

"A"

This is the document marked "A" referred to in the annexed declaration of ..... made at Nelson this ..... day of ..... 2013 before me .....

## Rinchen Jungdan Dongrum Gyal Foundation

THIS DEED is made the *29<sup>th</sup>* day of *August* 2013

### BETWEEN

Daniel Stuart Brownlees	485 Hill Street, Richmond, Nelson	Civil & Structural Engineer
Christine Sophia Kalimurti	485 Hill Street, Richmond, Nelson	Midwife
Rhonda Gail Brownlees	485 Hill Street, Richmond, Nelson	Retired

### WHEREAS:

- A. The parties to this Deed wish to establish a charitable trust (in this Deed referred to as "the Trust") for the purposes described in Clause 4 of this Deed, and
- B. The parties to this deed have agreed to contribute the sum of five dollars each to establish the Trust; and
- C. They have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.

NOW THIS DEED WITNESSES that the Constitution and Rules of the Trust are as follows:

#### 1. NAME

The name of the Trust will be **Rinchen Jungdan Dongrum Gyal Foundation** in this deed called 'the Trust'.

#### 2. HISTORY

Venerable Lama Assi (Lama Karma Tsultrim Tharchen) is a teacher in the Karma Kagyu (also known as Karma Kamtsang) Lineage of Buddhism. The highest spiritual authority of this tradition is His Holiness 17<sup>th</sup> Gyalwa Karmapa Orgyen Trinley Dorje. Lama Assi's activities in New Zealand are undertaken with the blessing of His Holiness Karmapa and His Eminence the Twelfth Kenting Tai Situpa, Pema Donyo Nyinche Wangpo, and are identified by the name of Kagyu Choeyang Ling (KCL). As of August 2013 KCL has established centres in both Nelson and Christchurch.

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Rinchen Jungdan Dongrum Gyal Foundation is established under the guidance of Venerable Lama Assi as Spiritual Director to support Karma Kagyu Buddhist activities outlined above as specified in Clause 4.

**3. VISION**

The liberation of all beings from suffering and their establishment in perfect happiness.

OM MANI PADME HUNG, KARMAPA CHENNO!

**4. PURPOSE**

The purposes of the Trust will be to:

- (i) provide material support for the awareness, understanding, study and practice of Buddhism. This may include, but is not limited to, financial support and the provision of land and buildings.
- (ii) fulfil purpose (i) with a special emphasis on the practice of Buddhism according to the teachings of the Karma Kagyu Lineage as defined by His Holiness the 17<sup>th</sup> Gyalwa Karmapa Orgyen Trinley Dorje, his regent and successors ('H.H. Karmapa') and as performed by the Spiritual Director.
- (iii) carry out any activities consistent with the charitable purpose of the Trust.

In carrying out the purposes of the Trust, the Trustees will be guided by the wishes of the Spiritual Director and H.H. Karmapa.

**5. ACTIVITIES LIMITED TO AOTEAROA/NEW ZEALAND**

The activities of the Trust will be limited to Aotearoa/New Zealand.

**6. OFFICE**

The office of the Trust will be in such place in New Zealand as the Board of Trustees may from time to time determine.

**7. THE BOARD OF TRUSTEES**

- 7.1. The Board will comprise of no less than three (3) Trustees and no more than five (5) Trustees.
- 7.2. The founding Trustees will be appointed by Venerable Lama Assi (Lama Karma Tharchen Tsultrim) and the Trustees named in this deed will be the first Board. The Trustees will elect from among themselves a Chairperson. A Secretary and Treasurer will also be appointed from among themselves or from non-trust members. An election of office-bearers will be held at the first meeting of the Board following the execution of this Deed and whenever a vacancy occurs. The positions of Secretary and Treasurer may be combined.
- 7.3. A person will immediately cease to be Trustee when she or he:
  - 7.3.1. notifies the Board in writing of his or her resignation,

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- 7.3.2. is unable to perform his or her duties as determined by a majority of Trustees.
- 7.3.3. dies,
- 7.3.4. is declared bankrupt
- 7.3.5. is found to be a mentally disordered person within the meaning of the Mental Health Act 1969 or subsequent enactment, or
- 7.3.6. is disqualified from acting pursuant to the Charities Act 2005 or subsequent enactment.
- 7.4. In consultation with the Spiritual Director, the Board will have the power to fill any vacancy that arises in the Board or to appoint any additional trustees subject to clause 7.1
- 7.5. The Board may continue to act notwithstanding any vacancy, but if their number is reduced below the minimum number of trustees as stated in this deed, the continuing trustee/s may act for the purpose of increasing the number of trustees to that minimum but for no other purpose.
- 7.6. The Board may, by a motion decided by a two-thirds (2/3<sup>rd</sup>) majority of votes, terminate a person's position as a Trustee and member of the Board, if it believes, following consultation with the Spiritual Director, that such action is in the best interests of the Trust. The Trustee must be given:
  - 7.6.1. at least fourteen (14) days' notice of the proposed removal;
  - 7.6.2. the reasons for the proposed removal; and
  - 7.6.3. an opportunity to reply at the meeting considering his or her removal.
- 7.7. The Board is ultimately responsible for the management and governance of all affairs of the Trust. The Board will at all times be guided by and always remain mindful of the wishes and direction of the Spiritual Director of the Trust.
- 7.8. The name of the Board will be **Rinchen Jungdan Dongrum Gyal Foundation**.

## 8. MEETINGS OF THE BOARD

- 8.1. The procedure for Board meetings will be as follows:
  - 8.1.1. A quorum will be at least half of its members.
  - 8.1.2. If a Trustee, including an office-bearer, does not attend three (3) consecutive meetings of the Board without leave of absence that member may, at the discretion and on decision of the Board be removed as a Trustee and/or from any office of the Trust which she or he holds.
  - 8.1.3. All questions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by show of hands. Every Board member shall be entitled to one vote.
  - 8.1.4. If the voting is tied the motion shall be lost, unless all members of the Board are present at which time the Chairperson will have a second and casting vote.

- 8.1.5. Each meeting will be chaired by the Chairperson of the Trust. In the absence of the Chairperson, the Board will elect a person to chair the meeting from among the Trustees present.
- 8.2. The Board will meet at least once every year. Meetings may be held in person or by any other means of communicating as decided on by the Board from time to time. The Secretary will ensure that all members of the Board are notified of the meeting, either verbally, in email or in writing.
- 8.3. The Secretary will ensure that a minute book is maintained which is available to any member of the Trust and which, for each meeting of the Board, records
  - 8.3.1. the names of those present;
  - 8.3.2. all decisions which are required by this Deed or by law to be made by the Board of Trustees; and
  - 8.3.3. any other matters discussed at the meeting.

## 9. ANNUAL GENERAL MEETINGS

- 9.1. The Annual General Meeting will be held annually in either May, June or July.
- 9.2. The Annual General Meeting will carry out the following business:
  - 9.2.1. Receive the minutes of the previous Annual General Meeting and of any other General Meeting held since the last Annual General Meeting.
  - 9.2.2. Receive the Chairperson's report on the activities of the Trust over the last year and the proposed priorities and directions for the Trust in the current year.
  - 9.2.3. Receive the balance sheet and statement of income and expenditure for the past year and the estimate of income and expenditure for the current year.
  - 9.2.4. If required, appoint an auditor of the Trust's accounts.
  - 9.2.5. Conduct any other business which may properly be brought before the meeting.

## 10. POWERS

In addition to the powers provided by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:

### 10.1. Use of funds

To use the funds of the Trust as the Board thinks necessary or expedient in payment-of the costs and expenses of the Trust, including the employment and dismissal of professional advisors, agents, officers and staff, according to principles of good employment and prevailing employment legislation;

### 10.2. Deal with Land and Property

10.2.1. To purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges which the Board thinks necessary or expedient in order to attain the purpose of the Trust and to sell, exchange, let, bail or lease, with or

without option of purchase or, in any other manner, dispose of such property, rights or privileges; and

10.2.2. to give and execute mortgages over the lands and chattels purchased or acquired for the purchase money or any part thereof upon such terms and conditions as the Board shall think fit.

**10.3. Business**

To carry on any business;

**10.4. Invest and manage funds**

10.4.1. The Trustees may invest or re-invest the Trust fund in any way permitted by law and upon such terms as the Trustees think fit;

10.4.2. The Trustees shall not be liable for, and shall be indemnified by and out of the Trust fund in respect of any loss or liability which may be sustained or incurred by reason of the exercise of their power of investment.

**10.5. Borrow money**

10.5.1. To borrow or raise money upon mortgage of the real or personal property of the Trust, or any part of parts thereof, or upon debentures or mortgage debentures of the Trust and to issue such debentures or to borrow money from bankers or other persons with or without security; and

10.5.2. The Trustees may give security for repayment over the whole or any part of the Trust fund, even if some part given as security does not benefit from the borrowing.

**10.6. Receive Donations**

To accept any property or money donated to the Trust, provided that it is not subject to any condition that is inconsistent with the achievement of the Trust purposes;

**10.7. Solicit Funding**

To solicit, receive, enlist and accept financial grants or other support from individuals and organisations, authorities and government, provided that this is not subject to any condition that is inconsistent with the achievement of Trust purposes

**10.8. Contracts**

To liaise, negotiate, work with, enter into and be party to contracts and agreements with any party and on any terms as the Trustees think fit;

**10.9. Indemnities and guarantees**

The Trustees may indemnify, guarantee and secure any company, firm or person against debt or liability incurred or undertaken on behalf of the Trust and against any costs, losses or expenses in connection with the affairs of the Trust, and in connection with the same to charge the assets of the Trust fund.

**10.10. Payment of Trustee Costs and Expenses**

Subject to clause 11 of this Deed, to pay or reimburse from the Trust fund any costs or expenses incurred in the course of the Trustees discharging or exercising any of their powers and duties;

**10.11. Professional Fees**

The Trustees may pay any Trustee hereof who is engaged in any profession such professional charges or fees for any business done by that Trustee or that Trustee's firm in and about the Trusts hereby declared which that Trustee would have been entitled to charge and receive if that person had not been a Trustee.

**10.12. To do All Other Things**

To do all things as the Trustees may consider necessary or desirable to give effect to and attain the charitable purposes of the Trust.

**11. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES**

- 11.1. Any income, benefit or advantage will be applied to the charitable purposes of the Trust.
- 11.2. No trustee or members of the trust or any person associated with a trustee or member shall participate in or materially influence any decision made by the trustees in respect of any payment to or on behalf of that trustee or member or associated person of any income, benefit or advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).
- 11.3. The provision and effect of this clause shall not be removed from this deed and shall be implied into any document replacing this deed of trust.

**12. POWER TO DELEGATE**

- 12.1. The Board 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 other than those powers and duties that relate to matters which go to the heart of the trust itself such as: the makeup of the Board, the calling of Board meetings, and the purposes for which the trust has been established. The committee or person may without confirmation by the Board exercise or perform the delegated powers or duties in the same way and with the same effect as the Board could itself have done.
- 12.2. Any committee or person to whom the Board has delegated powers or duties will be bound by the charitable terms of the Trust and any terms or conditions of the delegation set by the Board.
- 12.3. The Board will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Board.
- 12.4. It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a Trustee.

**13. FINANCIAL ARRANGEMENTS**

- 13.1. The financial year of the Trust will be from 1 April to 31 March in the following year.
- 13.2. At the first meeting of the Board in each financial year. the Board will decide by resolution the following:

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- 13.2.1. how money will be received by the Trust;
  - 13.2.2. who will be entitled to produce receipts;
  - 13.2.3. what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;
  - 13.2.4. who will be allowed to authorise the production of cheques and the names of cheque signatories; and
  - 13.2.5. the policy concerning the investment of money by the Trust. including what type of investment will be permitted.
- 13.3. The Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust.

**14. COMMON SEAL**

- 14.1. The Common Seal of the Trust will be kept in the custody and control of the Board, or any officer appointed by the Board.
- 14.2. When required, the Common Seal will be affixed to any document following a resolution of the Board and will be signed by the (2) two Board members appointed to sign that document.

**15. ALTERATION OF RULES**

- 15.1. Following consultation with the Spiritual Director the Trustees may, by consensus or pursuant to a motion decided by a two-thirds (2/3<sup>rd</sup>) majority of votes, by supplemental Deed make alterations or additions to the terms and provisions of this document provided that no such alteration or addition will:
  - 15.1.1. detract from the exclusively charitable nature of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable; or
  - 15.1.2. be made to the Purpose Clause (4), the Activities Limited to New Zealand Clause (5), the Pecuniary Interests Clause (11) or the Disposition of Surplus Assets Clause (18) unless it is first approved in writing by the Department of Inland Revenue or any other designated authority.

**16. DISPUTE RESOLUTION**

- 16.1. Any dispute relating to this Deed or this Trust may be resolved in accordance with the direction of the Spiritual Director. In the event that the Spiritual Director is absent or is party to the dispute, the dispute shall be resolved in accordance with the direction of H.H. Karmapa.

**17. TRUSTEE LIABILITY**

It is declared that:

- 17.1. The Trustees are chargeable respectively only in respect of the money and securities they actually receive, or which, but for their own acts, omissions, neglects, or defaults they would have received, notwithstanding their signing any receipt for the sake of conformity; and

- 17.2. They are each answerable and responsible respectively only for their own acts, receipts, omissions, neglects and defaults and not for those of each other, or of any banker, broker, auctioneers, or other person with whom, or into whose hands, any trust money or security is properly deposited or has come;
- 17.3. No Trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property;
- 17.4. No Trustees hereof shall be liable for any loss arising from any cause whatsoever including a breach of the duties imposed by Section 13B and/or Section 13C Trustees Act 1956 (as enacted by the Trustees Amendment Act 1988) (or any statutory replacement or equivalent);
- UNLESS such loss is attributable to:
- (i) his or her own dishonesty; or
  - (ii) the wilful commission by him or her of an act known by them to be a breach of trust.

And pursuant to Section 13D of the Trustees Act 1956 it is intended by this clause that the duties imposed by Section 13B and 13C of the Trustees Act 1956 shall not apply to any Trustee hereof.

- 17.5. No Trustees shall be bound to take any proceedings against a co-trustee for any breach or alleged breach of trust committed by that co-trustee.
- 17.6. Notwithstanding the procedure or otherwise of retaining assets in the Trust Fund no Trustee shall be liable for any loss suffered by the Trust Fund by reason of the Trustees retaining any asset forming part of the Trust Fund.
- 17.7. It is deemed to be a term of every contract entered into by or on behalf of the Trust that the Trust alone is liable to any debts and obligations under the contract, and that no Trustee, employee or volunteer of the Trust is under any personal liability.
- 17.8. The Trustees, employees and volunteers of the Trust shall be indemnified by the Trust against all losses and liabilities incurred by them in the proper performance of their functions and duties, other than as a result of their wilful or criminal act or default.
- 17.9. The Trust may effect insurance for any Trustee, employee or volunteer in respect of any matter for which such person is entitled to be indemnified pursuant to 17.8.

## 18. WINDING UP & DISPOSITION OF SURPLUS ASSETS

- 18.1. The Board may be wound up if at a general meeting of Board members, it passes a resolution to wind up the trust and that resolution is confirmed at a subsequent general meeting called for that purpose and held not sooner than the 28th day and not later than the 42nd day after the date on which the resolution to be confirmed was passed.
- 18.2. On the winding up of the Trust or on its dissolution by the Registrar, all surplus assets after the payment of costs, debts and liabilities will be given to such charitable organisation(s) within New Zealand as the members of the Trust in a General Meeting will decide. Priority shall be given (in order) to
- (i) the activities of the Spiritual Director;
  - (ii) the activities of H.H. Karmapa in New Zealand;



(iii) any other charitable activity as decided by the Board.


If the Trust is unable to make such a decision, the remaining assets will be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 or subsequent enactment.

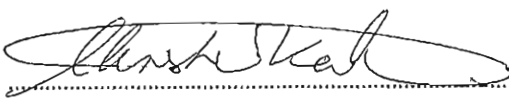
**19. APPOINTMENT OF THE SPIRITUAL DIRECTOR**

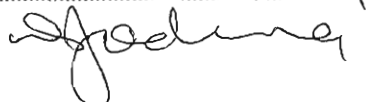
The founding Spiritual Director is Venerable Lama Assi. The incumbent Spiritual Director will appoint the succeeding Spiritual Director prior to his or her retirement from this position. If due to circumstances the incumbent Spiritual Director is unable to make an appointment the Trustees will request H.H. Karmapa to do so.

**IN WITNESS OF WHICH** this Deed has been executed the day and year first written in this Deed.

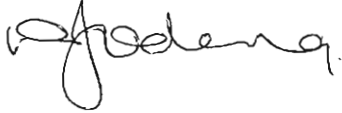
SIGNED by the above named .....   
Daniel Stuart Brownlees


in the presence of: Debbie Odening - Retired  


SIGNED by the above named .....   
Christine Sophia Kalimurti

in the presence of: Debbie Odening - retired  


SIGNED by the above named .....   
Rhonda Gail Brownlees

in the presence of: Debbie Odening - retired  


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Assi.