

Trust Deed – 2020 Communications Trust

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PARTIES

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(“the **Trustees**”)

BACKGROUND

- A. By deed executed in 1996 (“the **Original Trust Deed**”) a trust was created known as the 2020 Communications Trust (“**Trust**”).
- B. The Trust was established based upon purposes, as identified in the Original Deed of Trust, that in accordance with the law of New Zealand are charitable purposes for the benefit of the people of New Zealand (“**Charitable Purposes**”).
- C. The Trust has been incorporated as a trust board under the Charitable Trusts Act 1957.
- D. The Trustees are the present trustees of the Trust.
- E. Pursuant to a Special Resolution of Trustees dated 6 October 2014 the Trustees have agreed that the name of the Trust be changed to 2020 Trust and the terms of the Original Trust Deed shall be amended and shall be the terms set out in this deed (“the **Trust Deed**”).

PART 1

ESTABLISHMENT, OBJECTS AND POWERS OF THE TRUST

1.1 Declaration of Trust

- 1.2 The Trust shall comprise all money, investment, property and assets from time to time owned or held by the Trustees upon the trusts of this Deed (“the **Trust Assets**”) including the income arising therefrom.
- 1.3 The Trust Assets shall be held on trust by the Trustees and shall be managed and administered on the terms contained in this Deed.
- 1.4 Any income, benefit or advantage derived from the Trust Assets shall be applied to the Charitable Purposes of the Trust namely to give effect to and to attain the Objects as defined in clause 3.1.

2.0 Name of the Trust

- 2.1 The name of the Trust continues to be “2020 Communications Trust”.

3.0 **Objects of the Trust**

3.1 The objects of the Trust are to:

- a. Promote the vision that “every New Zealander participates fully in a digital world” (“the **Vision**”);
- b. Work with communities to deliver high quality operational programs throughout the country and in the Pacific that contribute to New Zealanders’ digital literacy, skills and inclusion;
- c. Provide visible leadership in support of the Vision including:
 - i. Providing a platform for experts to present their research on digital skills, literacy and inclusion;
 - ii. Creating opportunities for collaboration and mutually beneficial partnerships between Not-For Profit organisations (“**NFPs**”) involved in community ICT;
 - iii. Working with other NFPs where relevant in service delivery in New Zealand and the Pacific;
 - iv. Supporting interactions with other organisations involved in digital capability, both regionally and internationally;
- d. Develop a research program and a base of data that enables evidence-based interventions to be identified, funded, delivered and evaluated;
- e. Involve as many different New Zealand communities as possible including (but not limited to) the Tangata Whenua of New Zealand, educational institutions at all levels, the business community, ethnic and cultural groups, people with disabilities and the wide range of social groups found within New Zealand in projects consistent with the Objects;
- f. Do any lawful act nationally and internationally that promotes the above Objects;
- g. Do all things necessary and desirable to achieve the aims set out in these Objects to the intent that the declaration of Objects shall not be exclusive and may at any time be extended to permit the Trust to give such assistance in other ways to persons or bodies who are undertaking initiatives consistent with the Objects (the “**Objects**”).

4.0 **General and specific powers of Trust**

4.1 In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Trustees may exercise in order to carry out its Objects are as follows:

- a. to use the funds of the trust as the Trustees thinks necessary or proper in payment of the costs and expenses of the Trust, including the

employment of or contracting with professional advisers, agents, officers and staff as appears necessary or expedient;

- b. to pay expenses and honorarium to a Trustee for services rendered in promoting the Objects;
 - c. to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges which the Trustees think necessary or expedient for the purpose of promoting or attaining the objects of the Trust, and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid;
 - d. to carry on any business;
 - e. to invest surplus funds in any way permitted by law for the investment of Trust Assets and upon such terms as the Trustees think fit;
 - f. to borrow or raise money from time to time, with or without security, and upon such terms as to priority and otherwise as the Trustees think fit;
 - g. to do all things as may from time to time be necessary or desirable to enable the Trustees to promote, give effect to and to attain the Objects.
- 4.2 Under clause 4.1(a) the Trust may employ as agents, officers and staff, persons who are Trustees, subject to clause 5.
- 4.3 The Trustees shall have the power to establish regional trust by deed to support communities in their work to further the Objects.

5.0 Transactions with Related Parties

5.1 The Trustees may:

- a. sell, purchase or otherwise dispose of or acquire any asset to or from any related party meaning any of the Trustees, or any spouse of a Trustee or any company, partnership, trust or other entity in which a Trustee or any spouse of a Trustee is financially interested whether as a shareholder, partner, director, employee, beneficiary ("Related Party");
- b. enter into any contract, agreement or other arrangement with any Related Party to provide management, administration or other services for the Trust;
- c. enter into any other transaction with any Related Party in relation to the Trust, provided that the Trustees in good faith are of the opinion that the particular transaction is on reasonable commercial terms and is in the best interest of the Trust.

6.0 Trustees' indemnity and liability

- 6.1 The Trustees shall not be liable for:
- a. Any losses except losses arising from their own dishonesty, wilful default or wilful breach of trust or gross negligence;
 - b. Any act or acts or attempted act done in exercise of or pursuant to any Trust power or discretion vested in them by this Deed;
 - c. Any omission or omissions or non-exercise in respect of any trust, power or discretion of the Trustee under this Deed.
- 6.2 The Trustees and every other person acting on behalf of the Trustees shall be indemnified out of Trust Assets against all liabilities and expenses incurred by them in the exercise or attempted exercise of the trusts, powers and discretions vested in the Trustees pursuant to this Deed and in respect of any matter or thing done or omitted to be done in any way relating to this Deed and the Trust. This indemnity shall extend to any payments made to any person whom the Trustees bona fide believe to be entitled thereto though it may be subsequently found that the person was not in fact entitled. The Trustees shall have a lien or charge on the Trust Assets and may retain and pay out of any moneys in the Trust all sums and amounts necessary to give effect to this indemnity.
- 6.3 The Trust may at the request of a Trustee or Trustees maintain and pay for trustee indemnity insurance for the benefit of each and every Trustee.
- 6.4 The liability of the Trustees in connection with this Deed or at law shall at all times be limited to the Trust Assets.

7.0 Delegation by Trustees

- 7.1 The Trustees may, from time to time, appoint any committee and may delegate any of its powers and duties to any such committee or to any person, and the committee or person, as the case may be, may without confirmation by the Trustees exercise or perform the delegated powers or duties in like manner and with the same effect as the Trustees could have exercised or performed them.
- 7.2 Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the terms of this Trust Deed.
- 7.3 Every such delegation shall be in writing approved by the Chair on advice of the Risk and Audit Committee and shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Trustees.
- 7.4 It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a Trustee

8.0 Common Seal

- 8.1 Any documents required to be signed under the common seal shall be attested by any two Trustees.

9.0 Accounts and Audit

- 9.1 The Trustees shall keep proper records and accounts relating to the Trust including a record of all sums of money received and expended by or on behalf of the Trust.
- 9.2 At the end of each financial year the Trustees shall prepare accounts for the Trust and will have those accounts audited by an independent qualified accountant who shall be appointed annually by the Trustees.

10.0 Alteration to the Deed

- 10.1 The Trustees may from time to time by amending deed or instrument alter, rescind or add to any of the provisions of this Deed subject to:
- a. At least 14 days notice of intention to move any amendment to this Deed being given to all Trustees; and
 - b. The alteration, rescindment or addition being not prejudicial to the legal charitable status of the Trust.
- 10.2 An amendment to this Deed shall be made by a two-thirds majority at a general meeting.

11.0 Winding up of the Trust

- 11.1 The Trust shall terminate and be wound up and dissolved if:-
- a. the Trustee resolve by a two-thirds majority that the Trust shall be wound up; or
 - b. the Trust is wound up by the operation of law.
- 11.2 Every resolution to wind up the Trust shall specify an effective termination date of the Trust and thereafter the Trustees shall realise or dispose of the Trust Assets as soon as reasonably practicable in accordance with this clause.
- 11.3 The Trust Assets or the proceeds resulting therefrom shall be applied by the Trustees upon a winding up in the following order of priority and manner:-
- a. First in meeting all costs, expenses and liabilities of the Trust including the costs and expenses or winding up the Trust and setting

aside any amount that the Trustees consider necessary or desirable in respect of any contingent liability of the Trust.

- b. Secondly, in the payment or distribution (by instalments if the Trustees consider appropriate) of the balance to or for the benefit of such Charitable Purpose or Charitable Purposes as the Trustees shall determine.

PART 2

PROCEEDINGS OF TRUSTEES

12.0 Appointment and Removal of Trustees

- 12.1 There shall be a minimum of 6 and a maximum of 15 Trustees of this Trust.
- 12.2 Trustees shall be appointed by the Trustees in the manner set out in this Deed.
- 12.3 Nominations for the position of Trustee shall be encouraged from persons who are likely to best assist in the fulfilment of the Objects.
- 12.4 Trustees shall be appointed by majority vote of the Trustees.
- 12.5 Trustees shall hold office from the time at which their appointment is announced until the subsequent Annual General Meeting.
- 12.6 Trustees are appointed for two years from the Annual General meeting following their initial appointment and may be reappointed by a decision of the Trustees.
- 12.7 The appointment of a trustee shall be vacated if a trustee:
 - a. Resigns.
 - b. Dies.
 - c. Becomes bankrupt.
 - d. Becomes of unsound mind.
 - e. Becomes for any reason unable in the reasonable opinion of the remaining Trustees to perform the duties of a trustee satisfactorily, including (if the Trustees determine) failing to participate in the business of the Trust over a period of at least four months without having previously obtained special leave
 - f. Is convicted of an indictable offence.

13.0 Appointment of Chair and Deputy Chair

- 13.1 The Trust shall have a chair, deputy chair and treasurer ("the **Officers**") all of whom shall be Trustees of the Trust.

- 13.2 The Officers shall be elected by the Trustees annually.
- 13.3 Any retiring Officers shall have the right to stand for re-election.
- 13.4 If the chair is unable for any reason to perform the chair's duties then the deputy chair shall become acting chair during the relevant period of inability.
- 13.5 If any Officer (other than the chair) is unable for any reason to perform that Officer's duties, the Trustees shall appoint another Trustee to become the acting Officer during that relevant period of inability.

14.0 **Proceedings of Trustee Meetings**

- 14.1 Subject to this Deed the Trustees may meet together for the dispatch of business and may adjourn or otherwise regulate their meetings as they think fit.
- 14.2 At any meeting of the Trustees the chair shall preside or in his or her absence the deputy chair shall preside. In the absence of both the chair and the deputy chair the Trustees may elect one of their members to preside.
- 14.3 At all meetings of Trustees:
 - a. No business shall be transacted unless the requisite quorum, which is 5 Trustees present (whether personally, by proxy or connecting to the meeting remotely in accordance with clause 18), is present at the commencement of business.
 - b. All decisions at a general meeting shall be reached by consensus. However, if a consensus cannot be reached on any decision, it shall, subject to clause 10 and 11, be put as a motion to be decided by a majority of votes.
 - c. If the voting is tied, the motion shall be lost.
 - d. A declaration by the chair or in their absence the deputy chair that the resolution has been carried shall be conclusive evidence of that fact.
- 14.4 Where any Trustee has been engaged by the Trust to carry out consultancy or other services for the Trust that will result in the Trustee receiving a financial benefit for such services then that Trustee shall not be entitled to vote on any resolution related to the services provided.
- 14.5 An act or decision of the Trustees shall not be invalid by reason only of:-
 - a. A fault, default or irregularity in or in connection with the appointment of a Trustee;
 - b. A vacancy in the number of the Trustees including a vacancy arising because of the failure to appoint a Trustee;

- c. The accidental omission to give notice to or the non-receipt of notice by any Trustee.
- 14.6 The Trustees shall keep a minute book and shall cause minutes to be kept therein of all meetings, resolutions and decisions made by them. Minutes purporting to be signed by the chair of the Trustees of a meeting shall be receivable as prima facie evidence of the matters contained in such minutes
- 15.0 **Convening of meetings**
- 15.1 The Trustees shall hold at least one Annual General Meeting each year but otherwise shall hold such meetings in any calendar year as they shall decide.
- 15.2 The chair shall convene the meetings of the Trustees.
- 15.3 The chair shall convene any meeting of the Trustees if the chair receives a written request from at least three Trustees to hold a meeting. At, least seven days prior notice of meetings of Trustees shall be given to all Trustees.
- 16.0 **Resolution in Lieu of Meeting**
- 16.1 A resolution in writing signed or assented to by letter, facsimile, email or other written or auditable electronic manner, by the majority of Trustees shall be as valid and effective as if it had been passed at a meeting of Trustees duly called and constituted.
- 16.2 Any such resolution may consist of several documents in like form either signed or purporting to have been despatched by any one or more of the Trustees.
- 17.0 **Proxies**
- 17.1 A Trustee may exercise the right to vote either by being present in person or by proxy.
- 17.2 Only an existing Trustee may be appointed as a proxy.
- 17.3 A proxy for a Trustee is entitled to be heard at a meeting of Trustees as if the proxy were the Trustee.
- 17.4 A proxy must be appointed by notice in writing signed by the Trustee stating the particular meeting for which the proxy is valid, and a copy of which must be produced before the start of the meeting.
- 17.5 No proxy is effective unless it is produced not less than 24 hours before the start of the meeting.

18.0 Remote attendance at a meeting of Trustees

- 18.1 Trustees shall be deemed to be present at the meeting if they connect remotely so long as each Trustee taking part in a meeting by telephone or other means of communication can throughout the meeting be able to hear each of the Trustees, and contemporaneously communicate with each of the Trustees taking part in the meeting.

19.0 Service of Notices

- 19.1 Notices shall be deemed served by one party upon another party:
- a. If posted, 2 days following posting;
 - b. If delivered personally, at the date of service;
 - c. If sent by facsimile or other electronic device, on the day following the date of transmission.

20.0 Risk and Audit Committee

- 20.1 The Trustees may appoint as a body of the Trust a Risk and Audit Committee, which will have a separate Terms of Reference detailing its constitution, objectives, terms of office and responsibilities.
- 20.2 A meeting of the Trustees shall approve the original Terms of Reference and any amendments to that Terms of Reference.

21.0 Business Committee (The "Business Committee")

- 21.1 The Trustees may appoint as a body of the Trust a Business Committee to supervise the management and administrative functions of the Trust.
- 21.2 The Business Committee shall carry out the goals, objectives and powers of the Trust at the direction of the Trustees and in accordance with the Rules specified from time to time by the Trustees.
- 21.3 The Business Committee shall hold meetings at such time and place as they determine.
- 21.4 Members of the Business Committee will be Trustees or persons employed or contracted by the Trust.
- 21.5 The Chair will appoint members of the Business Committee, and shall distinguish between members with voting rights and members with speaking rights.
- 21.6 The Business Committee may appoint sub-committees to carry out any of its functions.

21.7 Business Committee Meeting Procedure:

- a. Where it is not stated in these rules, the Business Committee shall determine its own method of running its meetings, which can be conducted over electronic means in accordance with clause 18.
- b. The quorum for the Business Committee shall be three Business Committee members with voting rights.
- c. Decision-making will be by consensus but if a vote is required it shall be by simple majority of the Business Committee members with voting rights that are present at the meeting.
- d. The Business Committee will explicitly approve any payments made by the Trust to a Trustee.
- e. Proceedings of the Business Committee will be recorded in minutes which shall be available to all Trustees.
- f. A Business Committee member who is unable to attend a Business Committee meeting may vote on a particular issue by proxy issued in accordance with clause 17.
- g. Any Trustee shall be entitled to attend Business Committee meetings. However, they will not be entitled to vote.

21.8 The Business Committee shall oversee the operations of the Trust:

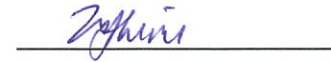
- a. Delegate to employees of the Trust in writing any powers and duties that the Business Committee holds, subject to any conditions and restrictions;
- b. Appoint employees of the Trust on a permanent, fixed term or temporary basis and to enter into contracts with individuals for the provision of services;
- c. Determine their duties and fix their salaries and emoluments, subject to provisions in clause 5 where the individual is a Related Party;
- d. Suspend, remove or dismiss any such officers or servants subject to the guidelines for employment and discipline of the Trust;
- e. Enter into contracts on behalf of the Trust;
- f. Establish procedures to ensure that the business of the Trust is conducted in accordance with good practice;
- g. Ensure that all moneys received by the Trust are paid immediately into a bank account (of a bank registered in New Zealand) to the credit of 2020 Trust;
- h. Ensure that all accounts presented for payment shall be paid by an instrument approved by two authorised officials of the Trust;
- i. Review and confirm payments made on behalf of the Trust.

EXECUTION

SIGNED by LAURENCE JOHN MILLAR in the presence of:)
)
)



Witness name: Vanisa Dhiri
Occupation: Executive Director
Address: C1 - PO Box 2020
Wellington 6242

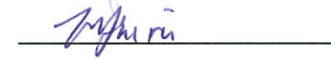


EXECUTION

SIGNED by DAVID WILTON BARROW in the presence of:)
)
)



Witness name: Vanisa Dhiri
Occupation: Executive Director
Address: C1 - PO Box 2020
Wellington 6242



EXECUTION

SIGNED by SELWYN SCREEN in the presence of:)
)
)



Witness name: Vanisa Dhiri
Occupation: Executive Director
Address: C1 - PO Box 2020
Wellington 6242



EXECUTION

SIGNED by SARAH LOUISE BACON in the presence of:)
)
)

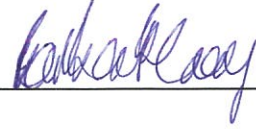


Witness name: Vanisa Dhiri
Occupation: Executive Director
Address: C1 - PO Box 2020
Wellington 6242



EXECUTION

SIGNED by BARBARA HELEN CRAIG in the presence of:)
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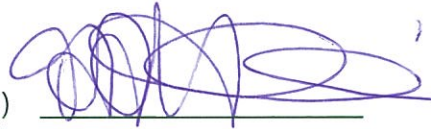


Witness name: Vanisa Dhirni
Occupation: Executive Director
Address: C/- PO Box 20020
Wellington 6242




EXECUTION

SIGNED by ANGELA IRMGARD HAUKE-WILLIS in the presence of:)
)
)



Witness name: Vanisa Dhirni
Occupation: Executive Director
Address: C/- PO Box 20020
Wellington 6242



EXECUTION

SIGNED by MICHAEL MCMILLAN HOWDEN in the presence of:)
)
)



Witness name: Vanisa Dhirni
Occupation: Executive Director
Address: C/- PO Box 20020
Wellington 6242



EXECUTION

SIGNED by KIM ELVA HUMPHERSON in the presence of:)
)
)



Witness name: Vanisa Dhirni
Occupation: Executive Director
Address: C/- PO Box 20020
Wellington 6242

