE shall be a member in good standing as verified by the Board of Directors of WISE.

b. Optional Termination. HCA, WISE, RTC or the Trustee may terminate this Agreement upon the occurrence of any of the following:

(1) If COLLEGE attempts to assign or terminate this Agreement, or substantially abandons its use of the rights that are licensed under this Agreement; and

(2) If COLLEGE materially breaches any obligation under this Agreement, including failure to satisfy its best efforts obligations under Paragraph 7 above or failure to operate exclusively for educational purposes as described in Section 501(c)(3) of the Internal Revenue Code. HCA may give COLLEGE thirty (30) days' written notice of such breach, specifying in the notice the nature of the breach, and stating HCA's intent to terminate at the end of the thirty (30)-day period, unless the breach has been corrected in the interim. In the event that the breach has not been substantially corrected at the end of the thirty (30)-day period, HCA may declare the license to have been terminated, in whole or in specified part; and

(3) If the rights of HCA under this agreement are terminated, WISE, RTC and the Trustee may terminate this Agreement by giving notice of such termination.

c. RTC's Right to Terminate. In the event of any misuse of any of the Marks, RTC may terminate the license immediately as to the Marks misused, subject to reinstatement after correction of the misuse.

#### 11. Consequence of Termination.

Upon termination of the license herein granted for any reason, COLLEGE shall immediately discontinue all licensed activities under this License Agreement, including rendering educational services under the Marks; production and procurement of materials bearing the Marks; and making and publishing advertising and promotional materials based upon or using the Works as to which the license has been terminated, and thereafter shall refrain from all future use of the Marks, and from all use of colorable imitations and confusingly similar marks, and from all publishing of advertising and promotional materials based upon or using the Works.

#### 12. Registrations and Recordings.

Upon the request of RTC, COLLEGE shall execute and



deliver to RTC any license agreements, registered user agreements, and other documents that RTC deems necessary or desirable for the purpose of registering or recording the right of COLLEGE to use the Marks in any country. COLLEGE shall assign to RTC, or cancel (at RTC's option) any registrations or agreements of COLLEGE that are in conflict with RTC's ownership of the Marks.

13. Lack of Agency.

Neither party shall be deemed the agent, joint venturer, or partner of the other, or of the others' representatives, successors, heirs or assigns, or of the Trustee or RTC, and neither shall have the authority to act on behalf of the other, or for the Trustee or RTC, in any matter, including acceptance of service of process.

14. Governing Law.

This Agreement shall be governed in all respects according to the internal laws and judicial decisions of the State of California.

15. Non-Assignability and Binding Effect.

This Agreement is personal to COLLEGE and shall not be assignable or otherwise transferable by COLLEGE without the prior written approval of HCA. In the event of any attempted assignment or transfer by COLLEGE of its rights under this Agreement, whether voluntarily or involuntarily, all the rights that have been granted to COLLEGE with respect to the Marks and the Works under this Agreement shall immediately terminate. This Agreement shall be binding on the parties and upon their respective heirs, administrators and successors.

16. Arbitration.

HCA and COLLEGE agree that any controversy or dispute which arises out of or relates to this Agreement, including, without limitation, the adequacy or performance by COLLEGE and of any demands made by HCA which cannot be settled by informal means or through the aid of a third party arbitrator mutually acceptable to the parties and through procedures mutually acceptable to the parties, shall be settled through arbitration held in Los Angeles or at such other location as HCA may choose. If the parties are unable to settle the matter through informal means, then either party may demand arbitration by serving upon the other party a written demand for arbitration containing the name of an arbitrator to participate in the proceedings. Within ten (10) days after receipt of such notice, the party upon whom demand was served shall select an arbitrator. The two arbitrators shall select

a third arbitrator. The decision in writing of the arbitrator or a majority of the arbitrators appointed by the parties shall be final and conclusive as to all parties to the dispute. Should any party fail or refuse to appear or participate in an arbitration proceeding, the arbitrator or arbitrators so appointed may decide the dispute on the evidence presented in the arbitration proceeding by the other party or parties to this dispute. The arbitrator or arbitrators shall have the power to award to any party or parties to the dispute any sums for costs, expenses, and attorneys' fees that the arbitrator or arbitrators may deem proper. Judgment may be entered on the award in any court of competent jurisdiction. Arbitration shall not be required with respect to any matter in connection with which injunctive relief or specific performance is sought by all or any of the parties hereto.

Each arbitrator shall be a member of the Sea Org and well versed in the Scientology ethics and justice system.

17. No Waiver.

This Agreement constitutes the complete understanding of the parties and no waiver or modification of any provisions shall be valid unless in writing, signed by HCA and COLLEGE and, if appropriate, approved by WISE, RTC, or the Trustee. The waiver of a breach or of a default under any provision hereof shall not be deemed a waiver of any subsequent breach or default.

18. Notice.

Any notice required to be sent hereunder shall be sent by first-class mail, postage prepaid, return receipt requested, to HCA or COLLEGE at the address given in the Preamble of this Agreement, which address may be changed by either of them by written notice to the other. Any such notice deposited in the mail shall be conclusively deemed delivered to and received by the addressee ten (10) days after deposit in the mail, if all of the foregoing conditions of notice shall have been satisfied.

19. Headings.

The headings and captions of the various paragraphs are for convenience only, and they shall not limit, expand or otherwise affect the construction or interpretation of this Agreement.

20. Entire Agreement.

This Agreement supersedes and replaces all other previous agreements between the parties hereto regarding the

subject matter of this Agreement and may not be amended except in writing signed by both parties hereto.

21. Severability.

Each and every provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision or provisions of this Agreement be, for any reason, unenforceable, the balance shall nonetheless be of full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HUBBARD COLLEGE OF  
ADMINISTRATION  
(HCA)

By \_\_\_\_\_

By \_\_\_\_\_

HUBBARD COLLEGE OF ADMINISTRATION  
OF \_\_\_\_\_  
(COLLEGE)

By \_\_\_\_\_

By \_\_\_\_\_