

COPY

TRUST DEED OF

*KAURI FUND FOR ECOLOGICAL
SCIENCE AND EDUCATION*

TRUST DEED

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Initials:

JMW DK AL SH
 N/W MDS RK
 DP AB TIDS

PARTIES

1. Names of current office holders of the New Zealand Ecological Society as foundation trustees.
2. The Trust Board comprising the Council of the New Zealand Ecological Society (Inc.), being its elected office holders, and two Trustees separately elected from the membership of the New Zealand Ecological Society (Inc.) ("the Trustees").

BACKGROUND

- A. The New Zealand Ecological Society (Inc.) wishes to establish a trust fund to promote, carry out and assist the charitable purposes set forth in this deed.
- B. Money will be raised by public appeal and other activities, as the Trustees may deem appropriate for the purpose of furthering the charitable purposes contained in this deed.
- C. The Trustees have consented to become the trustees of the trusts created by this deed with and subject to the powers and provisions in this deed

THIS DEED WITNESSES:1. INTERPRETATION

1.01 In this deed unless the context otherwise requires:

"charitable purposes" shall have the meaning as is given to that phrase by the Income Tax Act 1994 or any amendment thereof or any Act in substitution thereof PROVIDED HOWEVER that if by any reason of any alteration in the law relating to income tax it is at any time or times necessary to restrict such purposes to preserve the right to exemption from income tax of the kind referred to in the said Act, such purposes shall thereupon be deemed restricted to the extent so necessary

"property" includes real and personal property, and any estate, share, and interest in any property, real or personal, any debt, anything in action, and any other right or interest, whether in possession or not;

"Trustee" includes the trustee or trustees for the time being of the trusts evidenced by this deed whether original, additional or substituted;

"Trust Fund" means any property which may from time to time be received by or vested in the Trustees for the charitable purposes of the trusts evidenced by this deed and shall include all moneys and investments from time to time representing such property and the income therefrom

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2. NAME

2.01 The name of the trust created by this deed shall be **Kauri Fund for Ecological Science and Education.**

3. DECLARATION OF TRUST

3.01 The Trustees acknowledge and declare that the Trustees shall stand possessed of the Trust Fund and shall apply the same for charitable purposes within New Zealand for the benefit of the community and in accordance with the law of New Zealand including the following charitable purposes:

- (a) To promote ecological science by improving communications among ecologists and other specialists;
- (b) To foster ecological research and applications of ecological knowledge; and
- (c) To improve ecological education at all levels.

4. POWERS OF TRUSTEES

4.01 The Trustees shall have power to do all or any of the following things either alone or in common with any other person provided all actions of the Trustees are in accordance with the charitable purposes set out in this deed:

Investments

- (a) To invest the Trust Fund in any manner, whether at the time in a state of investment or not. Any such investments may be varied in any manner from time to time;

Donations

- (b) To solicit donations, legacies, devises, bequests, financial support gifts and grants of all kinds from the public or institutions;

Subsidies and Grants

- (c) To apply for and accept any subsidy, grant, donation or suspensory loan from any source calculated directly or indirectly to benefit the charitable purposes of the Trust;

Fund Raising

- (d) To take such steps to publicise the charitable purposes and activities of the Trust and to secure the assistance, co-operation, support and encouragement of any

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 YW MS RK
 DP AB JWS

institutions, organisations and persons involved in the fund raising and publicity activities;

Expenses

- (e) To pay all costs, expenses and outgoings in any way related to the Trust Fund and its charitable purposes;

Employment

- (f) To employ and remove or suspend and pay such officers, specialists, employees, agents, contractors, or other persons for any services rendered as the Trustees may from time to time deem necessary and to determine the duties and powers of such persons and fix their salaries and remuneration;

Receive Applications for Grants

- (g) To receive applications for grants or other payments from the Trust Fund and to deal with the same in accordance with the objects of the Trust and otherwise upon such terms and conditions as the Trustees shall determine.

Support of Other Charities

- (h) To establish and support or aid in the establishment and support of any associations, societies, trusts, institutions and other organisations so as to further the charitable purposes contained in this deed PROVIDED THAT such associations, societies, trusts, institutions and other organisations are established exclusively for charitable purposes within New Zealand;

5. APPLICATION OF TRUST FUND

- 5.01 The income and property of the Trust Fund shall be applied solely towards the promotion and charitable purposes of the Trust as set forth in this deed and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to any person PROVIDED THAT nothing in this deed shall prevent the payment in good faith of any reasonable and proper salaries and remuneration to any officers, specialists, employees, agents, contractors or other persons in return for any services actually rendered to the Trust.

6. MANAGEMENT

- 6.01 The management and control of the Trust Fund and the affairs of the Trust shall be vested in the Trustees with full power and authority at their discretion at any time to appoint or make provision for the appointment of any persons as a committee or committees or otherwise and to delegate any of their powers, duties and authorities for the purpose of the

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administration of the Trust in such manner and subject to such terms, conditions and rules as the Trustees may determine.

6.02 The Trustees may:

- (a) Appoint separate trustees to hold any property, moneys or any funds or other securities or investments of the Trust Fund subject to such charitable purposes and such terms, conditions and rules as the Trustees may from time to time think fit;
- (b) Appoint advisory trustees not exceeding six (6) in number to assist the Trust in its ideals, objectives and operations. An advisory trustee shall hold office until he or she resigns such position or until his or her appointment shall be terminated by notice in writing by the Trustees.
- (c) Appoint such specialist advisors as the Trustees think fit and to act on the advice of any such specialist advisors.

6.03 The Trustees shall have the power to set up task forces for specific projects from time to time as they think fit provided such task forces shall act within the charitable purposes as set out in this deed at all times.

6.04 To the extent any funds or other assets are acquired by and/or are gifted to the Trustees which can be irrevocably identified as to be held in Trust for a specific and dedicated purpose within the charitable purposes as set out in this deed, such assets shall be held and accounted for (as to revenue and/or capital) separately within this Trust as a sub-Trust identifiable by name.

6.04.1 Any such assets under any specified sub-Trust shall be held separately from and capable of separate identification from any other asset or assets of this Trust or any of its other sub-Trusts.

6.04.2 In every other respect the provisions of this deed shall apply.

7. MEETINGS

- 7.01 (a) An annual meeting of the Trust shall be held within the first 4 months of each year;
- (b) The Trustees may also hold other meetings as they may from time to time think fit for the transaction of such business as the Trustees may consider desirable at the times and places to be fixed by the Trustees

7.02 The Trustees may appoint a secretary and a treasurer or such like officers as the Trustees think fit.

8.0 ACCOUNTS

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 DP AK JWS

- 8.01 The Trustees shall cause true and fair books of accounts to be kept in respect of the Trust and the Trust Fund including all sums of money received and expended by the Trustees, the matters to which such receipts and expenditure relate and the assets and liabilities of the Trust. The books of accounts of the Trust shall be kept at the office of the secretary or such other place as the Trustees shall think fit.
- 8.02 The Trustees may resolve to have the financial statements including the balance sheet and books of accounts and other records audited. In such event the Trustees shall appoint one or more chartered accountant(s) to be auditor or auditors and where the Trustees resolve to have the financial statements, balance sheet, books of accounts and other records audited the same shall be open to inspection by the auditor or auditors at all times and the auditor or auditors shall within 30 days before the annual meeting of Trust audit and report to the Trustees upon the financial affairs of the Trust and the Trust Fund.

9.0 VACANCY OF TRUSTEE

- 9.01 The office of Trustee shall be vacated if a Trustee:
- (a) Being a company goes into receivership or liquidation; or
 - (b) Being an individual and a Trustee as an elected office holder of the New Zealand Ecological Society (Inc.);
 - (i) Becomes bankrupt or makes any arrangement or composition with creditors generally; or
 - (ii) Is convicted of any offence against the law of New Zealand for which the Trustee may be liable on conviction to imprisonment; or
 - (iii) Becomes of unsound mind or becomes a protected person; or
 - (iv) Resigns office by notice in writing to the secretary or chairperson for the time being; or
 - (v) Fails to attend 3 consecutive meetings of the Trust without having first obtained the leave of the chairperson for the time being; or
 - (vi) Ceases to be an office holder of the New Zealand Ecological Society (Inc.)
 - (c) Being an individual and elected as one of the two Trustees who are members of the New Zealand Ecological Society (Inc.) but not elected office holders of the New Zealand Ecological Society (Inc.).
 - (i) Becomes bankrupt or makes any arrangement or composition with creditors generally; or

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 DP AB JWS

- (ii) Is convicted of any offence against the law of New Zealand for which the Trustee may be liable on conviction to imprisonment; or
- (iii) Becomes of unsound mind or becomes a protected person; or
- (iv) Resigns office by notice in writing to the secretary or chairperson for the time being; or
- (v) Fails to attend 3 consecutive meetings of the Trust without having first obtained the leave of the chairperson for the time being; or
- (vi) Has served a term of one year as a Trustee

9.02 Upon ceasing to be a Trustee pursuant to clause 9.01 the vacating Trustee shall if and when required by the remaining Trustees execute and do all such deeds, acts, matters and things as may be necessary for the purpose of vesting any property held by the Trustee in the Trustees for the time being or as they shall direct.

10 APPOINTMENT OF NEW TRUSTEES

10.1 The power of appointing a new Trustee or Trustees shall be vested in the membership of the New Zealand Ecological Society (Inc.). Office holders of the New Zealand Ecological Society (Inc.) elected at the Annual General Meeting of that Society will become Trustees, and will remain Trustees for the duration of their term of office or pursuant to clause 9.01. In addition, two financial members of the New Zealand Ecological Society (Inc.), who are not elected office holders of that Society, will be elected as Trustees at the Annual General Meeting of the New Zealand Ecological Society (Inc.) for a term of one year.

10.2 A minimum of six (6) trustees are required for the Trust. If the number of trustees falls below this number, a special election will be held within the membership of the New Zealand Ecological Society (Inc.) to appoint new trustees until six (6) are found.

11. REMOVAL OF TRUSTEES

11.01 Members of the New Zealand Ecological Society (Inc.) will have the power to call a Special General Meeting of the Society at which a Trustee may be removed from office by consensus of two-thirds of the quorum of that special general meeting.

11.02 Trustee may also be removed as a Trustee by the unanimous vote of all other Trustees

12 CONFLICT OF INTEREST

12.01 The Trustees shall be entitled to act and exercise all of the powers conferred upon them under this deed notwithstanding that the Trustees may be aware of any act known by

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them to be a breach of trust and in particular no Trustees shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.

- 12.02 In exercising any powers of investment under this deed the Trustees, may in their absolute and uncontrolled discretion take into account whatever matters the Trustees consider fit and shall be under a duty to:
- (a) Exercise the care, diligence and skill that a prudent person of business, or a prudent person engaged in any profession, employment, or business which includes acting as a trustee or investing money on behalf of others, would be required to exercise in managing the affairs of others;
 - (b) Diversify the investments of the Trust Fund or have regard to any other matters referred to in section 13E of the Trustee Act 1956 or any other statutory provisions governing or relating to the manner in which trust funds shall be invested or managed;
 - (c) Develop and formulate an investment strategy.

13. INCORPORATION AND COMMON SEAL

- 13.01 The Trustees may at any time resolve to apply for the incorporation of the Trust as a Board under Part II of the Charitable Trust Act 1957.
- 13.02 If the Trust becomes incorporated it shall provide a common seal for the Board which shall always be deposited with the chairperson or secretary for the Trustees for the time being.
- 13.03 The common seal shall only be affixed to any document requiring execution by the Trustees by the authority of the Trustees previously given at a meeting of the Trustees. Every such affixing of the common seal shall be performed in the presence of and accompanied by the signatures of two persons so authorised by the Trustees that shall be sufficient evidence of the authority to affix the common seal. No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority under which any document is sealed and in whose presence.

14. LIABILITY AND INDEMNITY OF TRUSTEES

- 14.01 The Trustees shall be entitled to a total indemnity from the trust fund for any liability which the Trustees may incur in any way arising out of or in connection with the administration of the trust.
- 14.02 The Trustees shall not be liable for any loss suffered by the trust fund arising from any action or omission by the Trustees which is not attributable to the dishonesty or wilful

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commission or omission by any act known by them to be a breach of trust

14.03 Notwithstanding anything contained in this deed, the liability of the Trustees is limited at all times to the assets of the trust, apart from the exceptions in clause 14.02

15. VARIATION

15.01 The Trustees may by resolution passed at a duly convened meeting of the Trustees revoke, vary or add to any of the provisions of this deed so long as such revocation, variation or addition is not inconsistent with the charitable intention of this deed.

16 DISSOLUTION

16.01 If:

- (a) In the event of it becoming impossible, impractical or inexpedient to carry out the charitable purposes of the Trust; or
- (b) In the opinion of the Trustees the charitable purposes become sufficiently effected or accomplished by any other associations, societies, trusts, institutions, organisations, persons or agents other than by the Trust; or
- (c) For any other reason,


it shall be lawful for the Trustees to dissolve and wind up the Trust in which case the net assets of the Trust Fund, being the surplus of assets remaining after payment of all liabilities and expenses, shall be disposed of to the New Zealand Ecological Society (Inc.) in the first instance, or, if that Society no longer exists, in the discretion of the Trustees to or among such charitable objects and charitable purposes within New Zealand which most nearly resemble the charitable purposes of the trust in this deed.

Dated this 13th day of February 2004.


Signed by

 Duane Peltzer



Signed by

 Janet Wilmshurst


Signed by

 MURRAY WILLIAMS


Initials:

JMW DK ab SH
 MDS. R
 OP  R JWS

Signed by  David Kelly

Signed by  Mark Sanders

Signed by  Kate McNutt

Signed by  Alison Ewars

Signed by  Rachel Keedwell

Signed by  John Sawyer

Signed by  Shona Myers.

Signed by

Signed by

Signed by

Signed by

Signed by

Initials:

JMW DK AL SM
 DP MDS JK
 SWDS