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Schedule A: Requirements of the Commissioner for South African Revenue Services

Schedule B: General Administrative and Investment Powers

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1. ESTABLISHMENT OF THE TRUST

A Trust is hereby established for the object and subject to the terms and conditions set out in this Trust Deed.

2. NAME OF TRUST

The name of the Trust is:

THE SOUTH AFRICAN INSTITUE FOR ADVANCEMENT
(hereinafter referred to as "the Trust")

3. DEFINITIONS AND INTERPRETATIONS

3.1. In this Trust Deed, unless the context clearly indicates otherwise, the following terms shall have the following meanings assigned to them:

3.1.1.	" The Initial Donor"	SHELAGH FAYE GASTROW
3.1.2.	"The Trust"	The Trust constituted in terms of this Trust Deed.
3.1.3.	"The Trustees"	The persons, nominated and appointed as the Initial Trustees and the persons, subsequently appointed as Trustees in terms of this Trust Deed from time to time.
3.1.4.	"The Trust Fund"	The capital and accumulated income from time to time under the administration of the Trustees.
3.1.5.	"The Beneficiaries"	Non-profit organisations that carry on one or more public benefit activities as listed in Part I of the Ninth Schedule of the Income Tax Act, No. 58 of 1962.

3.1.6. The masculine shall include the feminine, and the singular shall include the plural, and terms referring to persons shall include juristic persons, and vice versa in all cases.

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4. OBJECT OF THE TRUST

4.1. The Trust is a non-profit organisation of a public character, established for the sole Object of providing support to the Beneficiaries to ensure professional and sustainable approaches in acquiring resources for their advancement goals, while promoting national social responsibility and personal philanthropy partnerships.

4.2. The sole Object shall be promoted by means of programmes and activities which are directed to achieving the Object of the Trust, including but not limited to:

4.2.1. Creating an enabling environment for the Beneficiaries to develop long-term sustainable relationships with their supporters,

4.2.2. Establishing a centre that offers training, research and services that contribute to:

4.2.2.1. Entrenching good advancement and strategic planning principles to the application of sustainable relationship building for the acquisition of private funding support,

4.2.2.2. Developing skills for acquiring financial and other resources,

4.2.2.3. Cultivating a greater national climate for growing philanthropy and social responsibility,

4.2.3. Promoting corporate and individual social responsibility to organisations involved in activities for the public benefit, and

4.2.4. Providing advisory and networking services to facilitate communication between different donors, in the interest of strategic alignment, development planning, monitoring and evaluation.

4.2.5. Conducting research on advancement, philanthropy, matching of prospects to proposals, pre-intervention needs and post-intervention impact.

5. NON-PROFIT DISTRIBUTING CHARACTER

5.1. The income and property of the Trust shall be used solely for the promotion of its sole Object. No portion of such income or property of the Trust shall be paid or distributed directly or indirectly to any person otherwise than for the purpose of promoting the public

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benefit activities of the Trust; provided that nothing contained in this clause shall prevent the payment in good faith to any person (including a Trustee) of:

5.1.1. Reasonable compensation for services actually rendered to the Trust;

5.1.2. Reimbursement of actual costs or expenses reasonably incurred on behalf and with the authority of the Trust.

5.2. Upon the dissolution of the Trust, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst the Trustees, but shall be transferred to one or more other non-profit organisations of a public character which the Trustees (failing which, any division of the High Court) may consider appropriate, and which have the same or similar objectives to those of the Trust and should the Trust become an approved public benefit organisation:

5.2.1. is a similar public benefit organisation which has been approved in terms of section 30 of the Income Tax Act, or

5.2.2. any institution, board or body which is exempt from tax under the provisions of section 10(1)(cA), which has as its sole or principal object the carrying on of any public benefit activity, or

5.2.3. any department of state or administration in the national or provincial or local sphere of government of the Republic contemplated in section 10(1)(a) or (b).

5.3. The Trust intends to apply to the Commissioner for South African Revenue Service for exception from income tax, and from other taxes and duties as may be appropriate. In compliance with the Income Tax Act, the provisions set out in the attached **Schedule A** shall bind the Trust and qualify this Deed, and insofar as may be necessary, override any contrary provision in this Deed.

6. LEGAL STATUS

6.1. The Trust shall register as a non-profit organisation in terms of the Nonprofit Organisations Act 71 of 1997 as amended.

6.2. On such registration, the Trust shall be a body corporate with its own legal identity that is separate from that of the Trustees, and the Trust shall continue to exist even if the Trustees change.

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6.3. Accordingly, the Trust may own property, enter into contracts, and sue or be sued in its own name.

7. TRUST FUND

7.1. The initial capital constituting the Trust Fund shall comprise an amount of: One Hundred Rand (R100.00) which the Initial Donor hereby undertakes to pay to the Trust, forthwith upon execution of this Trust Deed.

7.2. The Trust Fund initially constituted as aforesaid, may be increased, from time to time, by accruals of income and/or capital, and by further amounts or assets which may, from time to time, be contributed to the Trust, by the Initial Donor or any other party, by means of donation, or in any other lawful manner.

7.3. No further Trust Deed shall be required to vest the Trustees with such further increments to the Trust Fund. The payment, transfer or cession of such increments to the Trustees, and their acceptance thereof, shall be sufficient to vest same in the Trust, for the sole Object, and subject to the provisions set out in this Trust Deed.

8. TRUSTEE POWERS

For the purpose of promoting the sole Object of the Trust and subject to the provisions of this Trust Deed, including the provisions set out in clause 5.3 above, the Trustees shall have:

8.1. A complete and unfettered discretion as to the manner in which they use and apply the entire Trust Fund as it is constituted from time to time;

8.2. All such powers and authorities as they may require, which shall include, but not be limited to, the General Investment and Administrative Powers set out in the attached **Schedule B.**

9. BOARD OF TRUSTEES

The Trustees of the Trust shall be constituted into a Board of Trustees ('the Board") which shall be responsible for promoting the Object of the Trust and implementing the provisions of this Trust Deed.

10. INITIAL TRUSTEES

The initial Trustees shall be:

10.1. MARY GABRIELLE RITCHIE

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10.2. SHELAGH FAYE GASTROW

10.3. PATRIC WILLIAM TARIQ MELLET

11. APPOINTMENT OF TRUSTEES

11.1. At all times there shall be a minimum of three (3) trustees.

11.2. The Board may from time to time, and in their sole discretion appoint any person as Trustee who they believe will assist in achieving the sole Object of the Trust.

11.3. Should the number of Trustees, at any time or for any reason, fall below the minimum number of three (3), then the remaining Trustees shall immediately appoint a suitably qualified person/s to fill the relevant vacancy/ies. For so long as there are fewer Trustees in office than the required minimum number, the remaining Trustees shall act only to preserve the assets and interest of the Trust, and to increase the number of Trustees to the required minimum.

11.4. The office of any Trustee may be terminated by resolution adopted by a two-thirds (2/3) majority of Trustees present at a duly convened and quorate meeting of the Board, provided that prior to the adoption of any such resolution, the Trustee/s facing possible termination shall be afforded an opportunity to address the Board, verbally or in writing and personally or through a representative, with reference to the reasons for the proposed termination.

11.5. The Board, from time to time and in their sole discretion, may co-opt any person for any period as they deem fit, as non-voting Trustee, if they believe such person will assist the Board in achieving the sole Object of the Trust.

12. TRUSTEES VACATING OFFICE

The office of a Trustee shall be vacated if she/he:

12.1. Dies, or tenders his/her resignation in writing; or

12.2. Becomes of unsound mind, or otherwise unfit and incapable of acting in this capacity; or

12.3. Is declared insolvent or assigns his/her Estate for the benefit of, or compounds with his/her creditors; or

12.4. Becomes for any other reason, legally disqualified from acting as a Director of a Company, or Trustee of a Trust; or

12.5. Is removed in terms of a resolution duly passed in accordance with the provisions of clause 11.4 above.

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13. SECURITY

No Trustee, whether acting jointly or singularly, shall be required to furnish security for the proper performance of her or his functions as required in terms of section 6 (2)(a) of the Trust Property Control Act, No. 57 of 1988.

14. PROCEDURE AT TRUST MEETINGS

14.1. The business of the Trust shall be administered by the Board, which shall conduct its meetings and regulate its proceedings as it finds convenient, subject to the provisions set out in clauses 14.2 – 9 below:

14.2. The Trust must appoint a Chairperson and may elect from their number a:

14.2.1. Secretary; and

14.2.2. Treasurer

14.3. The Chairperson may at any time convene such a meeting of the Board; and shall be obliged upon the requisition of any two Trustees to convene such meeting.

14.4. The quorum necessary for the transaction of any business by the Board shall be one half (1/2) of the Trustees.

14.5. Resolutions put to the vote shall be decided by means of a show of hands or by ballot. A vote shall be held only if demanded by the Chairperson or not less than one third (1/3) of those present at the Meeting and entitled to vote. The result of the vote shall be the resolution of the meeting.

14.6. At meetings of the Board, each Trustee present or represented shall have one (1) vote.

14.7. Questions arising shall be decided by a majority of votes. In the event of an equality of votes, the Chairperson shall have a second or casting vote.

14.8. Proper minutes shall be kept of the proceeding of the Board, and a record of the Trustees present at each meeting. Such minutes shall be signed by the Chairperson, or her/his deputy, and shall be available at all times for inspection or copying by any Trustee on reasonable notice to the Secretary.

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14.9. Save for amending the Trust Deed or the name of the Trust or dissolving the Trust (in respect of which matter, a meeting must be held) as provided for in clause 22, a resolution signed by all the Trustees for the time being present in the Republic, and being not less than sufficient to form a quorum, shall be as valid as if it had been passed at a duly convened meeting of the Board.

14.10. The Board may delegate any of its powers to a Trustee, or special purpose Committee. The Trustee or Committee to whom such delegation is made, shall in the exercise of its functions, conform to any regulations and procedures that may be stipulated by the Board from time to time.

15. ANNUAL GENERAL MEETINGS

15.1. The first Annual General Meeting of the Trust shall be held within eighteen (18) months of the date upon which this Trust is registered with the Master of the High Court. Subsequent Annual General Meetings shall be held within three (3) months of the end of each financial year. The business of each Annual General Meeting shall include the following:

15.1.1. The presentation and adoption of the Annual Narrative and Financial Report;
15.1.2. The (re-) appointment of Auditors; and
15.1.3. Such other matters as may be considered appropriate by the meeting.

15.2. Annual General Meetings of the Trust shall be conducted and regulated in accordance with the procedures provided for in terms of clauses 14.3 – 9 above.

16. NOTICES

16.1. Notice of all meetings provided for in the Deed, shall be delivered personally or sent by prepaid post or addressed by e-mail transmission, to the last address notified by each Trustee, or in any other manner as the Board of Trustees may decide from time to time.

16.2. The accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting.

16.3. If posted, notices shall be deemed to have been received seven (7) days after posting.

17. BANK ACCOUNT

The Board shall open an account in the name of the Trust with a registered Bank. The Board shall ensure that all monies received by the Trust are deposited in the abovementioned bank account as soon as possible after receipt.

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18. SIGNATURES

All cheques, promissory notes and other documents requiring signature on behalf of the Trust shall be signed in such manner as the Board resolves from time to time, provided they are signed by at least two (2) signatories authorised by the Board.

19. FINANCIAL YEAR END

The Trust's financial year-end shall be the last day of February.

20. BOOKS OF ACCOUNT

The Board shall ensure that the Trust keeps proper records and books of account which fairly reflect the affairs of the Trust.

21. ANNUAL NARRATIVE AND FINANCIAL REPORTS

21.1. The Board shall ensure that the Trust prepares an Annual Narrative Report describing the Trust's activities and an Annual Financial Statement for each financial year. The Annual Financial Statements shall conform to generally accepted accounting principles and shall include a statement of income and expenditure and a balance sheet of assets and liabilities.

21.2. Within two (2) months after drawing up the Annual Financial Statements, the Board shall ensure that the books of account and financial statements are audited and certified in the customary manner by an independent practicing chartered accountant.

21.3. A copy of the Annual Financial Statements and Annual Narrative Report shall be made available to all the Board as soon as possible after the close of the financial year.

22. AMENDMENTS, NAME CHANGE AND DISSOLUTION

This Trust Deed may be amended, the name of the Trust may be changed and the Trust may be dissolved by a resolution passed at a meeting convened for that purpose supported by two-thirds (2/3) of the Trustees in office at the relevant time, being not less than the minimum number stipulated in clause 11.1 above; provided that, at least twenty-eight (28) days prior to the meeting, proper notice of the meeting is given and such notice states the nature of the resolution to be proposed.

Upon dissolution of the public benefit organisation, the remaining assets must be transferred to:

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- Another public benefit organisation which has been approved in terms of section 30 of the Act.
- Any institution, board or body which is exempt from payment of income tax in terms of section 10(1)(cA)(i) of the Act, which has as its sole or principal object the carrying on of any public benefit activity; or

  Any department of state or administration in the national or provincial or local sphere of government of the Republic contemplated in section 10(1)(a) or (b) of the Act.

23. INDEMNITY

23.1. Subject to the provisions of any relevant statute, the Trustees and other office bearers of the Trust shall be indemnified by the Trust for all acts done by them in good faith on its behalf. It shall be the duty of the Trust to pay all costs and expenses, which any such person incurs or becomes liable for as a result of any authorised contract entered into, or act done by him or her, in his or her said capacity, in the discharge, in good faith, of his or her duties on behalf of the Trust.

23.2. Subject to the provisions of any relevant statute, no Trustee or other office bearer of the Trust shall be liable for the acts, receipts, neglects or defaults of any other Trustee or office bearer, or for any loss, damage or expense suffered by the Trust, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

24. TRUSTEES DISCRETION

In this Trust Deed, discretions vested in the Board in terms of this Trust Deed, shall be complete and absolute, and any decision made by them pursuant to their discretionary powers shall not be challengeable by any affected person: provided that the Trustees shall at all times be obliged to conform to the stated Object of the Trust, and to comply with the provisions of this Trust Deed.

25. PATRONS

The Trustees, at their discretion, may establish a special honorary status, which may be conferred upon individuals designated "Patrons". Such designation shall acknowledge a special relationship and/or contribution to the Trust. The Trustees may determine the terms, conditions and duration, of any such designation, and the rights, privileges and responsibilities attaching to the office of Patron.

26. FRIENDS

The Trustees, at their discretion, may establish a special category of membership called "Friends of the South African Institute for Advancement", which membership may be conferred upon such person, and subject to such terms and conditions as the Trustees may deem appropriate, from time to time.

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SCHEDULE A

As contemplated by clause 5.3 of this Trust Deed, the Trust intends to apply to the Commissioner for South African Revenue Service for income tax exemption, donor deductible status and exemption from other appropriate taxes and duties. In compliance with the requirements of the Income Tax Act, the Trust shall:

1. Carry on its public benefit activities in the Republic.

2. The activities of the organisation are to be carried on in a non-profit manner and with an altruistic or philanthropic intent.

3. The funds of the public benefit organisation will be used solely for the objects for which it was established.

4. All public benefit activities carried on by the public benefit organisation will be for the benefit of, or widely accessible to, the general public at large, including any sector thereof, other than small and exclusive groups.

5. A copy of all amendments to the founding documents will be submitted to the Commission for the South African Revenue Services.
6. At least three persons will accept fiduciary responsibilities for the public benefit organisation. They will not be connected persons in relation to each other, and no other single person directly or indirectly controls the decision making powers relating to such an organisation.

7. No funds will be distributed to any person, other than in the course of undertaking any public benefit activity.

8. No donation will be accepted which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A; Provided that a donor (other than a donor which is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i), which has as its sole or principal object the carrying on or any public benefit activity) may not impose any conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.

9. The public benefit organisation will not be party to, or does not knowingly permit, or has not knowingly permitted, itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under this Act or any other Act administered by the Commissioner.

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10. No activity will directly or indirectly promote the economic self-interest of any fiduciary or employee of the organisation otherwise than by way of reasonable remuneration.

11. No remuneration will be paid to any employee, office bearer, member or other person, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered and has not and will not economically benefit any person in a manner which is not consistent with its objects.

12. The public benefit organisation will comply with such reporting requirements as may be determined by the Commissioner for the South African Revenue Services.

13. Take reasonable steps to ensure that the funds, which it may provide to any association of persons as contemplated in section 30(b)(iii) of the Income Tax Act 58 of 1962, as amended, are utilized for the purpose for which they are provided.

14. Become registered in terms of section 13(5) of the Non-Profit Organisations Act 71 of 1997, as amended, within such period as the Commissioner may determine, and comply with any other requirements imposed in terms of that Act, unless the Commissioner in consultation with the Director or Nonprofit Organisations designated in terms of section 8 of the Nonprofit Organisations Act, 1997, on good cause show, otherwise directs.

15. No resources will be used, directly or indirectly, to support advance or oppose any political party.

16. Ensure that any books of account, records or other documents relating to its affairs are:

    16.1. where kept in book form, retained and carefully preserved by any person in control of the Trust, for a period of at least four years after the date of the last entry in any such book; or

    16.2. where not kept in book form, are retained and carefully preserved by any person in control of the Trust, for a period of four years after the completion of the transaction, act or operation to which they relate.

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SCHEDULE B

As contemplated by clause 8.2 of the Trust Deed, the *General Administrative and Investment Powers* of the Trust include the following:

1. To invest Trust Funds as they see fit in their sole and absolute discretion and to vary such investments from time to time.

2. To accept and take over investments and assets forming the subject matter of donations made to the Trust and retain them in the form in which they are received, or sell them and re-invest the proceeds.

3. To institute or defend any legal or arbitration proceedings and to settle any claims made by or against the Trust.

4. To open and operate accounts with registered banks and building societies.

5. To employ staff and hire professional and other services.

6. With regard to movable and immovable property and tangible and intangible assets of whatsoever nature:

   6.1. To purchase or acquire property and assets;
   6.2. To maintain, manage, develop, exchange, lease, sell or in any way deal with the property and assets of the Trust;
   6.3. To donate and transfer the property and assets of the Trust to organisations with the same or similar objectives to those of the Trust and which carry on one or more "public benefit activities" as defined in section 30 of the Income Tax Act 58 of 1962 as amended.

7. To borrow and to use the property or assets of the Trust as security for borrowing.

8. To grant loans on such terms and conditions and with or without security as the Trustees in their sole discretion may decide.

9. To guarantee the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the Object of the Trust.

10. To execute any act or deed in any deeds registry, mining titles or other public office.

11. To transfer shares or other assets into the names of one or more of the Trustees or into the name of any nominee/s for the Trust.

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12. To work in collaboration with other organisations and to amalgamate with any organisation with the same or similar objectives and which carry on one or more "public benefit activities" as defined in section 30 of the Income Tax Act 58 of 1962, as amended.

13. To exercise all the management and executive powers that are normally vested in the Board of Directors of a Company.

14. To exercise all the powers and authority of the Trust not only in the Republic of South Africa but in any other part of the world.

15. Generally to deal with the assets and investments of the Trust Fund in any manner they deem fit and to this end the Trustees have all such additional powers and authorities as may be necessary to enable them to do so.

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DATED at Cape Town this 7th day of **August** 2020

DocuSigned by:
Russel Ally
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RUSSELL ALLY *(Chairperson)*

AS WITNESSES

1. DocuSigned by: Nazeema Mohamed 7C34D0246E38436...

2. DocuSigned by: Joonas F3889E95284C4A0...

DATED at Cape Town this 7th day of **August** 2020

DocuSigned by:
Israel Noko
064E16EC87EF4B3...

ISRAEL NOKO *(Treasurer)*

AS WITNESSES

1. DocuSigned by: Nazeema Mohamed 7C34D0246E38436...

2. DocuSigned by: Joonas F3889E95284C4A0...

DATED at Cape Town this 7th day of **August** 2020

DocuSigned by:
Melinda Abrahams
8E4C573DC91940B...

MERLINDA ABRAHAMS *(Secretary)*

AS WITNESSES

1. DocuSigned by: Nazeema Mohamed 7C34D0246E38436...

2. DocuSigned by: Joonas F3889E95284C4A0...

DATED at Cape Town this 7th day of August 2020

DocuSigned by:

Nomvula Dlamini

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NOMVULA DLAMINI *(Trustee)*

AS WITNESSES

DocuSigned by:

1. Nazeema Mohamed

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DocuSigned by:

2. Joonas

F3889E95264C4A0...

DATED at Cape Town this 7th day of August 2020

DocuSigned by:

E805B0CF8529459...

VIOLA MANUEL *(Trustee)*

AS WITNESSES

DocuSigned by:

1. Nazeema Mohamed

7C34D0246E38436...

DocuSigned by:

2. Joonas

F3889E95264C4A0...

DATED at Cape Town this 7th day of August 2020

DocuSigned by:

Tom Winslow

F94A164A7B56424...

THOMAS WINSLOW *(Trustee)*

AS WITNESSES

DocuSigned by:

1. Nazeema Mohamed

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DocuSigned by:

2. Joonas

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