# "CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST"

1<sup>st</sup> JANUARY 2023

#### **MISSION STATEMENT**

To end poverty and oppression forever on a global scale, through innovative and creative solutions to build a conscience conscious, community and non-materialistic, resource economy, that meets cultural tikanga lore and customary, practices and values of all nations, that can uplift and empower humanity to rebuild working cooperatives that unite one another in a global reset, through the golden light spirit of energy exchange in a world of plenty, to establish abundant wealth through generations of natural eco-friendly growth and development within pay-it-forward affiliate marketing and crowd-share infrastructure strategies for humanitarian, philanthropic, not-for-profit, community services as a charitable foundation.

VISION

To provide a turn-key business opportunity to establish a people-backed, AURA gold light credit value, that is our own private medium of exchange to initiate the Spirit of barter energy exchange on our own auction, tender and classified advertisement listing platforms, for real estate, business ventures, business directory services, vehicles and manufactured products for resale and wholesale drop-shipping that has an internal affiliate referral infrastructure that builds a buyer's network of subscribers, supporting a pay-it-forward system for the people's gold light AURA Credit to initiate a global reset for shared wealth distribution, through a salvation and restoration, Hue man rescue plan to save the World from destructive and malevolent forces intent on destroying Huemanity.

PURPOSE

With salvation and restoration at the forefront, we envision self-sustainable, eco-friendly, conscience conscious, communities in remote regions on good-sized, land acreage or accessible government land seizures that are available for community growth and development projects and charitable societies of this nature. We provide franchise systems in covenant with community residents as crowd-share supporters of community services and industry development to boost employment statistics of the region(s), in which these, conscience conscious, community societies exist.

By making capital pledges and weekly KOHA contributions (donations) as individuals on a community level in cooperation with local businesses, we envision a syndicate housing business and employment solution that can be supported by local grant applications for funding support. The Lottery Commission could possibly support civil infrastructure for roads, lighting, stormwater drainage and community sewage dump stations, recycling and waste management, off-grid communication and electricity, running clean filtered, ionized, alkaline, town water supplies, that can sustain the sheer numbers of residents within these eco-friendly, common unity societies that form an eco-system of pure cooperation magnificence.

With an Executive Counsel and Grounds Committee at the helm, providing good planning to establish a working cooperative with owner-occupied property management and Lease to Own Cabin Options on Leased Land parcels (Lots), under a constitution with house rules for human resource and people management, this could be a viable business option to manage the housing crisis, poverty and oppression, we currently face for homelessness and low paid employees that struggle to meet the basic necessities to maintain good health and well-being.

By meeting local Council By-Laws and seeking Government environmental sanction and local Council approval to enhance low socio-economic areas into productive clean-living societies, we can empower community resident involvement, that inevitably raises the market values within the immediate area and establishes asset resource management for future generations to create wealth and set up future shares, for beneficiaries of the international foundation charitable trust. We may also have the opportunity to meet (WINZ) Work & Income New Zealand's "Urgent Housing" requirements with our Rental Cabins to receive accommodation supplements and Temporary Additional Support payments.

By providing self-managed, self-governed eco-systems with working cooperatives of business-minded people within common unity communities who involve other local community residents and local businesses that initiate capital pledges and weekly donation contributions to support community growth and development of their immediate vicinity with the option for future expansion, we could see a rise in real estate and property management values in the local marketplace. This definitely is a win, win solution for the community supporters that receive a [ROI] return on investment element to this enterprise by way of asset wealth management that they are shareholders of, which provides future sustainability and stability for their environment. A business model backed by the people for the people.

We encourage unified support from shareholders that together everyone achieves more. Equality for all who contribute into a crowd-share funded return on investment solution that offers employment and shareholder opportunities within a working cooperative that establishes an asset-rich, resource economy society, which involves organic industry development that employs people as paid volunteers exchanging their labour and time for our very own private medium of exchange, AURA Gold Light Credits as a solution to thrive and not just survive. This provides immediate expansion to the eco-friendly, ecosystem and conscience conscious, community for future sustainability for the community project and its community.

HISTORY

Ariki-nui Kawenata :Marsich-Crown: aka; Gavin-John :Marsich: had a dream that Huemanity was FREE and living in a paradise World of peace, bought about by agape love. A conscience conscious, community in common unity, inspired by love, peace and charity, clean, feed and teach ideals. To live in harmony with all living creatures of Mother Nature on Earth under the watchful eye of IO Supreme, Most High and ALL Creation. This dream was also his father's dream and together they loved to create. Both were hardworking, reliable and trustworthy that believed in family, customary values and practices. However, the dream was short-lived as family started to grow. There was sibling rivalry and the ego for competition ensued, wanting more and eventually chaos consumed them with envy, jealousy, hate, fear and lust. Their need turned to greed. Fighting over possessions, taking what did not belong to them, fornicating youth and defiling of marriage vows to commit adultery, led to more deception and corruption and soon way beyond their control. Then war broke out in Heaven. A third of the family left their original E-State house of origin to reside with man. The good against the bad. The pain and death were too unbearable, causing GOD to depart from Man.

#### **SALVATION & RESTORATION**

Today, we are faced with a choice between Life or Death. To walk a righteous path set by rules of engagement, terms and conditions and a fool-proof plan with step-by-step instructions. To apply the law "DO NO HARM" and always speak truth. Stay positive and be happy to invest your time and effort to the family of equal shares. To remain in the love energy frequency that brings balanced calmness for peace to the family unit or common unity community.

#### EXPERIENCE

Ariki-nui Kawenata's personal profile can be found <u>HERE</u>. His Curriculum Vitae with his experience can be viewed <u>HERE</u>. His business experience and work ethics are desirable to many of his business colleagues and the Wise High Counsel who bring their experience to the banquet table of knowledge, wisdom, inner and upper standing, counsel, fortitude, piety, fear of GOD, meets regularly to discuss the operations and areas for improvement. The franchise agreement, Charitable Trust, Constitution, Laws, COOP Alliance, Conflict Resolution and Community Standards, Rules, Terms and Conditions, Accurate Transaction Accounting and Book-Keeping Records of the GAIN 2U Systems and more, will provide a solid rock foundation to establish sound and viable franchises around Aotearoa [New Zealand] the Land of the Long White Cloud of the NEW Dawn rising of the Sun/Son and then Aotearo[H]a, The World of Love for environmental growth and development to return the Garden of Eden to its former glory. This is a global shift in conscience and we need Hue-manities help to do it.

#### NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED AS FOLLOWS:

- **1.** Now in accordance with the rules and regulations set out in this Deed and incorporated on this day of, 1st January 2023 sets forth below:
- 2. That we, namely, the "CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST" do solemnly affirm by resolution of Minutes, the 1st of January 2023 to the office appoint the following person[s] as Trustees.

NAME OF TRUSTEES	ADDRESS/CONTACT DETAILS
1. Ariki-nui-Kawenata :Marsich-Crown: PRIVATE Suv'eran de jure	19 Waiotemarama Gorge Road, Opononi 0473, RD3 Kaikohe, [New Zealand] Aotearo[H]a.
2. Gavin-John :Marsich: PRIVATE Suv'eran de jure	19 Waiotemarama Gorge Road, Opononi 0473, RD3 Kaikohe, [New Zealand] Aotearo[H]a.
3. Renae-Frances :Marsich:	
4. Jerome-John :Marsich:	61 Bluebush Road, Kambalda West 6442, Western Australia.
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# 3. BACKGROUND

Ariki-nui Kawenata :Marsich-Crown: aka; Gavin-John :Marsich: from the House of Marsich Crown Kingdom, is the AD-Minister to his own Kingdom as well as his father's affairs with Te-Whare-Mātāmuatanga-o-IO (The Kingdom House of IO) and Aotearoha-Kāwanatanga (The World of Love Governance). He is LOVE and wishes to lavish his families love on Huemanity. IO Supreme, Most High, Adonai, Yahuah is the Alpha and the Omega, beginning and the end Yahusha. Through the father and his living son in flesh, they wish to share their gifts with Hue-manity and restore the World to its former glory.

Ariki-nui Kawenata is the exclusive Creator of the GAIN 2U Matrix and GAIN 2U Network energy exchange platforms and shares his creativity with IO Supreme, Most High as the inspired Word of Adonai and as Co-Creators with Exclusive Ownership. This ownership requires the Ruach Adonai of the Holy Spirit G/Host of each individual living Soul in this Realm to share in Ariki-nui Kawenata's innovative and creative development to be beneficiary shareholders with an affiliate alliance to The Kingdom House of IO and The World of Love Governance supported by the AURA gold light credit and infinite value covenant with IO. This is supported by God's Bank Reserves, tithing since time immemorial and the 304 TBC Coins value along with an unrebutted Common Law Commercial Lien that establishes the value of the AURA gold light credit for energy exchange.

The system assists Hue-manity into self-governing and self-management that establishes covenants of honor by being responsible and accountable for one's own actions within the systems that have rules of engagement. If the rules are breached there is a price to pay and remedy to occur. An Executive Wise Counsel is chosen to maintain the systems high ethical marketing standards. Failure to meet these standards will result in termination from the systems.

- 4. To that end, the parties to this Deed wish to establish an International Foundation in New Zealand ("the Trust") known as "CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST" to give effect to the following charitable Purposes and Rules referred to in this Deed.
- 5. KOHA/CONTRIBUTION TO ESTABLISH AND INCORPORATE THE TRUST On signing this Deed, the above parties agree to pay an upfront capital sum of €1,000.00 plus the weekly sum of €20.00 each to be held by the Trustees for the purposes of establishing this Trust.

# NOW THIS DEED RECORDS THE FOLLOWING

- 6.1 DEFINITION OF TERMS AND CONSTRUCTION
  - a) Associated and other expression indicating the association of persons and references to meaning set-out under section **AY** of the **Tax Act**;
  - **b)** Balance date refers to provisional Tax Requirements of **31st March** and other date adopted by the Trustees;
  - c) Board refers to the Board established under clause 3.1 of this Deed Charitable Trusts Act refers to the Charitable Trusts Act 1957;
  - d) **Designated Gift** means a gift which is subject to a Trust for a specific purpose that comes within the charitable purposes of the Trust Fund;
  - e) **Financial Year** refers to any year or any other required accounting period ending on a Balance Date;

- f) A Trustee will be Interested in a matter if the Trustees;
  - Is a party to or will derive a material financial benefit from that matter,
  - Has a material financial benefit from that matter;
  - Is a Director, Officer and or Trustee of another party to or a person who will or may derive a material financial benefit from the matter of the Trust;
- **g)** Is the parent, child, spouse of another party to or persons who will or may derive a material financial benefit from that matter; or
- h) Is otherwise directly or interested in the matter;
- i) Related Persons refers to the purposes set-out in clause 5.5 (Income, benefit or advantage) and in relation to any business to which section CW 42 of the Tax Act;
- **j)** Applies, means a person specified in paragraphs (i) to (iv) of subsection 5(b) of that section refers to persons specified below:
  - A settlor or trustee of the Trust refers to the administration and management of a Business;
  - A shareholder or director of a Company by which the company is carried on; or
  - A settlor or trustee of a trust that is a shareholder of the company by which the business is carried on;
- k) A person associated with a settlor, trustee, shareholder or director;
  - Tax Act refers to the meaning of Income **Tax Act 2007**.
- I) Teleconference Meeting refers to the purposes set-out under schedule 3 of this Deed, a meeting whether or not the participants are linked by telephone, skype or any other means of instant audio, or audio-visual communication;
- m) Trust refers to the Charitable Trust created by this Deed;
- n) Trust Fund refers to rules set-out in the schedule, meaning this Deed;
- o) Trust Fund means:
  - The sum of €1,000.00 as a capital pledge and €20.00 as a weekly contribution thereafter, referred to in section C of this Deed; and
  - Any money, investments or other property paid or given to, or acquired or agreed to be acquired by, the Trustees after this Deed has been signed with the intention that it be held by the Trustees subject to the Trusts and any other provisions set-out in this Deed;
  - Trustees refer to the appointment of Trustees who are legally responsible in managing and or protecting the interests and or trust Funds, whether original, additional and or substituted;

In these **Rules**, unless the context requires otherwise, the following words and phrases have the following meanings:

- **'Act'** means the Incorporated Societies Act 1908 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it;
- 'Annual General Meeting' means a meeting of the Members of the Society held once per year which, among other things, will receive and consider reports on the Society's activities and finances;
- 'Associated Person' means a person who:
- may obtain a financial benefit from any matter being dealt with by any
   Member (as a Committee Member, or in any General Meeting, or

otherwise for the **Society**) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of that **Member**;

- may have a financial interest in a person to whom any matter being dealt with by any Member (as a Committee Member, or in any General Meeting, or otherwise for the Society) relates;
- is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) relates;
- may be interested in the matter because the Society's constitution so provides but no such Member shall be deemed to have any such interest;
- merely because that Member receives an indemnity, insurance cover, remuneration, or other benefits authorized under this Act; or
- if that Member's interest is the same or substantially the same as the benefit or interest of all or most other members of the Society due to the membership of those members; or
- if that Member's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that Member in carrying out that Member's responsibilities under this Act or the Society's constitution; or
- if that Member is an officer of a union and that Member's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests;
- 'Chair/President' means the Committee Member responsible for, among other things, overseeing the governance and operations of the Society and chairing General Meetings;
- Clear Days' means complete days, excluding the first and last-named days (for instance, excluding the date a Notice of meeting is posted or sent to Members and the date of the meeting);
- 'Committee' means the Society's governing body;
- 'Committee Member' means a member of the Committee, including the Chair/President, Secretary and Treasurer;
- 'Deputy Chair/Vice President' means the Committee Member elected or appointed to deputize in the absence of the Chair/President;
- 'General Meeting' means either an Annual General Meeting or a Special General Meeting of the Society;
- Matter' means (a) the Society's performance of its activities or exercise of its powers; or (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the Society;
- 'Member' means a person properly admitted to the Society who has not ceased to be a member of the Society;
- 'Notice' to Members includes any notice given by post, courier or email; and the failure for any reason of any Member to receive such

Notice or information shall not invalidate any meeting or its proceedings or any election;

- 'Register of Interests' means the register of interests of Committee Members kept under these Rules;
- 'Register of Members' means the register of Members kept under these Rules;
- 'Rules' means the rules in this document;
- 'Secretary' means the Committee Member responsible for, among other things, keeping the Register of Members, the Register of Interests, and recording the minutes of General Meetings and Committee meetings;
- 'Special General Meeting' means a meeting of the Members, other than an Annual General Meeting, called for a specific purpose or purposes;
- **'Treasurer'** means the **Committee Member** responsible for, among other things, overseeing the finances of the **Society**;

#### 6. CONSTRUCTION

In the construction of this Deed unless the context states otherwise:

- a) Charitable purposes refer to the given meaning of terms in reference to the provisions set out in accordance with the Charities Act.
- **b)** Clauses and schedules refer to a clause or a schedule set-out in this Deed unless otherwise stated. The schedule attached to this Deed forms part of the construction of this Deed.
- c) Contents page and headings refers to the contents page and the headings that appear as a matter of convenience only and do-not affect the construction of this Deed.
- d) Defined terms refer to words or phrases appearing in this Deed with capitalized initial letters are defined terms and meaning set-out in this Deed. if a word or phrase is given in a defined meaning, any other part of speech or grammatical form of that word of phrase has a corresponding meaning.
- e) Documents refers to any document included this Deed and references to any other documents as being amended or replaced from time to time.
- f) Person refers to persons and or firms, corporation, unincorporated associations and or authorities and firms that may also include in referenced to a collaboration of joint-venture partnerships, international relationships and cooperation.
- **g)** A rule refers to the interpretation of each schedule, this includes a reference to a rule is a rule set-out in that schedule.
- **h)** Singular, plural and gender refer to singular, plural and vice versa including words that denote a gender include all genders.
- i) Statutes and regulations refer to any statutory provisions including any statutory provisions, its amendments and any other enacted subordinate legislation.
- **j)** If there is a conflict of interest between the rules contained in this schedule including any other provisions referred to in this Deed, the other provisions therefore shall prevail.

# 7. ADMINISTRATION OF TRUST

The Trustees acknowledge and declare that the Trustees shall hold in trust, the

as specified under charitable purposes which is further set out in accordance with the powers in this Deed.

#### 8. NAME OF TRUST

The name of the Trust shall be **"CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST"** or any other such names as the Trustees may determine by resolution from time to time shall apply.

#### 9. <u>REGISTERED OFFICE</u>

The registered office and address of service of the TRUST is:

19 WAIOTEMARAMA GORGE ROAD, OPONONI 0473, RD3 KAIKOHE, [NEW ZEALAND] AOTEARO[H]A.

or any other such place in New Zealand as the Trustees may determine by resolution from time to time.

# 10. INCORPORATION UNDER THE CHARITABLE TRUST ACT 1957

In accordance with a meeting held on the 3rd of March 2015, the appointment of Trustees to the above Trust resolved to apply and incorporate as a Board under section 2 of the Charitable Trusts Act 1957 under the name of **"CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST"** or any other names approved by the Register of Incorporated Societies.

# 11. REGISTRATION UNDER THE CHARITIES ACT

If considered appropriate, the Trustees may apply for registration in accordance with the provisions set-out under the Charitable Trust Act 1957 ss 13, 14, 19 sch 2, as a Charitable Entity shall give effect to the purposes further set-out in section/clause 3.3.1 of this Deed of Trust.

# 12. <u>KEY OBJECTIVES OF CCC INTERNATIONAL FOUNDATION CHARITABLE</u> TRUST

In maintaining the charitable objectives and purposes of this Trust ("The Trust Purposes") including Funds held by the Trust, are to be carried exclusively for charitable purposes within New Zealand only whether relating to relief of poverty, improve and enhance social, economic and cultural equality, the advancement of employment and or education or any other matter beneficial to the community, including without limitation, the following:

# PROJECT

- **a)** To shift the conscience of humanity from an independent mentality to an interdependent spirit of energy exchange and cooperation.
- **b)** To encourage community response to come together to restore their local communities and regional areas by forming contributing communities that involve resident shareholders in common unity to support the implementation of community projects one town at a time.
- c) To initiate community projects from innovative design, action planning, community discussions, fundraising, grant applications and crowd-share solutions, GAIN 2U AURA gold credit paid volunteers, to implementation, teamwork and (CIP) Community Involvement Projects with desirable outcomes that meet the needs and wants of residents of the community.
- **d)** A Contributor benefits from discounted and subsidized products and services. Whereas non-contributors pay full capacity of the capital value of the resource economy. HERE is a preview of our Syndicate 1000 Group, Conscience Conscious Communities with Cooperative Capital.

- e) To meet with local Whanau Hapu individuals to discuss involvement in a Whanau Hapu Trust with an Option to Purchase or Lease to Own a COOP Business Model to create a resource economy in [New Zealand] Aotearo[H]a.
- **f)** To collect data from each individual about their current financial circumstance, to be analyzed in a comprehensive report to the family whether they are suitable for a Whanau Hapu franchise.
- **g)** A KOHA to the value of €100 Euro Dollars an hour to offer a debt reduction budget service, that provides documents to collect data of their current financial circumstances to be analyzed and to provide a comprehensive report to establish their suitability for a Whanau Hapu franchise.
- **h)** A one-time €1,000 Euro Dollar Capital Pledge and €20 Euro Dollar weekly contributions with a €500 establishment fee for a Lease to Own opportunity to set up a COOP Foundation and application for a personal loan of €15,000.

#### SOUL TRADER - INDIVIDUAL PROJECTS

Pledge €15,000 5 Year Right of Renewal €1,000 Capital Pledge €20 a week = €1,040 a year for 5 years = €5,200 €1,500 Document Establishment Cost €500 Bank Fees 10 Hours Professional Service @ €100 = €1,000 €1,500 Legal Fees Brokers Fee = €250 €10,950 10% Upfront Tithe = €1,500 10% Upfront ROI = €1,500 €3.000 **JOINT VENTURE - FAMILY PROJECTS** Pledge €30,000 5 Year Right of Renewal €3,000 Capital Pledge €60 a week = €3,120 a year for 5 years = €15,600 €1,500 Document Establishment Cost €500 Bank Fees 15 Hours Professional Service @ €100 = €1,500 €1,500 Legal Fees Brokers Fee = €250 €23,850 10% Upfront Tithe = €3,000 10% Upfront ROI = €3,000 €6,000 **SHAREHOLDER PARTNETSHIPS - COMMUNITY PROJECTS** Pledge €45,000 5 Year Right of Renewal €15,000 Capital Pledge x 1,000 Families = €15,000,000 €300 a week = €15,600 a year for 5 years = €78,000 x 1,000 Members = €78,000,000

€1,500 Document Establishment Cost
€500 Bank Fees
20 Hours Professional Service @ €100 = €2,000
€1,500 Legal Fees
Brokers Fee = €250
€35,350
10% Upfront Tithe = €4,500
10% Upfront ROI = €4,500
€9,000

#### **COOPERATIVE CAPITAL – SYNDICATE FRANCHISE PROJECTS**

Pledge €650,000 5 Year Right of Renewal €150,000 Capital Pledge x 1,000 Members = €150,000,000 €3,000 a week = €156,000 a year for 5 years = €780,000 x 1,000 Members = €780,000,000 €50,000 Document Establishment Cost €15,000 Bank Fees 1,000 Hours Professional Service @ €100 = €100,000 €15,000 Legal Fees Brokers Fee = €25,000 €511,000 10% Upfront Tithe = €51,100 10% Upfront ROI = €51,100 €102,200

# COUNTRY FRANSCHISE PROJECTS

Pledge ???

5 Year Right of Renewal

€10,000,000,000,000 per Country with 1,000 Conscious Community States in common unity.

€10,000,000,000,000 per State with 1,000 Conscious Communities in common unity.

€10,000,000,000 per Conscious Community with 1,000 Citizens invested in common unity.

€10,000,000 AURA Gold Credits per citizen in a FREE-Will Affiliate Alliance with Adonai, Most High.

€10,000 Kick-Start Balance to each subscriber of the GAIN 2U Matrix and GAIN 2U Network.

- i) To establish Towns, Villages, Communities and Regions from a (HUB) Central Base to 5 Kilometers Radius sectors of interdependent COOP's all with a hive-mind conscience of common unity to exchange locally.
- **j)** Initiate COOP Alliances with local businesses, food & petrol outlets, trade & professional services, small to medium-sized enterprises.
- **k)** Each community creates a resource economy to trade and barter internally and eventually externally with other communities.
- I) Each community establishes courier delivery logistics with land, sea, air, space freight that serves the conscious community.

m) Local residents who are NOT contributing to the community are recognized as non-contributors that do not receive discounted products and services and are charged at full capital values.

#### GOALS & OBJECTIVES

- a) To establish administration policies and procedures for accurate record-keeping to track ALL transactions great or small in an [AIO] ALL-IN-ONE Solution, whether for industry, commerce, associations, societies or just private capacity as an individual.
- **b)** To create a NEW Earth Alliance to improve the self-sustainability of the global economy for the survival of our hue man species to co-exist in harmony with other species.
- c) To establish Working COOP's that are independent but can work interdependently in cooperation with a global marketplace of other members, independent business owners, shareholders, inventors, manufacturers, suppliers, distributors, resale and wholesale Drop-shipping organizations and any other enterprise in common unity for conscious communities.
- **d)** To restore land, rivers, sea, air and ether into clean energy, natural & organic, non-threatening, non-corrosive, chemical free and environment friendly conscious communities that can resolve environmental issues by recycling waste into shredded materials that is safe and reusable in civil and construction materials.
- e) To create love, peace and charity, clean feed and teach, Non-Government Foundations within working cooperative alliances with future expansion by franchise covenants in alliance with Almighty God.
- **f)** To establish a franchise system for conscious communities and communal-living concepts.
- **g)** To develop rent-to-own cabins and common union multi-living complexes with communal-living facilities and rest accommodation.
- h) To offer a registration to Manpower Outsourcing to establish Non-Government Foundations and Recruitment Services to create onsite Trade & Labour Hire Services.
- i) To establish a Manpower Membership Support Network and Credit-line for Paid Volunteers to utilize the services of other Members in a Trade & Labour Hire Service.
- **j)** To initiate a Working COOP of Shareholders to invest their time and labour into an Executive Counsel and Grounds Committee for the successful day to day operations of a conscious community caravan/cabin park business opportunity and non-government foundation.
- **k)** Establish a contributionism network for shareholders, weekly payments by direct debit for land leases and common use facilities and amenities.
- **I)** To initiate a crowd-share funding solution for rent to own housing for homeless and the lower socio-economy.
- **m)** To create a homestay solution for affordable rent to accommodate the housing market crisis.
- **n)** To establish a function Centre to hire for sports clubs, churches, commercial and entertainment with the opportunity of overnight stay-overs as a business revenue for the conscious community.
- o) To establish onsite amenities that include Shop/Dairy, Café/Restaurant, Arts & Crafts, Internet WIFI Services, Tools & Equipment Hire, Mobile Petrol & Electric

Scooter Hire, Courtesy Transport Hire, Private Sauna/Steam Room Hire, First Aid Medical, Health & Beauty, Laundry, Kitchen, Dining, Toilets, Showers, Dump Station Cess-Pit (Septic Tank) for Excrement Sewage Waste, Water Tanks & Water Pump Station, Gymnasium, Weight Room Training Facility, Games Room, Caravan Powered Sites and Tent Sites, Waste Management, Recycle Centre, Children's Playground, Obstacle Theme Park. Secure Carpark, Steel Container Storage, Implement Sheds, Greenhouse for Organic Garden Vegetables, Stepped Land for Seed-Bearing Fruit Trees planted on unusable hillsides,

- p) Establish regular social gatherings for entertainment like theme nights, pot-luck dinners, fancy dress, education, CONG Business meetings, culture themes, games night, Bingo, pre-sales of hangi, spit-roast, date night, dinner for 12, trivia, creator / new innovative invention night and more.
- **q)** Establish regular weekly 3m x 3m gazebo market stalls for Non-Government Foundations to market their merchandise. Small Business operators to hold food, organic vegetables & seed-bearing fruits, clothing, appliances, tools, assorted items etc. Also, weekly CONG Business meetings to move merchandise and build relationships locally, nationally and internationally.
- **r)** To encourage culture and diversity that uplifts the spirit of exchange in common unity of community exchange that encourages equality through fair trade protocols.
- s) To create video presentations to give clear and decisive direction to educate the masses. This will include training modules, VOIP recorded meetings

#### 13. CHARITABLE PURPOSES

In maintaining exclusively, the charitable purposes set-out under this Deed, the "CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST" wish to establish the following:

#### 14. <u>RELIEVE POVERTY</u>

Relieve poverty of food, water and shelter by:

- reducing and closing the gaps of inequities of poverty by establishing centralized conscience communities, humanitarian aid and relief throughout Aotearoha to enable Mahitahi Hapū Co-operatives to develop affordable papakainga (homes) led for and by whānau.
- develop community projects such as horticultural, organic traditional marakai gardens and produce (fruit and vegetables) including with a longterm view of being self-sufficient, interdependent and to promote and improve healthy clean living.

# MATAURANGA-KAITIAKITANGĀ

- develop Matauranga Educational/Training programs and facilities with a key emphasis in maintaining, conservation, preservation and nurturing access to and use of ngā taonga tuku iho (natural resources-wetlands restoration, flora and fauna and species) for the ultimate purposes of setting up nurseries and Human and Resource Management in accordance with customary principles and values of te āo māori me onā tikānga.
- promote key objective that recognizes and meets the aims, aspirations and cultural differences of youth, wahine, (women), tane (men), māori, pacific, ethnic minority groups and their whānau/families and individuals with disabilities; to empower, support, build and strengthen stronger, resilient healthier communities; to improve and enhance physical and mental well-

being and create long-term sustainable, positive impacts for isolated, rural and local communities within the Ōtaki-Kapiti Coast District area.

#### TE WHARE MATAUMUATANGA O AOTEAROHA

To promote and advance the Kingdom House of Io

#### HE AHA TE MEA NUI O TE AŌ HE TANGATA, HE TANGATA

#### 15. <u>RECOGNITION OF COMMUNITY NEEDS</u>

In recognizing the needs, well-being, aims, aspirations and cultural differences of Tamariki (Children) and Rangatahi (Young Persons), Māori and Pacific Island Ethnic Minority Communities, Wahine, (Women), Tane (Men) and Individuals with Special, Mental Health needs and disabilities that proposes to:

- a) co-ordinate and work closely with existing primary health care providers, government agencies, non-government organizations, private charitable groups and Mahitahi Hapū cooperatives to address and enhance the health and wellbeing of communities.
- b) establish a community-based alcohol and drug counselling and assessment support services for young persons, their whānau/families and adults who are experiencing or are suffering from alcohol or drug related addictions and or issues.
- c) address and improve the lack of equity in participation, access to and distribution of resources and provisions in delivery of services Address disparities, barriers and improve access to services.
- **d)** to provide easier access to services for clients where evidence of disparities in health care between māori and non-māori communities where efforts to address inequality have been quite challenging.
- e) to deliver culturally appropriate approaches to health care and outreach services.
- **f)** to ensure disadvantaged populations receive appropriate health treatment care and plans and provide easier access to programs to reduce, minimize use of alcohol and drug related risks, harm and associated inequalities experienced as a result.
- **g)** achieve desirable, positive results to improve better quality of social, economic and cultural outcomes etc.
- **h)** to become a central key player in the provision and delivery of free of health care services.
- i) to become a strong advocate and voice on behalf of the communities to stop and ban the manufacturing, sale and possession of all illegal substances.
- **j)** to promote and advocate for the community at a local, regional and national level.
- k) to build and strengthen relationships among vulnerable children and young persons and whānau enhance strong relationships with the wider community, including other service providers, schools and government agencies.
- I) to reduce the impact of alcohol and drug related harm and abuse.
- **m)** provide effective strategies, treatment plans and rehabilitation through the practice and implementation of te aō māori me onā tikānga customary practices, values and principles.

- **n)** enhance rangatiratanga (self-independence) and produce long-term sustainable positive solutions to support and strengthen whānau/family relationships through whakawhānaungatanga.
- o) empower, encourage and build resilient communities.
- **p)** improve and produce better quality of health, education and social outcomes.
- q) achieve solutions to improve outcomes within the communities is fundamental to successfully reducing and minimizing alcohol and drug related harm through the implementation of collaborative, community led solutions.
- **r)** develop benchmarks to identify the socio-economic status of communities involved and provide a baseline to measure changes in communities and successes against in order to achieve tangible outcomes.
- s) develop a data base of clients utilizing services in order to determine key outcomes for statistical purposes in order to develop research and workforce plan development.
- t) conducive to meeting the needs of the community must also be consistent with the charitable mission statements, visions, purposes, goals and key objectives.

# WHĀNAU ORA-HAUORA

#### 16. ALCHOL AND DRUG - REFERRAL NETWORKS

In developing well documented policies and procedures to support the referral process and clinical pathway, networking agencies and referral basis includes the following:

- a) Ministry of Social Development.
- **b)** Youth Justice/District Courts and Probation Services.
- c) Child Youth and Family.
- d) Walk-in and or fax referrals.
- e) AA/NA networks.
- f) Adult and Youth Support.
- **g)** Youth Work and Networking.
- **h)** School and Home Visits.

#### **ON-GOING RISK ASSESSMENTS AND MONITORING**

- a) Provide effective strategies, treatment plans, rehabilitation in accordance with cultural practices.
- **b)** Improve physical and mental well-being of children and young people.
- c) Produce long-term sustainable positive solutions to support and strengthen cons whānau/family.
- **d)** Support government and non-government agencies to address and respond to an increase and rise in serious and persistent offending of children and young people at risk as a result of alcohol and drug related issues.
- e) Minimize and decrease serious and persistent re-offending for high-risk young people.
- **f)** To deliver a service that is culturally safe with staff that is professional and has a good understanding of how to deliver their respective services according to specific quality of standards (QUAL) and guidelines.
- **g)** Formulate, develop and implement well documented policies and procedures to support the referral process and clinical pathways.

h) Support will also be provided to employees through on -going personal and professional training and development and access to Taumata and other Organizations.

# ALCOHOL AND DRUG PROGRAM

- a) One on one support counselling.
- **b)** Group sessions.
- c) Continuum of Care-MDT Multi-Disciplinary Pathway Meetings.
- d) Interagency Meetings with Networks.
- e) On-going Risk assessment.
- f) Utilization of approved Te Whare Tapa Wha methods.
- **g)** Powhiri Poutama /Relapse Program.
- **h)** Residential options.
- i) Exit plan.

#### **QUALITY MANAGEMENT IN DELIVERY OF CARE**

- a) Risk Assessment.
- **b)** Clinical planning.
- c) On-going support and monitoring.
- d) Access and support to Alcohol and Drug Counsellors.

# YOUTH AT RISK

- a) Collaborate and work with Child, Youth and Family and community service providers to address and reduce alcohol and drug related harm, enhance and improve joint youth initiatives focusing on the best outcomes for youth and their whānau in addition to the provisions of the following delivery of services:
- **b)** Connect with Oranga Tamariki -Child, Youth and Family at an earlier stage to support the development of effective intervention plans for our young offenders.
- c) Strengthen case management by actively engaging with whānau of offenders in the planning of rehabilitation and reintegration for young offenders.
- **d)** Provide a multi-disciplinary approach when interacting with vulnerable people to improve public safety, minimize and decrease serious and persistent re-offending for high-risk young people.
- e) To take a proactive and positive role in facilitating, advocating, coordinating and providing leadership and one to one mentoring to develop and enhance long-term personal goals, increase self-esteem, confidence, respect for authority figures, positive decision-making and participation to re-engage in education and or further training in collaboration with key network providers where required.
- **f)** Capacity to deliver on key community wellbeing outcomes and role of driving key projects in response to identified issues.
- **g)** Minimize and decrease serious and persistent re-offending for high-risk young people.
- **h)** Improve physical and mental well-being of children and young persons.

#### YOUTH LEADERSHIP PROGRAMMES

a) Develop Youth Leadership Programme – programme of workshops with young people in collaboration with key networks, government and non-

government agencies, local community services community understanding and participation.

- **b)** To establish facilities, a community hub where vulnerable, disadvantaged youth aged 12 years and up has access to a safe and healthy environment to participate in controlled, managed, community led activities and or programmes.
- c) To provide opportunities for youth to use their assets, strengths and skills by encouraging and enabling local youth to play a part in shaping and developing positive activities and or programmes with support to take on leadership roles within the community.
- **d)** Create supportive and enriching environments for all young people that will lead to positive outcomes as well as reducing negative outcomes.
- e) Proactively encourage volunteerism and ideally have a volunteer and worker base drawn from local community.
- f) Produce shared outcomes based on local data.
- **g)** Encourage young people to participate in planning and running key activities and look to mentoring long term and be willing and prepared to go the extra mile.
- h) Build positive, sustained social networks.
- i) Foster active local networks which are positive and non-competitive.
- **j)** Respecting and valuing community diversity.
- **k)** Carry out regular assessment and evaluation of proposed programmes to determine whether any adjustments are needed to ensure continued requirements of funding are consistently met.
- I) Create a safe and healthy environment with set procedures and policies to ensure management of risks and safety of staff and youth meets required legislative standards in terms of occupational safety and health ("OSH").

#### **EMPLOYMENT TRAINING PROGRAMMES/ACTIVITIES**

In recognition of the aims, aspirations and cultural differences of youth, wahine, (women), tane (men), māori, pacific, ethnic minority groups and individuals with disabilities, "CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST" shall in fulfilling the criteria and requirements of Government, Private and Non-government funders collaboratively partner and network with Work and Income New Zealand to address and support unemployed beneficiaries with the provisions in delivery of the following services:

- a) Develop a data base of clients utilizing services in order to determine key outcomes for statistical purposes in order to develop research and workforce plan development.
- b) Build Capacity.
- c) Base Workforce Development on Research and;
- d) Enhance chosen Career Pathways, Trade training and Apprenticeships.
- e) Form equitable partnerships by developing strategic, equitable partnerships;

Workforce development will be achieved by activities in the following key areas: a) Collaboration.

- b) Capacity building.
- c) Education and training.
- d) Leadership.
- e) Legislation and policy.

- f) Organizational development.
- g) Recruitment and retention.
- h) Research and evaluation/Resources.
   In addition, the following values will be incorporated in all workforce activities and initiatives with priorities identified as the following:
- i) Partner with new employers to forge new opportunities for work with a key focus in targeting specific groups in particularly youth and long-term unemployed beneficiaries to develop and enhance personal skills to meet and align with employment requirements; this includes CV writing etc.
- **j)** Provide one to one mentoring and on-going support to assist with improving communication written and oral skills to increase self-esteem and boost self-confidence by facilitating workshops and or programs.
- **k)** Provide one to one mentoring and support to assist individuals who wish to pursue further education and or training, including, where required, information in how to apply for appropriate financial assistance such as scholarships, student allowance/loans to support chosen pathway of study.
- I) Network and collaborate with key education/tertiary providers and set-up open days to promote and encourage tertiary and trade training opportunities, this includes but not limited to New Zealand Armed Services and other providers where possible.
- **m)** Encouraging participation of young people in all activities and initiatives that is interesting, interactive, engaging, diverse and flexible.
- **n)** A respect for diversity of young people.
- o) Encouragement of employment and business growth.
- **p)** Increase capital value of asset base.
- **q)** To improve the health and wellbeing of young people.
- **r)** Provide on-site driving lessons and assistance with drivers licensing, tracks and rollers to secure and enter into sustained employment.
- s) Partner with new employers to forge new opportunities for work with a key focus in targeting specific groups in particularly youth and long-term unemployed beneficiaries to increase skills and gain long-term sustainable employment.
- t) Develop and provide regular, financial management programs, MYOB and budgeting advice.

Provide advice to support with Housing and empower individuals to understand legislative requirements of Tenancy rights/issues where appropriate.

Develop and set-up seminars with Inland Revenue to deliver seminars and to provide information to assist individuals with a range of services such as, Tax provisions.

- **u)** Working For Families Packages, Employment, Child Support, Self-Employment etc.
- v) Set-up referrals with Community Health Care Providers to assist individuals and or whānau to access General Practitioners services where appropriate.
- **w)** Collaborate with Work and Income New Zealand to provide on-site Work Placement Training to registered, unemployed beneficiaries who wish to gain relevant skills and experience in Office Administration, Human Resources,

and Information Technology with the view in providing full-time Employment.

Provide opportunities for individuals who wish to pursue a Diploma or gain a certificate with the relevant qualifications in the following Programmes:

- a) Alcohol and Drug Counselling.
- **b)** Youth Work.
- c) Mental Health.
- d) Management Business and Administration.
- e) Information and Technologies.

#### **<u>18. EXERCISE OF POWER</u>**

In fulfilling exercise of power in accordance with provisions set-out under ss 13A, 14, 15, 24,29, 31 of the Trustee Act 1956 establishes by general principles of law, a duty to carry out the following:

- a) To implement and give effect to the overall key objectives and purposes setout in section 1.8-1.16 of this Deed of Trust.
- b) To seek, raise, accept and receive donations, subsidies, grants, endowments, gifts, legacies and bequests either in money or in kind or partly in money or partly in kind to achieve all of the key objectives and purposes approved and implemented by the of Trustees.
- c) To facilitate and or enter into any contracts or other arrangements with any individuals or body as determined by the Board of Trustees.
- **d)** To borrow, raise or secure the payment of money for the purposes in fulfilling the key objectives of the Trust in a manner and on such terms as the Board of Trustees may or consider appropriate.
- e) To buy, hire, lease, sell, exchange, rent and or mortgage any of the Trusts property land or personal property.
- **f)** To obtain valuation and invest surplus funds as permitted by general principles of law for the purposes of capacity building and investment of Trust upon such terms as determined by the Board of Trustees.
- g) To purchase, erect, build, take on lease or otherwise obtain the use or occupation of and to manage, extend, improve, develop, alter, modify, pull down, demolish, maintain and repair and to sell, exchange, let, lease, or otherwise dispose of real and personal property of every description where appropriate.
- **h)** In conserving, protecting, sustaining and preserving of Trusts assets, property, estate and or resources may where appropriate use funds to repair, maintenance, renovations and or improvements if required.
- i) The employment or contract of professional advisers, agents, officers to be reasonably remunerated for the purposes to act as agents on behalf of the Trust only including, the employment and hiring of qualified staff and or personnel that the Board of Trustees may consider necessary.
- **j)** To pay or reimburse all proper expenses (to themselves or to others) incurred in the course of exercise of duties in setting up and running of Trust.
- **k)** To reimburse the Trustees for any costs or expenses incurred in the course of exercise of power as Trustee in the hiring or appointment as stated above.
- I) Delegate their powers to another person (by a Deed of granting a power of attorney) only and if in circumstances where a Trustee is absent, on leave,

out of the country or physically incapable for a period of as a result of being hospitalized.

- m) To determine from time to time the amount which is to be made available for distribution out of the income or the capital of the Trust Fund or out of both the income and the capital to pay or apply that amount to further fulfil key objectives and purposes set under the Deed of Trust.
- **n)** To carry on any business and or activities as determined by the Board of Trustees.
- **o)** To institute, initiate, or take and to defend, compromise, or abandon legal proceedings involving the property or affairs of the Trust.
- p) Subject to these Rules the Board of Trustees shall exercise all or any of the powers as required in accordance with the provisions set-out under the Trustee Act 1956 including any statutory modification, variation or re-enactment thereof.
- **q)** Any changes to the rules and powers of the Trust will require a resolution from all Board of Trustees, outlining in detail, any amendments to rules and powers of the Trust must and can-not be detached from the overall key purposes set-out under the Deed of Trust and if a conflict of interest is found between the Trustee Act and what's stated in the Trust Deed, the Act will prevail this includes:
- r) Any amendments to rules must be signed and duplicated by at least three members and filed with the registrar along with a copy of resolution of minutes where members agreed with changes;
- **s)** Must include a statutory declaration made by a member to be filed and witnessed by a lawyer and or registrar of the Court to confirm changes as required in accordance with the rules stated in this Deed of Trust;

#### 19. INCORPORATION OF TRUST

The Trustees are empowered to seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957 in order to achieve or advance the purposes of the Trust but without limiting any of their powers under this Deed.

#### **20. MEANINING TO ACHIEVING PURPOSES**

The Trustees may, in order to achieve or advance the purposes of this Trust but without limiting any of their powers under this Deed or generally:

- a) Raise funds as needed to advance the Trust's charitable purposes.
- **b)** Invest in and develop its governance capacity, including training, third-party monitoring (such as auditing) and other activities needed to ensure the Trusts ability to fulfil its moral and legal obligations and its ability to maintain the connection between the community and the people it serves.
- c) Undertake such other activities as the Trustees determine from time to time will achieve or advance the charitable purposes of the Trust.
- **d)** All purposes carried out by this Trust must be charitable and within the defined meaning and interpretation in accordance with general principles of law from time to time including any persons who do-not qualify as being charitable shall be deemed to have been removed or deleted from this Trust Office.

#### **21. NO LIMITATIONS-INTERNATIONAL COOPERATIONS AND RELATIONS**

The TRUST is NOT limited to New Zealand and shall be wholly or mainly to charitable purposes within New Zealand with a long-term view to extend its

mission, vision, and purposes internationally by extending humanitarian aid, relief and funding to vulnerable, cross border ethnic communities.

#### 22. APPOINTMENT OF BOARD OF TRUSTEES

In accordance with the Trustees Act 1956 s43 (2) (c), a Trustee shall be duly elected and appointed to the Board of office and will consist of fifteen (15) members a) The Initial Trustees are the signatories to this Deed.

# 23. TERMS OF APPOINTMENT

To ensure appropriate regulation in appointment of Officers is adhered to in accordance with the rules set-out in this Deed of Trust, terms of appointment shall be made in accordance with the following:

- a) Trustees duly appointed at an Annual General Meeting shall serve for a term of three years. For the purposes of this clause, an Annual General Meeting will be deemed one year to the next Annual General Meeting of the Trust.
- **b)** The Trustees may at any time appoint additional Trustees to serve for a term no more than three years provided that the total numbers of Trustees do-not exceed the maximum number permitted under this Deed.
- c) Casual vacancies created by retirement, death or otherwise shall be filled by the remaining Trustees by appointment provided that an appointment made to replace a Trustee whose term has not expired shall be for the remainder of that term only.
- **d)** Any Appointment of Trustees will be conducted by a motion decided and by two thirds majority of votes.
- e) Pre-requisites in appointment of Trustees in any circumstances, shall demonstrate a strong commitment to fulfil the key objectives and charitable purposes set-out in Part 1, clause 1.10.

(In addition to the following key attributes shall be determined by their skill, expertise, profession, standing in community and or other qualification as determined by the Board of Trustees.

# 24. EXERCISE OF POWER

In exercising key responsibilities as required in accordance with general principles of law, ss13B-13D, 13 F, 13 G of the Trustees Act 1956, management and administration of Trust property shall be vested in the Board of Trustees and operate in accordance with the rules stated in this Deed, this includes:

- a) The Board may exercise all or any of the powers of the Trust as set out in this Deed or otherwise conferred by law.
- **b)** A fiduciary duty to act in good faith and in the best interests of the Trust and not unreasonably obstructs or restrains the progress of key objectives and purposes set out in this Deed of Trust.
- c) An obligation to exercise power in accordance with the charitable purposes of this Trust.
- **d)** A commitment to act in accordance with the rules, overall key objectives and charitable purposes to ensure management and administrative functions of the Trust are carried out in the upmost professional manner.
- e) Ensure that in exercise duties of power, the Trustees must not place the Trust at a financial risk or loss to creditors or incur an obligation that the Trust cannot fulfil.

**f)** Take absolute reasonable care in exercise of duties and ensure all members of the Board clearly understand that as officers of the Trust, do-not expect to profit or personally gain from their position as Board of Trustees.

In addition to all the powers vested in the Trust by law, the Trustees are responsible to ensure that:

- a) All funds held by the Trust are sustainable now into the future.
- **b)** An absolute discretion to act on such terms as the Trustees think fit.
- c) Exercise of power and authority is subject to the Trustees observing in accordance with clause 6.2 any restriction, obligation and or Trust applying to part of the Trust Fund. (Refer to requirement of Trustees to observe rules of Trust Funds).
- **d)** A commitment to exercise due diligence and prudence to effectively manage and protect the Trust's assets and resources now and into the future.
- e) Comply with the rules set-out under this Deed unless the Deed or Courts itself allows the Trustees to do so.
- f) Keep an accurate account of all property held by the Trust.
- **g)** Be impartial, professional in exercise of duties towards key stakeholders, beneficiaries.
- **h)** Not to be in a position that may create a conflict of interest where personal interests may conflict with their duties as Trustees.
- i) Must be familiar with and understand the terms set-out in the Deed including any property held by the Trust, role and descriptions of previous Trustees.
- **j)** Must act unanimously in making decisions regarding any property, assets and or resources held by the Trust unless otherwise stated in the Deed of Trust allows for a majority of decisions shall be binding will apply.
- **k)** Must act personally and not delegate responsibilities [unless explicitly stated otherwise and where expert advice and or consultation are required] or where delegation of duties is permitted in accordance with provisions setout under the "Power of Trustees".
- I) Must not act inconsistent or contrary to the purposes set-out in this Deed.
- **m)** Must not release or use confidential information regarding the Board, clients and or key stakeholders.
- **n)** Shall be responsible for monitoring the performance of the Executive and to ensure that the Executive are meeting their milestones as required under this Deed.

# **25. PRINCIPAL KEY FUNCTIONS**

The TRUST shall fulfilits principal key functions in accordance with the appropriate regulation of governing rules and terms shall:

- a) Achieve the Organizations long-term vision and future strategic plans for the purposes of accomplishing defined, clear key set outcomes beneficial to the needs and well-being of the Community.
- **b)** Formulate, develop and implement robust, financial policies, systems, procedures and accounting practices to effectively manage in accordance with legislative requirements and provisions.
- c) Appointment of Senior Management to execute and implement structures, systems, policies, business, service planning are effectively managed and well-aligned to the Organization's strategic direction and set standards in the day-today administration and operations of the following:

- d) Human Resources.
- e) Capacity Building
- f) Financial Systems, Auditing and Programmes.
- g) Workforce Development across all Primary Industries.
- h) Employment Training Programmes (Mana in Mahi-Apprenticeships).
- i) Quality Management.
- j) Risk Management.
- **k)** Information Technology.
- I) Service Delivery.
- **m)** Reporting.
- n) Business Continuity.
- **o)** Collaborate and establish enduring, working relationships with umbrella group, funders, government, non-government agencies, private organizations, Hapū Cooperatives.

In addition to fulfilling its principal function the Executive shall appoint and direct the following:

- a) Establish a Finance Committee.
- **b)** Establish a Communications/Operations Committee.
- c) Establish a Risk Management and Disputes Resolution Committee.

# 26. PROCEEDINGS OF ANNUAL GENERAL MEETING

The Trustees will hold an Annual General Meeting within four (4) months at the end of the Trust's financial year to facilitate and convey the following:

- a) Consider, review and approve annual reports.
- **b)** Consider, review and approve audit reports.
- c) Review policies and operations.
- d) Re-elect a Chair-person; Review appointments to the Executive.
- e) Consider other business where appropriate.
- f) The Trustees shall meet at such times and places as they determine and shall elect a Chairperson from amongst their members at their first meeting and at every subsequent Annual General Meeting following the period ending of 12 moths.
- **g)** The Trustees may from time to time amend such rules to regulate the conduct of meetings as they may deem desirable but shall not be inconsistent with the terms of reference contained in this Deed.
- **h)** The Chairperson shall preside at all meetings of the Trustees at which she or he is present. In the absence of the Chairperson from any meeting, the Trustees present shall appoint one of their members to preside at that meeting only.
- i) No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum shall form a majority of Trustees.
- **j)** All questions before the Trustees shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the motion shall be lost.
- k) Any meeting of the Trustees may be held by telephone or video conference.

# 27. NOTICES (ORDINARY AND SPECIAL MEETINGS)

Where ordinary meetings are conveyed, notice shall be given by any reasonable means no later than 7 days prior to the day of meeting.

- a) Where Special meetings are conveyed, notice shall be given by any reasonable means no later than 3 working days prior to the day of the meeting unless otherwise stated.
- **b)** Only the appointed Executive Secretary of the Board shall have the authority to give notice.
- c) Any materials required for the proper decision -making procedures must be received by all Board members no less than three working days before the scheduled (Ordinary) meeting.

#### **28. RESOLUTION OF MINUTES**

The following sets out rules in the regulation of resolutions and transactions of Minutes of the TRUST:

- a) All resolutions and transactions are to be unanimously agreed, approved and passed and ratified by the Board of Trustees at a duly notified meeting/hui.
- **b)** All resolutions of minutes shall accurately be recorded in meetings, including amendments and dissentions.
- c) The Board of Trustees shall convene regular or if and where appropriate, quarterly meetings/hui for the purposes of updating and informing key stakeholders, umbrella organization, Operations Management, personnel conclusively.
- d) Shall convene a Hui/meeting once a month unless otherwise notified.
- e) In the absence where the Chairperson is more than 15 minutes late; Board of Trustees members present shall nominate and appoint an interim Chairperson for the presiding meeting only.

#### 29. QUORUM, VOTING RIGHTS AND PROCEDURES

In the absence of the where the Chairperson is more than 15 minutes late the Board of Trustees present shall nominate and appoint an interim Chairperson for the presiding meeting only.

- a) The TRUST shall convene a meeting/hui once a month unless otherwise notified a quorum of at least three members is required before any resolutions can be unanimously passed and ratified.
- **b)** Any member of the Board of Trustee may speak to any proposed resolution.
- c) Voting rights are restricted to the Board of Trustees members only.

Only one vote per member of the Board of Trustee (or that member's duly (authorized representative) per resolution shall apply this includes in circumstances where:

- a) Chairperson has casting vote to determine vote of any resolution.
- **b)** A vote by proxy is valid only and if where;
- c) The proxy is a member of the Board of Trustees.
- **d)** Notice of proxy must be received by the Chairperson prior to the convening of meeting before a resolution is passed.
- e) The notice must state the nature of that particular meeting for which the proxy vote is to be exercised.
- f) Before a vote can be called by the Chairperson all proposed resolutions must be moved and seconded.
- g) Only Board of Trustees can move or second a resolution.

**h)** Resolutions of the Board must be passed by a unanimous majority of decisions.

#### 30. MEMBERSHIP

The TRUST may at their discretion:

- **a)** Invite persons, firms and or corporations who wish to support or take an interest in the purposes of the Trust to become members.
- **b)** Establish different classes of memberships.
- c) Fix and charge membership fees (including joining fees and subscriptions) for members of each class of members where appropriate.
- d) Call members meetings.
- e) Subject to clause 2.2 a-b confer membership rights on members and.
- f) Issue membership certificates or other evidence of membership.
- g) Shall maintain a register of all members.

Schedule "A" sets out a list of TRUST members as at the date of execution of this Deed of Trust.

# **<u>31. TERMS OF MEMBERSHIP</u>**

All members shall actively promote the purposes of the Trust and shall not in any circumstances, bring the Trust into any disrepute:

- a) Membership shall not confer on any member the right to receive any of income or capitals held by the Trusts Funds or furthermore, control the exercise of powers of Trustees No member of the Trust or any person associated with a member of the Trust may determine or materially influence and decision of the Trustees relating to:
- **b)** The payment of any income held by the Trusts Funds or on behalf of an associated person; or
- c) The conferring of any benefit or advantage on, or on behalf of, that member or associated persons.
- **d)** Any such income paid, or benefit or advantage conferred, may be used to advance the charitable purposes of the Trust is reasonable, relative and equivalent to open market value only.

# **32. COMPOSITION OF GOVERNANCE ENTITY**

TRUST shall have a Governance entity and a Management Committee.

- a) The Board of Trustees shall ensure that the appointment of the following officers of Chair, Secretary and Treasurer are expected and required to consistently act with the functions and powers constituted under the rules set-out under this Deed.
- **b)** The Management Committee shall be known as the TRUST Executive ("the Executive").
- c) TRUST Executive shall be duly elected in accordance with the governing rules set-out in this Deed of Trust and will serve for a term of 12 months after which a re-election of officers will be appointed through resolution immediately following an Annual General Meeting in accordance with the governing rules set-out in this Deed.
- d) The remaining members shall form the GOVERNANCE".

# 33. ROLE OF CHAIRMAN

In fulfilling the principal role and duties as appointed Chairperson ("Chairperson") of the TRUST he/she will be expected to carry out the following: Requires diplomacy and high levels of leadership skills:

- a) Ensures the proper functioning of meetings and all relevant matters are facilitated in an effective, orderly manner.
- **b)** Ensures appropriate set policies and procedures in the management of the TRUST is carried out in accordance with the governing rules of this Deed of Trust.
- c) Is required to act externally outside as representation of the Trust in close collaboration with, staff, government and non-government agencies, private charitable organizations, and Māori Trust Boards when required.
- **d)** Provides on-going support, direction and comprehensive advice to the Chief Executive Officer and Chief Financial officer at all times.
- e) Regularly reviews the performance of the Executive, manages assists process of succession planning such as renewal of and recruitment of committee members when required;

#### 34. TERMS OF APPOINMENT ("CHAIRPERSON")

The term of the Chair shall be 12 months unless otherwise stated.

- a) The Chairperson maybe removed from Office by resolution of no confidence during that term if and where;
- **b)** A resolution of no confidence shall mean that the Chair is vacated.
- c) Where the Office of Chairperson is vacant the TRUST shall conduct an election process at a duly notified meeting/hui to re-appoint a Chairperson to serve the remaining term only.

#### **35. ROLE OF SECRETARY**

The principal key function and role of the "Secretary" ("Secretary") is to carry out the following:

- a) Performs all administrative duties where required.
- **b)** Supports and liaises with the Chairperson to plan meetings/hui.
- c) Receives agenda items from Executive committee members.
- **d)** Distributes Agenda and reports and approved resolution of minutes when required.
- e) Ensures agreed actions of the Executive are met and carried within agreed timeframe where required.
- f) Ensures meeting/hui are effective, well organized.
- **g)** Is required to ensure that all resolutions of minutes are accurately recorded and distributed to members of the Executive one week prior to scheduled meeting/hui.
- h) Maintains an up-to-date register of contact details of Executive Members.
- i) Maintains an accurate record of all activities.
- **j)** Keeps a record of diary of future activities.
- **k)** Acts as the custodian to hold the common seal on behalf of the Trust.
- I) Checks to ensure quorum ids present at meetings/hui.
- **m)** Ensures elections of officers are facilitated in accordance with the governing rules set-out under this Deed of Trust.
- **n)** Ensures the activities of the Executive meets and exceeds the overall key objectives and charitable purposes of the Trust is achieved.
- **o)** Ensures that the charity purposes of the Trust, adheres to relevant provisions and legislative requirements.
- **p)** Ensures the Executive meets provisions of legislative requirements.

#### 36. TERMS OF APPOINTMENT ("SECRETARY")

The elected Secretary shall serve for a term of 12 months unless otherwise stated maybe removed from Office by resolution of no confidence in circumstances where:

- **a)** A resolution of no confidence shall mean that the position of Secretary is vacated.
- **b)** THE TRUST shall conduct an election process at a duly notified meeting/hui to re-appoint a Secretary to serve the remaining term only;

# **37. GOVERNING RULES (AND THEIR AMENDMENTS)**

Rules for the Governance and regulation of the TRUST Executive business shall include the following:

- a) A fiduciary duty of the Board of Trustees to act in good faith, promote equality (fairness), transparency (honesty) and accountability.
- **b)** Maintain relationships and respect within the constituents and members of the TRUST.
- c) To identify, reduce and manage risks and conflict of interests.
- d) To attain and achieve the realization and visions of goals.
- e) To uphold and maintain the principles, values and practices in accordance with rules of te ao maori me ona tikanga and regulation of kawa where appropriate.
- **f)** To encourage thoughtful deliberation incorporating a diversity and respect of viewpoints.
- **g)** To lead and make decisions in accordance to the mission, long-term vision, key objectives and purposes of the TRUST.
- **h)** To strive for consensus of opinion in the decision -making process.
- i) To work together as a collective incorporating mutual support and good humor.
- j) To seek out advice, wisdom and experience when appropriate.
- **k)** Amendments to the rules may be made by resolution at an Executive meeting/huiof the Trust in accordance with the general rules to unanimously pass and ratify resolutions.
- **I)** Ultimately commit to excellence in Governance, including the implementation of regular monitoring, assessing and improving performance through annual & monthly Cluster meetings/hui.

#### **38. CODE OF CONDUCT**

In addition to fulfilling exercise of duties, the Board of Trustees (including the employment of external advisors such as Legal Counsel, Accountant and or Consultants etc. shall:

- a) Shall respect and act in good faith towards each other.
- **b)** Threatening or abusive conduct will and shall not be tolerated.
- c) Allegations of and or breach of code of conduct may be dealt with in accordance with the Dispute Resolution process outlined in this Deed of Trust.
- **d)** Amendments to the rules of code of conduct may be made by resolution at a meeting/hui shall be made in accordance with the general rules to unanimously pass and ratify resolutions.

#### **<u>39. POWER TO DELEGATE</u>**

The Trustees may from time to time, appoint any committee and may delegate in writing any of their powers and duties to any such committee or to any persons and or a committee of person as the case may be, shall without confirmation by

the Trustees, exercise or perform the delegated powers or duties in a manner with the same effect as the Trustees themselves could have exercised or performed.

#### **40. DELEGATE BOUND**

Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the Charitable terms of this Trust including any other terms or conditions of delegation set out by the Trustees.

#### **41. DELEGATION REVOCABLE**

Every such delegation shall be revocable by the Trustees discretion and no further such delegation shall prevent the exercise of any power or the performance of any duty by the Trustees.

#### **42. DELEGATE NEED NOT BE A TRUSTEE**

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.

#### **43. POWER TO DELEGATE OR ESTABLISH SUB-COMMITTEES**

The Trustees may, from time to time, appoint any committee and may delegate any of their 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 themselves have exercised or performed them.

- a) Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the charitable terms of the Trust.
- **b)** Every such delegation 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.
- c) 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.

# INTERNAL FINANCIAL-AUDITING AND REPORTING PROCESSES

#### 44. END OF FINANCIAL YEAR

The financial year of the TRUST shall be 1st of April to the 31st of March the following year.

#### **45. APPOINTMEMENT OF TREASURER**

In accordance with the General Election and voting procedures, the TRUST may elect, appoint and or remove a Treasurer.

- a) Required to serve a minimum of a term of 3 years following an Annual General Meeting after which position will become vacant and re-election of position will become available.
- **b)** Appointment shall not be a member of the Executive.
- c) Is responsible to ensure strong, robust and transparent financial systems and procedures are consistently aligned with best practices and relevant legislative requirements.
- **d)** Is required to provide financial records by way of financial reports every six months.
- e) Required to administer the bank account in an accurate and appropriate manner in liaison with the appointed members of the Finance Committee.
- **f)** Must work closely with members of the Executive to safeguard the finances of the TRUST.

g) Is required to fulfil role and duties further set-out below.

# 46. DELEGATING FINANCIAL RESPONSIBILITIES

As a general rule of good practices, the TRUST shall establish a financial committee and will consist of the EXECUTIVE ("Chairman, Secretary, Treasurer".

**a)** Appointments of Financial Representatives shall be for a term of 12 months after which a re-election shall take place following an Annual General Meeting of Trustees.

# 47. KEY FUNCTIONS AND ROLE OF FINANCE COMMITTEE

In fulfilling fiduciary duties to act in good faith, to be transparent, honest and accountable to the Executive and Board of Trustees, each member shall:

- **a)** Be ultimately responsible to ensure finances are appropriately managed and is aligned at all levels within the organization.
- **b)** Ensures funds are used in accordance with rules set-out in this Deed.
- c) Ensures use of funds complies with standards of funding requirements.
- d) Ensures use of funds complies with provisions of legislative requirements.
- e) Advises on financial policies and implications of continuing on-going or new activities.
- f) Advises and prepares Reports to the Executive.
- g) Is authorized to make any financial decisions on behalf of the Executive.
- **h)** Works closely with and liaises with the TRUST.
- i) Works closely in liaison with the appointed Auditor and other financial institutions where and if required.
- j) Prepares accounts and reports for auditing.
- **k)** Implements mechanisms and stringent procedures to control and monitor financial management of funds.
- I) Manages the selection of appointed Auditor where required.
- m) May approve a petty cash system to be managed in liaison with the

# **48. FINANCIAL PLANNING**

- a) Advises in areas of financial planning.
- **b)** Prepares budgets for work and special projects in consultation with appropriate staff and funding.
- c) Presents budgets to the Executive foe consideration and approval.
- **d)** Ensures accurate records of actual income and expenditure are maintained and compare with budgeted income and expenditure and adjusted to meet financial forecasts where appropriate.

# **49. FINANCIAL REPORTING**

Prepares up to date and accurate account of financial reports and presents to Executive to consider, review and approve when required.

- **a)** Ensures Organization is adequately insured and policies of cover are regularly reviewed and premiums are competitive.
- **b)** Maintain an appropriate system for payment and recording of salaries including provisions of Tax, ACC levies and appropriate provisions for retirement meets legal requirements.
- c) Reviews services of Organization and recommends appointment following an AGM.
- **d)** Ensures Auditor provides adequate level of advice with regards to financial management and operations of the Trust is clearly defined and set-out prior to selection.

e) Ensures end of year accounts prepared by the Auditor complies with proper accounting practices and legislative requirements.

# 50. BANKING/BOOK KEEPING AND RECORD KEEPING

Are responsible in advising process of selecting a Bank and or financial institution.

- **a)** Advises what type of Bank account best fits the organization of the Trust and prepares information for the Executive to consider, review and approve.
- **b)** Serves as a signatory for the organizations Bank Account.
- c) Ensures proper systems for receiving and paying out cash and cheques.
- **d)** Sets up appropriate book keeping and petty cash systems to ensure documentation is accurately recorded and maintained.
- e) Ensures membership subscriptions are collected and properly documented.
- f) Ensures payments due to the Trust are collected and within set guidelines in cases of non-payment occur.
- g) Ensures receipts are issued in cases where money is received by the Trust.
- **h)** Ensures all income including cash is paid into the Bank.
- i) Ensures all bills are paid on time before the due dates as required.
- **j)** Ensures those responsible in handling cash keep a proper account of records and documentation.

# 51. INTERNAL CONTROL AND MONITORING

Maintains proper control of fixed assets (equipment, vehicles, buildings, materials, supplies, goods and other property owned by the Trust).

- a) Ensures proper records of materials and supplies required.
- **b)** Ensures systems for stock control and re-orders are kept up to date and accurately documented.
- c) Ensures proper record of all equipment, vehicles, building and or properties owned by the Trust are documented, including details of date of purchase, supplier valuation, model and serial number are maintained and kept up to date.
- **d)** Keeps proper financial records relating to property (buildings/land) such as rent and or lease arrangements are met and paid by required by due date.
- e) Ensures necessary insurance cover and or premiums are paid on time and kept up to date where required.

# 52. FINANCIAL SYSTEMS

In addition to general duties, the Finance Committee are duly responsible and expected to ensure financial systems:

- a) Enable accountability and transparency.
- **b)** Produces effective auditing and
- **c)** Ensures proper delegation and segregation of overlapping of duties and responsibilities.

# 53. PRIMARY KEY FUNCTIONS AND ROLE

In addition to strong, robust, transparent financial management systems, the primary function of the appointed Chief Financial Officer is expected to carry out the following:

- **a)** Ensure financial functions set-out in clause 3.3-3.3.5 is effectively managed in accordance with policies, set standards and procedures.
- **b)** Oversees and presents budgets, accounts and financial statements.
- **c)** Liaise and co-ordinate with designated staff with regards to any financial matters.

- d) Ensures appropriate financial systems and controls are in place.
- **e)** Is required to keep accurate accounts to meet funding standards.
- f) Ensure compliance with relevant legislative requirements is met.
- g) A signatory to the Trusts Bank Account in liaison with the Finance Committee.
- **h)** Works closely as advisory in liaison with Finance Committee.

# 54. FINANCIAL STRATEGIC PLAN

Works closely with the Board to develop, implement appropriate fundraising strategies.

- a) Ensures use of funds complies with set standards and requirements of funders.
- **b)** Ensures fundraising meets relevant legislative requirements and is controlled through effective financial systems and procedures.
- c) Ensures effective monitoring and reporting procedures meet relevant requirements.

# 55. MANAGEMENT OF FINANCIAL PLANNING AND BUDGETING

Prepares and presents Budget for new and or on-going work.

- a) Advises on financial implications of strategic and operational plans.
- **b)** Presents draft/revised financial forecasts based on actual costs.

# **56. MANAGEMENT OF FINANCIAL REPORTING**

Presents regular reports on the Organizations financial position.

- **a)** Prepares accounts for auditing and works closely with appointed Auditor when required.
- **b)** Prepares accounts for auditing and works in closely with appointed Auditor as required.
- c) Prepares and presents accounts to AGM.
- d) Advises on the Organizations reserves and investment policies.

# 57. MANAGEMENT OF BANKING/BOOK KEEPING AND RECORD KEEPING

- Manages Bank Accounts in liaison with Finance Committee.
  - a) Sets up appropriate systems for book keeping, payments, lodgments and petty cash.
  - **b)** Ensures responsibility of Treasurer effectively manages and keeps an accurate

# 58. INTERNAL CONTROL AND MONITORING

In addition to fulfilling general duties and role set-out in clause 3.3.4 of this Deed:

- a) Controls, monitors, reviews and manages fixed assets and stock owned by the Trust.
- **b)** Controls, monitors, reviews and effectively manages proper records of materials and supplies held by the Trust are accurately documented and maintained.
- **c)** Ensure systems for stock control and re-orders are kept up to date, documented and effectively managed.
- d) Ensures proper management and record of all equipment, vehicles, building and or properties owned by the TRUST are document, including details of date of purchase, supplier, valuation, model and serial number are maintained, kept up to date.
- e) Ensure proper financial records relating to property (buildings/land) such as rent and or lease arrangements are managed in accordance with terms of agreement.

**f)** Ensures necessary insurance cover and or premiums are paid on time and kept up to date where required.

#### 59. BANK ACCOUNT

In accordance with general rules and standard procedures set-out in this Deed, the "**CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST**" are authorized to open a bank Account for the purposes conducting normal operation of Business.

- a) The name of the account shall be "CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST".
- **b)** To administer its monthly operations and to receive monies from the Treasurer if and when as required.
- c) Manage annual accounts and other financial related activities.
- d) To prepare, file and provide annual monthly statements and reports.
- e) To prepare, file and provide annual monthly balance and income statements to budget.
- **f)** To provide reasonably assurance on the reliability of financial reporting, effectiveness, and efficiency of operations in compliance with relevant legal requirements.
- **g)** To identify suitable accounting package relevant to the management of income and expenditures requirements and accounting standards.
- h) To meet each expected costs and expenses of funds received.
- i) Identify depreciation of funds when applicable.
- **j)** Administration of Bank Account shall be properly managed by the BOARD.
- **k)** The (3) authorized signatories of the Executive Board will be required at all times shall apply.
- I) Where withdrawals for payment of general expenses incurred during operations and business of the Trust and;
- **m)** All monies received and paid to the credit in the name of "CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST" account.
- **n)** No part of the income and or property shall be paid or transferred directly or indirectly by way of profit or otherwise to any individual and or entity.
- **o)** Actual on-going financial conditions and or activities to achieve short and long-term.
- **p)** In addition to annual budgets, internal reports, long-term financial planning during budget preparation, "CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST" will regularly revise budgets and expenditure.

# **60. OPERATIONAL EXPENDITURE**

Subject to consideration, review and approval from the Board to utilize a financial system such as Xero to support the business operations of "CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST".

a) All operational expenditure must be accompanied by an appropriate and suitable cash receipt and docket from the supplier.

# 61. KOHA ("DONATIONS")

The TRUST recognizes the requirement to give appropriate amounts of Koha and or donations from time to time in accordance with cultural practices of te aō māori me onā tikānga shall be authorized at the discretion of the BOARD.

- a) Details of the reasons for Koha shall be attached to a payment authorization form and signed by the Executive Board members only unless otherwise stated.
- **b)** Koha monies shall not exceed more than €300.00 unless full disclosure, accountability, purpose and intent is documented for the Koha.
- c) All Koha distributed shall be accurately recorded and registered in accordance with set procedures standards approved by the Board.
- **d)** All Koha received shall be given a receipt, documented and registered in accordance with the above.

#### **62. REMUNERATION AND ALLOWANCES**

Subject to consideration, review and approval from the Board, shall authorize remuneration and allowances (actual and reasonable expenses).

- a) Subject to available funds, may remunerate a reasonable amount of travelling allowances (by way of petrol vouchers) from time to time.
- **b)** The Executive shall approve all remunerations and allowances provided that such approvals are reported following Meeting of Board.
- c) Such approval of remunerations and allowances shall be recorded in the minutes by the appointed Executive Secretary following each scheduled meeting/hui of the Executive.

#### ADMINISTRATION AND HUMAN RESOURCES 63.PRIMARY KEY FUNCTIONS OF EXECUTIVE

The primary key function of the Executive is to effectively manage the business of "CCC INTERNATIONAL FOUNDATION CHARITABLETRUST" in addition to fulfilling the mission statement, vision, purposes, goals and key objectives of the "TRUST" shall carry out the following:

- a) Establishes and implements the Organizations policies, standards and set procedures.
- **b)** A fiduciary duty to consistently act in good faith in the promotion and charitable purposes, key objectives and aims of "CCC INTERNATIUONAL FOUNDATION" interests.
- c) A duty to consistently demonstrate good leadership roles.
- **d)** A commitment in focusing to achieving long-term positive, sustainable results.
- e) Reviews and monitors the Organizations 12-month strategic planning to enhance and improve quality management in operation and delivery of core services.
- f) Determines, considers and reviews preliminary interim decisions.
- **g)** Required to meet first week every month and sets the Boards agenda prior to scheduled Annual General Meetings.
- h) Expected to attend all Board of Trustees Hui where possible.
- i) A commitment to effectively meet the tasks and objectives set by the TRUST in a timely and economic manner.
- **j)** Manage good working collaborative relationships with key external advisors, government and non-government agencies, private charitable organizations and Hapū Cooperatives.
- **k)** Develop mechanisms to implement effective strategies of succession planning.
- I) OEnsure effective accountability aims meets the needs and well-being of

communities.

- m) Operate in accordance with applicable provisions of legislative requirements.
- n) Determines recruitment strategy in employment of key personnel.
- **o)** Establish good working relationships and respect at all times the mana, integrity of all key personnel.
- **p)** Capacity to develop effective strategies to improve and enhance governance.
- **q)** A commitment to uphold and maintain the regulation of principles, values and practices of te aō māori me onā tikānga and kawa, kaitiakitangā, tautoko, awhi, manaakitanga and aroha.
- **r)** Shall be responsible and held accountable for all actions and decisions of the organization.
- s) Determine from time to time, approve set operational expenditure and where applicable, must be accompanied by an appropriate and suitable cash receipt and docket from the supplier, documented, recorded and aligned in accordance with standard financial procedures.
- t) Shall ensure all secretarial duties are carried out in an effective and professional capacity.

#### **64. EXERCISE OF POWER**

In exercising delegated duties on behalf of the Board of Trustees, will operate in accordance with the rules stated in this Deed. In addition to fulfilling the key functions and responsibilities, the Board of Trustees as required in accordance with general principles of common law, ss 13B-13D, 13 F, 13 G of the Trustees Act 19 56, shall carry out the following:

- a) Must consistently act for the benefit for the Trust within the rules and powers given or vested as appointed Officer or Board".
- **b)** A fiduciary duty to act in good faith and not unreasonably obstruct or restrain the progress of key objectives and purposes set out in this Deed of Trust.
- c) A commitment to exercise due diligence and prudence to effectively manage and protect the Trust's assets and resources now and into the future.
- **d)** Comply with the rules set-out under this Deed unless the Deed itself allows the Trustees, Courts and or beneficiaries allow to do otherwise.
- e) Invest money that's held on behalf of the Trust.
- f) Keep an accurate account and record of all property held by the Trust.
- g) Be impartial, professional in exercise of duties towards key stakeholders.
- **h)** Not to be in a position that may create a conflict of interest where personal interests may conflict with their duties as Trustees.
- i) Must be familiar with and understand the terms set-out in the Deed including any property held by the Trust, role and descriptions of previous Trustees.
- **j)** Must act unanimously in making decisions regarding any property, assets and or resources held by the Trust unless otherwise stated in the Deed of Trust allows for majority of decisions shall be binding will apply.
- **k)** Must act personally and not delegate responsibilities [unless explicitly stated otherwise or where expert advice and or consultation are required] or where delegation of duties is permitted in accordance with provisions set out under the "Power of Trustees" shall apply.
- I) Must not release, disclose and or use confidential information and or details regarding the Board, clients and or key stakeholders for personal pecuniary gain will not be tolerated in any shape or form.

**m)** A violation and or breach of confidentiality of administration, management and financial operations of the TRUST will lead to a criminal matter filed with the Courts, removal and or both.

# 65. COMPOSITION AND APPOINTMENT OF EXECUTIVE

Composition of the Executive shall consist of the following:

- a) Chairperson.
- b) Secretary.
- c) Treasurer.
- **d)** Chief Executive Officer or Managing Director.

The remaining Eleven (11) Board members shall serve as the Governance of the TRUST.

a) Each member shall serve for a term of no more than 12 months after which a re-election will be held in accordance with general procedures for the passing and ratifying of resolutions following each scheduled Annual General Meeting. The Executive shall be responsible and held accountable to the 'CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST".

# 66. RESIGNATION FROM EXECUTIVE AND OR TERMINATION

Appointments to the Executive will expire and or terminate if:

- b) The appointee resigns by giving verbal or written notice to the Chairperson;
- c) The member misses three (3) consecutive meetings and or Hui without good reason or proper notification;
- **d)** Any vacancies in the Executive may be filled through approval from remaining members of Governance on an interim basis pending a a permanent appointment;
- e) where an interim appointment is an operational requirement must be carried out in accordance with the general procedures for the passing and ratifying of resolutions.

# **67. POWER TO DELEGATE DUTIES**

In order to advance the promotion and charitable purposes, key objectives and aims set-out under the governance of "CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST" the Executive may if required:

- a) Co-opt, delegate duties or contract out, where deemed necessary and or;
- b) Where appropriate, may rent or lease any building or equipment;

c) May rent or lease equipment and or furnishings, where deemed necessary;

# **RISK MANAGEMENT**

# **68. CONFLICT OF INTERESTS**

In maintaining best practices to effectively mitigate possible risks and or conflicts of interests should be an integral part of the organization to guide CCC INTERNATIONAL FOUNDATION CHARITABLETRUST" shall observe, formulate and implement the following key strategies:

# **69. IDENTIFY AND CHARACTERISE POSSIBLE RISKS**

Identify, assess and determine priority of specific critical risks and or conflict of interests that may arise in addition to the below:

- a) Monitor, control, adjust and prepare for unforeseen circumstances, maximize opportunities where possible.
- **b)** Implement effective measures to prioritize risk reduction from further reoccurrence by ensuring best possible information is available and up to date where appropriate this includes:

- c) Immediately address any break down of communications, misunderstandings and assumptions; including and or not limited to;
- **d)** Abuse or and or threatening behavior and or threats will not be tolerated in any shape or form will be dealt in accordance with the kawa (rules) specified in this Deed;
- e) Key decision-making processes should be systematic and where possible, structured;
- f) Be tailorable and take human factors into account;
- g) Be transparent and inclusive;
- h) Be dynamic and responsive to change;
- i) Be capable of continual improvement and enhancement;
- j) To be periodically assessed where appropriate;
- **k)** Ensure management of key objectives and charitable purposes of the Trust do-not under any circumstances, deviate from achieving the short and long-term Charitable purposes as specified in the Deed.

# 70. RISK ANALYSIS

Develop an analysis of any risks involved and mitigate a solution using methods of technological, human and available organizational resources where appropriate:

- a) Determine, review and or evaluate whether risk is internal and or external and chose best decisions in order to properly prioritize implementation of Risk Management Plan where appropriate.
- **b)** Prioritize and produce primary sources of statistical information and or data to improve and enhance potential risks and or conflict of interests.
- c) Conduct regular audit and review of human resources, administration, policies, procedures, technology, schedules, expenditure and or budgets, marketing conditions, political and or democratic environment and other factors requires continuing assessments to effectively manage tangible and where possible, review and or intangible risks.

# 71. ON-GOING RISK MANAGEMENT

Quickly identify any possible issues and apply measures to effectively address, reduce and minimize further risks.

- a) Maintain control over how activities are carried out/monitored and adapting to changes within the organization.
- **b)** Regular audit and evaluation to build and enhance a robust governing structure for the purposes of below.
- c) Promoting open transparency and trusting environment;
- d) Encouraging members to express and respect each other's views;
- e) Develop appropriate protocols to address sensitive issues where a difference of opinion may occur.
- f) Difference of age, gender and or ethnicity may create conflict of issues.
- **g)** Encourage a preference for making decisions by consensus rather than a majority win;
- **h)** Allow time of strongest critics to give views and benefit from the discussion to understand the viewpoints of others.
- i) Self-evaluation to ensure all members clearly understands their roles.
- **j)** To remain focus, whilst maintaining the ability to effectively achieve the key objectives and purposes of the Trust.

# 72.ADJOURNMENT OF MEETINGS/HUI

In circumstances where internal conflict may arise within members of the Board during a meeting and or hui, the following procedures shall be carried out and or adjourn meeting and or hui for a short time including:

- a) Agree to postpone further discussions until the next meeting and or hui.
- **b)** Schedule appropriate time in between meeting and or hui.
- c) Separate individuals involved from the issue under discussions.
- d) Produce options which might lead to conciliation.

# 73. RISK MANAGEMENT STRATEGIES

To ensure on-going management of risk and conflict of issues, 'CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST" shall develop and implement the following:

- a) Internal audit requirements.
- **b)** Legal compliance.
- c) Micro manage expenditure of contracts, funding and guidelines to minimize and reduce any further potential risks where possible.
- d) Continuous mechanisms to monitor risk environment.

# 74. RISK MANAGEMENT AND DISPUTES RESOLUTION COMMITTEE

The Board of Trustees shall appoint and direct the establishment of a Risk Management and Disputes Resolution Committee ("the Committee") to implement the above strategies:

- a) The Risk Management and Dispute Resolutions Committee shall consist of three (3) members of the Governance only.
- **b)** In addition to fulfilling its obligations, members of the above Committee will be required to act in good faith and with respect for all parties.
- c) Shall execute their duties in a clear and transparent professional manner.
- d) Shall remain impartial and unbiased.
- e) Ensure appropriate regulation of governing rules and procedures to effectively managed and monitor the above are adhered to in accordance with this Deed.

# 75. REGISTER

Where proceedings an or issues of Dispute Resolutions that may arise, the Trustees shall maintain a register and record information of affected parties, who was involved, identify the process used to resolve the matters and outcomes reached or achieved.

# **DISPUTES RESOLUTIONS**

# **76. DISPUTE RESOLUTION**

Managing Disputes and seeking appropriate mechanisms of resolutions is a key focus and commitment when dealing with such measures. Where any dispute arises in relation to the interpretation or operation of any power or discretion contained in this Trust Deed or in relation to the exercise of any power or discretion conferred on any party under this Deed, the BOT Trustees will

- a) First attempt to resolve the matter in good faith.
- **b)** In the event where a resolution is not reached, the Trustees shall refer the matters to a third-party dispute resolution in a manner that is cost effective.

# 77. STRATEGIES TO MITIGATE AND RESOLVE DISPUTES

In addition to managing an effective Disputes Resolution process also coincides with Managing Risk and Conflicts of Issues, the following mechanisms will incorporate the following:

- a) Identify the issues and or disputes.
- **b)** Try to resolve the problems.
- c) Find answers that reflect good faith and common sense between both parties.
- d) Seek a resolution to allow parties to move on.
- e) Focus attention in reaching a successful outcome.
- f) Ensure appropriate behavior is maintained.
- g) May convene a formal meeting to seek further resolution if necessary.

## 78. ON-GOING MANAGEMENT IN MONITORING DISPUTES

Subject to Part VIII, Clause 6.1-6 the appointed Committee shall carry out the following to specifically address and deal with these matters effectively and accordingly as appropriate.

### 79. ADJOURNMENT OF MEETING/HUI

In circumstances where both parties failed to reach a resolution, the following measures will take place:

- a) Where applicable, adjourn meeting and or hui for a short time.
- b) Agree to postpone further discussions until the next meeting and or hui.
- c) Schedule appropriate time in between meeting and or hui.
- d) Separate individuals from the issue and dispute under discussions.
- e) options, which might lead to reconciliation and resolutions.

## **80. INDEPENDENT ADVISORY**

Should a resolution be not reached CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST will seek further information and advice from an External Advisor, Legal Counsel for alternative methods of resolution will ensure:

- a) Appropriate regulation of governing rules and procedures to effectively manage and monitor the above are adhered to in accordance with this Deed.
- **b)** Observe, provide guidance and or advice where and if appropriate.
- c) Encourage and allow both parties to try and resolve matters in good faith and focus attention to reaching a successful and positive outcome.
- **d)** Will ensure appropriate regulation of governing rules and procedures to effectively manage and monitor the above are adhered to in accordance with this Deed.

## **81. REPORTING PROEDURES**

Where proceedings and or issues of Dispute Resolutions that may arise, the Trustees shall maintain a register and record information of affected parties, who was involved, identify the process used to resolve the matters and outcomes reached or achieved.

## **APPLICATION OF FUNDS**

## **82. CHARITABLE PURPOSES**

The TRUST fund shall be applied solely towards the promotion of the charitable purposes of this Trust. All monies received by or on behalf of the Trust must immediately be paid to the credit of the Trust in an account with a Bank as determined by the Trustees.

### **83. APPLICATION OR ACCUMULATION**

The Trustees shall, in their discretion, apply or accumulate the income and capital of the TRUST and shall to the extent as the Trustees determine, [provided that such decisions shall be made towards fulfilling the charitable purposes set-out in this Trust].

## **84. INVESTMENT OF THE TRUST FUNDS**

The Trustees may invest all or any part of the Trust Fund in investments from time to time as permitted by the law of New Zealand for the purposes in investment of Trust funds.

a) Subject to clause 5.3(a), the Trustees may, by resolution, decide and or formulate set policies concerning the investment of any money and or funds held by the Trust, including determining what type of appropriate investments are permitted.

# **85. NO PRIVATE PECUNIARY PROFIT**

No private pecuniary profit shall be made by any persons from the Trust and no portion of the Trust Fund shall be paid or transferred directly or indirectly to any Trustee or to any persons associated with a Trust except in circumstances of the following:

- a) Where payment is made to a Trustee or a person associated with a Trustee,
- **b)** Payment for goods and service provided to the Trust, provided that those goods or services advance the charitable purposes of this Trust and the payment is reasonable and commensurate with payments that would be made between unrelated parties.
- c) A Trustee may be reimbursed on production of receipts for reasonable travelling, accommodation and other expenses incurred in the course of performing duties or exercise of power as Trustees;

# 86.INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

No related person shall derive any income, benefit or advantage from the Trust where they can directly or indirectly materially influence the payment of any income, benefit or advantage except where that income benefits an advantage is derived from:

- a) Professional services to the Trust rendered in the course of Business charged at no greater than current market rates and or;
- **b)** Where interest of money advanced, borrowed or charged at no greater rate than current market rates.

## **87. RECEIVING OF GIFTS**

The Trustees may receive solicited or unsolicited gifts of any real or personal property for purposes of the Trust or for any specific purpose that comes within the purposes of this Trust.

## **88. SEPARATE SPECIFIC TRUSTS**

If the Trustees accept a designated gift, must keep the designated gift and any income received to be held separate from the general assets held by the Trust Fund and administered in accordance with the terms set by the Trust under which it was given.

- a) The Trustees shall not use the assets of any specific Trust to make good any deficit loss or damage or breach of Trust relating to any other specific Trust and shall not use the general assets held by the Trust Fund for such purposes.
- **b)** Each separate specific Trust shall bear its own administration expenses including a fair proportion as determined by the Trustees, the administration of expense applicable to the general purpose of this Trust.

# 89. RECEIPT OF GIFTS

The receipt of the Secretary, Treasurer, or other persons appearing to the Trustees to be authorized to give receipts on behalf of the recipients of any payments made under the terms of this Deed, shall be a complete discharge to the Trustees for that payment.

# **MISCELLANEOUS PROVISIONS**

## 90. SUMMARY

The Trustees shall maintain a register of Trustee's interest which shall record any interests which are or may be related to the purposes and or activities carried out and or performed by the Trust.

#### 91. DECLARATION

The Trustees must declare any interest which may be seen as a possible influence and or conflict interest when deliberating their exercise power to vote; this includes being employed by any Organization who are offering to purchase any service to or from the Trust.

### **92. EXECUTION OF DOCUMENTS**

To execute a Deed, it is required that the Deed must:

- a) Be executed under the common seal of the Board and confirmed by at least two ("2") Trustees if the Trustees are incorporated as a Board under the Charitable Trusts Act.
- **b)** Must be signed by at least two ("2") Trustees and witnessed only and if the Trustees are not incorporated.

### 93. CONTRACTS

The Trust may at their discretion and in exercising their power, enter into a formal agreement and or contract who are acting under the express or implied authority of the Trustees.

### 94. LIMITATION OF LIABILITY

No Trustees is personally liable to the Trust for:

- a) The consequence of any act or omission of any loss.
- **b)** Any loss or cost caused by an attorney, delegate, manager, agent or employee engaged by the Trustees regardless of any rule or equity to the contrary.
- c) The exclusion from liability set-out in clause 14.1 does not apply where the consequences or loss is attributed to actions of dishonesty and or fraud.
- d) Where willful commission and or acts of breach of Trust.
- e) Where willful omission in breach of trust.
- **f)** Proceedings against co-Trustees allegedly in breach is prohibited; however, where any breached are proven to have occurred, provisions set-out in clause 8.4(a) of this Deed shall apply.

### 95.INDEMNITY

Each Trustee is fully indemnified under the Trust Fund for ay loss or liability incurred by the Trustee in the course of the Trusts activities. The indemnity includes in particular any liability to satisfy costs and expenses arising out of the conduct of any activities. Every Trustee shall have a lien and may at their discretion, use any monies from the Trusts Funds for this purpose.

a) The indemnity conferred by clause 14.4 may extend to any loss or liability only where after it is found has ceased to be a Trustee.

**b)** The indemnity conferred by clause 14.4 does not extend to a loss or liability where acts of dishonesty has occurred; willful commission of breach in trust and or where actions of willful omission in breach of trust occurred.

## 96. POWER TO DELEGATE / COMMITTEES

The Trustees may, from time to time, appoint any committee and may delegate any of their 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 themselves have exercised or performed them.

- a) Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the charitable terms of the Trust.
- **b)** Every such delegation 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.
- c) 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.

# 97. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

- a) Any income, benefit or advantage shall be applied to the Trust Purposes.
- b) A Trustee is entitled to such remuneration for services provided as may be reasonable having regard to that Trustee's duties and responsibilities for those services PROVIDED THAT any payment to a Trustee referred to in this clause must not exceed fair market value for services provided and no Trustee receiving such payment and no person associated with such Trustee may participate in, or materially influence, any decision made by the Trust in respect of the payment.
- c) Each Trustee is entitled to be indemnified against, and reimbursed for, all expenses including travel expenses properly incurred in connection with the Trust and the Trustees duties.
- **d)** Nothing expressed or implied in this deed will permit the Trustees' activities; or any business carried on by or on behalf of or for the benefit of the Trustees in connection with the Trust, to be carried on for the private profit of any individual.
- e) The provisions and effect of this clause 11 shall not be removed from this Deed and shall be included and implied into any document replacing this document.

# 98. FUNDS, PROPERTY AND ACCOUNTS

The Trustees shall keep true and fair accounts of all money received and expended.

- a) All monies received by the Trust shall be paid within three days to the credit of the Trust at such Bank as the Trustees shall appoint and cheques or withdrawals against the Bank account and other negotiable instruments shall be signed or endorsed by two Trustees as authorized by resolution of the Trustees.
- **b)** All accounts and property of the Trust shall be held in the name of the Trust, except where the Trust is not incorporated and the property is required by law to be held in the name of the Trustees.

## 99. AMENDMENT OF DEED

The Trustees may, by consensus or pursuant to a motion decided by a two thirds majority of votes, by supplemental deed, make alterations or additions to the terms and provisions of this deed provided that no such alteration or addition shall 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.

## **100. TRUSTEES LIABILITY AND INDEMNITY**

- a) No Trustee will be liable for any losses other than those attributable to his own dishonesty or the willful commission of any act known by him or her to be a breach of trust.
- **b)** No Trustee Member is obliged to take proceedings against a co-Trustee, or any former Trustee.
- c) Each Trustee will be indemnified out of the Trust's assets for any liability incurred as the result of any act or omission as a Trustee, unless the liability is incurred as the Trustee's own dishonesty or deliberate breach of trust.
- **d)** The Trustees shall be entitled to take out and maintain from the Trust funds Trustee indemnity insurance premiums.

## **101. DISPOSITION OF SURPLUS ASSETS**

The Trustees shall have the power and authority to dissolve the Trust. Should the Trust be dissolved in accordance with this clause then all property and monies remaining after the due settlement of the affairs of the Trust shall be accounted for and paid and applied in New Zealand to such alternative charitable bodies and for such charitable purposes as the Trustees may determine in accordance with the general Trust Purposes set out in this Deed.

### **102. RESTRICTION TO CHARITABLE PURPOSES WITHIN NEW ZEALAND**

Notwithstanding anything contained in this Deed, its provisions shall at all times be interpreted and construed so as to limit the objects and powers of the Trust to powers and objects which are charitable within New Zealand and to the use of the Trust funds within New Zealand.

### 104. COMMON SEAL

If the Trustees obtain incorporation as an incorporated Charitable Trust Board, then the Board shall have a common seal to be kept in the custody of the secretary, or other officer as appointed and used only as directed by the Trustees. It shall be affixed to documents only in the presence of and accompanied by the signature of two Trustees.

Full name of Trustee:	Ariki-Nui Kawenata :Marsich-Crown:
Initial Signature:	
Witness Signature	
Dated this day:	
Full name of Trustee:	Gavin-John :Marsich:
Initial Signature:	
Witness Signature	
Dated this day:	
Full name of Trustee:	Renae-Frances :Marsich:
Initial Signature:	
Witness Signature	
Dated this day:	
Full name of Trustee:	Jerome-John :Marsich:
Initial Signature:	
Witness Signature	
Dated this day:	
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Witness Signature	
Dated this day:	

# **RESOLUTION OF MINUTES**

### 1) **RESOLUTION OF MINUTES**

CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST ENTRY IN THE MINUTE BOOK IN PLACE OF THE FIRST MEETING OF TRUSTEES AND SIGNED BY THE TRUSTEES INPURSUANT TO THIS DEED THIS DAY OF, 1<sup>st</sup> JANUARY 2023.

### 2) INCORPORATION

**IT WAS RESOLVED THAT** All matters in connection with the registration of this TRUST had been attended to and the confirmed date of incorporation as being this day, 1<sup>st</sup> Of January 2023.

## 3) APPOINTMENT OF TRUSTEES

**IT WAS RESOLVED THAT** the under mentioned person(s) has consented to act as Trustees and being duly qualified, is named as such in the Application for Registration. Accordingly, the under mentioned person(s) has been appointed to the Board of CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST.

### 4) NAMES OF TRUSTEES

**IT WAS RESOLVED THAT** the address for service of CCC INTERNATIONAL FOUNDATION CHARITABLE TRUST is confirmed as being the same as the Registered Office.

### 5) STATUTORY BOOKS

**IT WAS FURTHER RESOLVED THAT** the following be acquired and established all necessary books, registers, records and other documentation required by statute to be kept, including such books of account as are necessary to record all financial transactions of the TRUST.

### 6) AUDITOR

**IT WAS FURTHER RESOLVED** that NO auditor shall be appointed prior to the first Annual General Meeting and that prior to any appointment, the following unanimous resolution in Pursuant to Section 201(3) shall read the following: "that we the name TRUSTEES, MARSICH-CROWN ARIKI-NUI KAWENATA, MARSICH GAVIN-JOHN, MARSICH RENAE-FRANCES, MARSICH JEROME-JOHN

being the TRUSTEES at the date hereof, hereby resolve that NO auditor shall be appointed prior to the first Annual Meeting until such further notice.

## 7) APPOINTMENT OF ACCOUNTANT/AUDITOR

**IT WAS ALSO FURTHER RESOLVED THAT** an Accountant shall be appointed once commencement and operation of Business is registered to meet full tax provisions prior to the first Annual General Meeting as required and in compliance of regulations and law. Signature of Trustee

Settlor: **Royal Regent** Ariki-nui Kawenata :Marsich-Crown:

Ariki-nui Kawenata : Marsich-Crown:

Signature of Settlor Royal Regent Seal:

Activity Activity CROWN Kursuur

