

NON-BINDING

MEMORANDUM OF UNDERSTANDING

BETWEEN

NOVA ROMA INC.
[U.S. (MAINE) CHARTER: 20010268ND]

&

LEGIO XII - FULMINATA
[ABN 34 527 466 961]



1. Parties signature to this memorandum

- a. Nova Roma Inc.
 - Registered in the United States, Maine.
 - Charter Number: 20010268ND
 - Filing Date: 04 Jan 2001
 - Referred herein as "NR"
- b. Legio XII - Fulminata
 - Registered in Australia, South Australia
 - Australian Business Number: 34 527 466 961
 - Date Registered: 04 Oct 2019
 - Referred herein as "LEGXII"

2. Introducing Nova Roma

- a. Practically, Nova Roma Inc. (NR) is a social group of like-minded individuals and a collection of people who share a common interest in ancient Rome and the Roman Republic. NR is an international, U.S. based, not-for-profit educational organisation incorporated in the state of Maine, that provides the legal and financial backing to these activities.
- b. The branch of NR in Australia is called Australia Nova Romana (ANR) and is established as a subsidiary to NR. The members of ANR (citizens) are Australians and New Zealanders, living in those respective countries, who have taken an interest in ancient Rome and have become members (citizens) of NR. ANR is the initiative to grow the NR community in the 'province' of Australia. The province includes the modern-day nations of Australia and New Zealand. ANR seeks to educate members on Nova Roma, *Mos Maiorum* (way of the ancestors) and *Romanitas* (Roman identity). They also seek to explore the finer detail of other facets of Roman life, such as the Roman Republican Senate, experienced through role-play. ANR also aims to administer a public speaking program and a remedial Latin language program.
- c. NR is dedicated to the study and restoration of the ancient Roman culture, focusing from the founding of the City of Rome in 753 BCE to the removal of the Altar of Victory from the Senate in 394 CE. NR constitutes a historical recreation society; a Roman religious support organization and a classical studies group. At the core of NR philosophy, the organisation administers itself as a symbolic nation; an attempt to re-create the best practices of classical Rome, with a few compromises for modern times. NR is an inclusive organisation and accepts membership from people all over the world, no matter their race, gender, sexual orientation or religious practices.

3. Intent of NR cooperative memorandums

- a. *Mos Maiorum* and *Romanitas* transcends organisations and borders. Those that study the intricacies of Roman tradition value the communities that these collective studies create. NR seeks to create a common movement and collective knowledge of 'Romans'. It is not the intent of NR to interfere in the affairs of its partner organisations. NR intends to build an inter-organisational and international, real functioning model

Roman society and model state for educative purposes. This will foster friendship, brotherhood, and cooperation between individuals, groups and organisations which self-identify as Romans of today. NR hopes to foster something wonderful; a living Roman unity expressed by gestures and symbols, not by direct power.

4. NR cooperation with military reenactors

- a. Although NR does raise and sustain its own military reenactment units, it is not the primary focus of the organisation. NR acknowledges the significance of the ancient Roman army and their military history through cooperation with existing third-party reenactment groups. Irrespective of the Roman time period or even affiliation with Rome, NR seeks to replicate the conventional relationship between the Senate and the armies of Rome during the Roman state. Cooperating units will always remain fully autonomous under any agreement and NR never claims to have any authority over these existing, often very mature, organisations.
- b. The following is an extract of the Lex Aurelia de Legionibus, a NR law, that constitutes the motivation for the MOU:

Whereas in the declaration of Nova Roma, the New Roman People renounced, "eternally and without exception", the use of force in the pursuit of the restoration of the Roman Republic, in order to exist "as a lawful, peaceful and benign nation, in accord with the principles acknowledged and shared by the world community", the Army of the New Roman People (Exercitus Populi Novi Romani) may only exist as a ceremonial honour guard and martial arts corps promoting the history of the Roman army and spreading Romanitas and the idea of Nova Roma in the modern world through educational activity, experimental archaeology and historical reenactment.

- c. NR defines the reenactment groups they form cooperative relationships with into two types; Military Reenactment Units and Gladiatorial Reenactment Groups. A Military Reenactment Unit can be further defined as one of three separate tiers, with each higher tier levying more requirements and building upon the lower tiers. These tiers are better known as Autonomous Military Reenactment Unit of Nova Roma (AMRU), Allied Military Reenactment Unit of Nova Roma (ARU), and Military Reenactment Unit Friend of Nova Roma (FNR). These are defined in Table 1 below.

5. Duration and definitions of MOU

- a. This is a non-binding Memorandum of Understanding (MOU) between NR and LEGXII. The MOU will apply from the date of signature and will apply for a twelve-month period or until termination by either party. Seven days written notice must be provided in the event that one party requests a termination of the agreement.
- b. The following applicable definitions are provided from each respective entity:

Table 1: Organisation Definitions

Nomenclature	Parent Entity	Definition
Legio XII Fulminata	LEGXII	The Legion of LEGXII. The military, on-field manifestation of LEGXII.
Field Officer	LEGXII	Manager of training and on field activities. Responsible for training drills, training techniques and all other on field activities.
Centurion	LEGXII	Commander in charge of the Legion.
Aquilifer	LEGXII	Soldier signifier. Executive officer of the Legion. Ranks below the centurions and above the optiones.
Optio	LEGXII	An executive officer. Officer of the Legion. Ranks below the centurions and above the optiones.
Exercitus (Reconstructivus/ Ritualis) Populi Novi Romani Quiritium	NR	The Reenactment Armed Forces of the New Roman People of the Quirites. This is the collection of aligned or affiliated reenactment groups.
Autonomous Military Reenactment Unit of Nova Roma - AMRU	NR	The top tier of military units in the Reenactment armed forces of NR. Meets all elements of a Tier 3 and Tier 2 unit. All citizens in the unit are also NR citizens. Chief Commanding Officer (CO) of the unit must hold the military rank of Tribunus, or the title of Praefectus. Reenactor soldiers of a military unit of NR shall swear an oath of loyalty to NR. Possess a flag of NR beside their own unit standards and flags. ARU organised events are also considered NR events.
Allied Military Reenactment Unit of Nova Roma (ARU)	NR	The second tier of military units recognised by NR. Meets all elements of a Tier 3 unit. Has at least one NR citizen among its soldiers who shall be the representative and liaison to NR. Shall respect and honour with salutation a flag of NR and the magistrates and other state officers of NR (ceremonially only). No other requirements regarding the internal structure.
Military Reenactment Unit, Friend of Nova Roma (FNR)	NR	The third tier of military units recognised by NR. A reenactment group can be declared as a

		<p>Friend of Nova Roma only if it makes a reference to its friendship with NR on its online sources.</p> <p>Fully self-governing and operates in accordance to their own established rules and practices. NR never has influence on the unit's independent finances or administration.</p>
Chief Commanding Officer (CO)	NR	The unit internally appointed or elected commander. The same as Centurion.
Lex Aurelia De Legionibus (LADL)	NR	The NR law which defines the relationships and formal agreements between NR and existing Roman and Roman era themed military re-enactment groups.
Prætorium	NR	The Office of the Governor for the NR province of Australia.

6. Scope

- a. The scope of the MOU is to establish LEGXII as an ARU. Section 7 below expands on the extent of the requirements, privileges and partnership afforded by groups defined as an ARU.
- b. NR and LEGXII are committed to maintaining a positive and cooperative working relationship to provide education in ancient Roman traditions and customs.
- c. NR and LEGXII are committed, where practicable, to work collaboratively to implement and abide by the LADL of NR.
- d. NR and LEGXII agree to maintain and comply with Australian Associations Incorporation Reform Regulations and Australian Business legislation as required by LEGXII.
- e. As part of the parties' mutual commitment, NR and LEGXII will act in accordance with the spirit and intent of this MOU, even though neither party intends that it be legally binding.
- f. NR and LEGXII acknowledge and agree that any specific event may have a 'Lead' party. In such cases NR and LEGXII agree the Lead party shall:
 - i. Assume overall management and organisation of the event and work collaboratively with the other party to achieve the intent of this MOU.
 - ii. Assume approval authority for the use of event programs, photos or promotional materials.
 - iii. At its sole discretion, determine how any monies received for such events are distributed.

- g. NR and LEGXII agree that this MOU is not legally binding under US or Australian law and acknowledge that local Australian legislation or regulation will take precedence where any conflict exists. With respect to this MOU and associated activities, any dispute shall be resolved in the jurisdiction of South Australia, Australia.
- h. As a condition stipulated by LEGXII, NR agrees that they will not seek to raise, create or sustain their own military unit, administered by NR, within a region where LEGXII has an existing presence. This is a condition to ensure the ongoing cooperation with NR is mutually beneficial and NR activities are not in direct competition to LEGXII.
- i. As a condition stipulated by NR, LEGXII agrees that they will not seek to raise, create or sustain their own military unit, administered by LEGXII, within a region where NR has an existing presence in the form of an AMRU. This is a condition to ensure the ongoing cooperation with LEGXII is mutually beneficial and NR activities are not in direct competition to LEGXII.

7. Roles and responsibilities overview

- a. The following actions and resources are to be provided, or carried out by NR, for and on behalf of the ARU, in accordance with the LADL:
 - i. Section X.A: NR shall afford LEGXII unlimited use of the corporate NR website and online communication channels for advertisement, recruitment and announcements of any kind, restricted only by reasonable forum moderation in case of disruptive or uncooperative behaviour.
 - ii. Section X.B: LEGXII shall have access to NR expert counsel and assistance regarding research and questions about Roman culture, religion, history, archaeology, military, Latin language or any questions regarding professional assistance for a Roman legionary reenactment unit.
 - iii. Section X.D: LEGXII shall have unlimited right to cooperation and networking with all other NR legions, allied units and groups that are friends of NR, with priority granted regarding invitations to public appearances and business opportunities offered by other Nova Roman units, or by the central or provincial administrations of NR.
 - iv. Section XI.A: The Praetorium shall provide LEGXII access to a national flag of NR without charge.
 - v. LEGXII has civilian elements and members that re-enact as senators and other magisterial positions. In LEGXII led events, participating NR magistrates will respect the rank and class of these individuals and provide support for the authenticity of any LEGXII display.
 - vi. Section XLD: With prior written consent, NR shall permit LEGXII to advertise all events of NR as affiliated events of LEGXII. NR is the lead brand for all NR organised events and should take precedence and credit in these instances. Release

of promotional material and images are subject to a case-by-case approval from NR.

- vii. LEGXII members who become NR Citizens will be exempt from paying any Local Fees.
- b. The following actions and resources are to be provided, or carried out by LEGXII, established as an ARU, in accordance with the LADL:
 - i. Section IV: At least one LEGXII ARU Field Officer is requested to be registered as a citizen of NR. Although, it is encouraged that all register for free as citizens (members) of NR.
 - ii. Section XLA: At agreed events, LEGXII shall respect and honour a flag of NR with the same tradition as its own ARU standards and flags.
 - iii. Section XLB: At agreed events, LEGXII Field Officers and legionaries shall respect and honour with salutation the magistrates and other state officers of NR. NR magistrates are titular authorities only, with respect to LEGXII, and NR magistrates may not command or direct any element of the ARU without approval of LEGXII Field Officer or Committee Authority. In circumstances when a NR magistrate is undertaking reenactment as a legionnaire, no such respects are afforded.
 - iv. Section XLC: When participating in events organised and managed by other legions of NR, LEGXII Field Officers and legionaries shall recognise the rank of the officers of other legions of NR as real and equal to their own. This is a formal yet ceremonial gesture only. Officers of other reenactment units shall not have any actual authority or commanding power over another ARU unless approval is granted by LEGXII Field Officers.
 - v. Section XLD: With prior written consent, LEGXII shall permit NR to advertise all events of the ARU as affiliated events of NR. LEGXII is the lead brand for all LEGXII organised events and should take precedence and credit in these instances. Release of promotional material and images are subject to a case-by-case approval from LEGXII.
 - vi. Section XLD: LEGXII shall display the affiliation with NR on key online locations, including central websites and social media, providing a URL to the corporate NR website.
 - vii. NR Citizens who join LEGXII will be exempt from paying the Once-Only Joining Fee.

8. Meetings

- a. Meetings in relation to the subject of this MOU will be held twice a year at a location and time deemed acceptable by both parties.

- b. Meetings will be chaired by the NR Governor or appointed member of the Praetorium.
- c. Meeting agendas and minutes will be prepared by the Praetorium.
- d. Meeting agendas will be circulated to ARU appointed representatives no later than ten days ahead of a scheduled meeting.
- e. Meeting minutes will be circulated to ARU appointed representatives and the Praetorium no later than twenty-one days after a scheduled meeting.

9. Reporting

- a. There are no reporting requirements for LEGXII. The Praetorium will ensure all parties are providing agreed resources and taking agreed actions as appropriate. On-going health of the partnership and MOU will be reported to the NR senate yearly through Governor reporting.

10. Advertising and announcements

- a. Part 7.a.i. above stipulates the requirements on NR to permit advertising and announcements of LEGXII through various NR forums. LEGXII may maintain and represent their brand image in such submissions, acknowledging their relationship, as a Legion in collaboration with NR.
- b. Part 7.b.vi. above stipulates the requirements for LEGXII to acknowledge the relationship, as a Legion in collaboration with NR, on online websites and social media outlets. LEGXII will otherwise continue to maintain their brand image and type of promotion at their own discretion. NR should be considered a partner brand or sub-brand of the ARU in any instance.
- c. In principle, LEGXII and NR agree to allow events, programs, photos or promotional materials from their counterpart to be used for their own promotion and advertisement. Written consent must be obtained by each party prior to the use of the aforementioned in any specific promotion and advertisement. Each party may also provide promotional or advertising material to the other party for use at respective hosted events.

11. Confidentiality

- a. The parties acknowledge that personal information disclosed by one party to the other (the disclosing party) in the course of the subject matter of this MOU may be confidential and unless required by law, must not be disclosed to a third party except with the prior written consent of the disclosing party.

Dispute resolution

- b. If a dispute or difference arises between the parties out of or in connection with this MOU, either party may give the other a written notice specifying the dispute or difference.

- c. Within seven days of the date of the notice, an appointed representative with authority of each party must meet and undertake negotiations in good faith, and without prejudice, with a view to resolving the dispute or difference.

12. Variation

- a. The parties may agree to vary any of the requirements of this MOU. Such agreement must be in writing and signed by both parties.
- b. Specific requirements of the LADL that are intended to be altered will likely require clarification by the NR senate body before adjustment.