

Te Māori Manaaki Taonga Trust

Trust Deed

1. Constitution and Name

There is hereby constituted a Trust to be known as the Te Māori Manaaki Taonga Trust (The Trust). The Trust shall be incorporated as a Trust Board under the provisions of the Charitable Trusts Act 1957.

2. Establishment of Charitable Trust

- (a) The Trustees hereby declare that the Trust shall be a charitable trust for the Charitable Purpose.
- (b) The Charitable Purpose means the advancement of education within New Zealand and which shall be regarded as charitable by law for the time being in New Zealand **provided however** that such Charitable Purpose shall also be charitable for the purposes of any of the Inland Revenue Acts as defined in the Inland Revenue Department Act 1974.
- (c) The purpose of the Trust shall always be the Charitable Purpose as defined in (b) above.
- (d) The Trust was originally established by the founding trustees Tā Hirini Moko Mead, Wiremu Cooper and Te Aue Davis to support the development of Māori professionals involved in the care and display of taonga Māori.

3. The Object of the Trust

- (a) The principal object and purpose for which the Trust is established is to encourage and provide for education and training of Māori in the skills required for the care and display of taonga Māori.
- (b) The incidental or ancillary objects and purposes for which the Trust is established are:
 - i. To promote the training of Māori as curators, conservators, registrars and other officers whose jobs involve the care and/or display of taonga Māori;

- ii. To promote, organise and/or support events and activities concerned with education and training in taonga Māori, and/or its care and display;
 - iii. To promote, organise and/or support events and activities concerned with information exchange, thought leadership, knowledge transfer, awareness and understanding of taonga Māori, and/or its care and display;
 - iv. To promote the education and training of Māori developing new taonga Māori;
 - v. To promote, organise and/or support events and activities that honour the legacy of Te Māori;
 - vi. To preserve the record of Te Māori for future generations;
 - vii. To collaborate with other persons and organisations in connection with (i) to (vi); and
 - viii. Generally, to do all acts, matters and things and to enter into and make such arrangements as are incidental or conducive to the attainment of any or all of the principal and ancillary objects of the Trust.
- (c) The objects and purposes of the Trust are focused around four pou (pillars):
- i. Te Ohaki a Te Māori (the legacy of Te Māori);
 - ii. Matauranga Māori (Māori knowledge);
 - iii. Taonga Māori (Māori cultural objects) and;
 - iv. Tangata Māori (Māori people).

4. The Trust Fund

The Trust Fund shall consist of the initial sum paid to the Trustees by the Māori Trustee and any other funds or property acquired by the Trustees for the Charitable Purpose of the Trust.

The Trustees shall stand possessed of the Income arising from the Trust Fund upon the following terms and conditions and subject to the following powers:

- (a) Discretion to apply or appropriate Income

The Trustees at their absolute and uncontrolled discretion at any time or times may or may determine to pay, apply or appropriate the whole or any part of the current nett annual income arising from the Trust Fund in any income year (1 July to 30 June) to or for or towards any objects of the Trust as aforesaid and in such manner as the Trustees in their

absolute discretion may think fit.

The following provisions shall apply to any payment, application or appropriation made pursuant to the above provision.

(b) Vesting of Income

For the purposes of vesting income only and the payment, application or appropriation of income made pursuant to the objects of the Trust or any one or more of the said objects to which income is appropriated by the Trustees pursuant to the provisions of the Deed, the Trustees shall as from the date of appropriation take an absolute and indefeasibly vested interest in the income appropriated and for the purposes of this provision the Trustees shall take an immediate and absolute vested interest in the sum of \$200,000, and thereafter a vested interest in any income derived from the Trust Fund during any income year (1 July to 30 June) as received by the Trustees pursuant to the Deed.

(c) Vesting of Income not to Vest Corpus

The foregoing provisions as to vesting of income shall not operate to vest any part of the corpus of the Trust Fund in the Trustees for the purposes of payment, application or appropriation to any one or more of the said objects, provided however, that from time to time the Ministers may deem the whole or any part or parts of the corpus to be income for the purposes of vesting income.

(d) Period of Trust

The Trust created by this Deed will continue unless earlier terminated until the expiration of 80 years from the date of the Deed less one day (the period so specified being the perpetuity period for the purpose of section 6 of the Perpetuities Act 1964).

(e) Accumulation of Unappropriated Income

Subject to the foregoing so far as the whole or any part or parts of the whole of the income derived or to be derived from the Trust Fund in any income year (1 July to 30 June) is not paid, applied or appropriated to any one or more of the objects of the Trust as aforesaid the same shall be accumulated by investing the same so that all such accumulations shall be added as an accretion to the Trust Fund and shall be held by the Trustees upon the same terms and conditions and with the same powers herein declared in respect of the corpus of the Trust Fund, but the Trustees may at any time or times resort thereto and pay, apply or appropriate the whole or any part thereof as if it were income of the Trust Fund to any one or more of the objects of the Trust.

(f) Trust of Capital

The Trustees at their discretion may enter into contracts or make any

investments of any nature whatsoever for the purposes of protecting, maintaining or enforcing the value of all or any assets acquired or held by the Trust (including the original capital settlement) or which the Trustees have the right to acquire or hold provided, however, that any contract or investment made shall ensure perpetuity of the fund.

5. Appointment of Trustees

- (a) There shall be no less than three Trustees and no more than five Trustees.
- (b) The first Trustees shall be the signatories to this Deed.
- (c) Subsequent Trustees shall be jointly appointed by the Minister of the Crown who has responsibility for Māori Affairs and the Minister of the Crown who has responsibility for Cultural Affairs (The Ministers).
- (d) The Ministers shall appoint one of the Trustees as a Chairperson.

6. Retirement of Trustees

- (a) Subject to clause 6(c) each Trustee (including the Chairperson) shall hold office for a term of one to five years but shall be eligible for reappointment.
- (b) The office of any Trustee shall become vacant if he or she resigns or becomes bankrupt, insolvent or insane, or is convicted of an indictable offence, or dies.
- (c) Of the first Trustees, Sidney Moko Mead shall hold office for a term of five years, William Charles Cooper shall hold office for a term of four years and Te Aue Davis shall hold office for a term of three years.
- (d) No act of the Trustee shall be invalid by reason of any vacancy in the membership of the Trust at the time of such act or subsequent discovery of any defect in the appointment of any person as a Trustee.
- (e) The Trustees shall continue to hold office, notwithstanding the expiry of their tenure, until they are reappointed or they are replaced by new trustees.

7. No Pecuniary Profit

The Trust Fund shall be applied solely for the Charitable Purpose and, save as expressly authorised by this Deed, no part of the Trust Fund shall be applied for the benefit of the Trustee.

8. Additional Powers of Trustees

For the purpose of advancing the Charitable Purpose and objects of the Trust, the Trustees, in addition to the powers conferred on the Trustees by law and by Clause 4 of this Deed, may exercise all or any of the following powers and authorities:

- (a) To seek such advice from any proper person as will assist them in administering this Trust.
- (b) To seek, accept and receive donations, subsidies, grants, endowments, gifts, legacies, loans and bequests either in money or in land or partly in money and partly in kind for the Charitable Purpose and the objects of the Trust, and to carry out any specified trust attaching or relating to the same to the intent that donations, subsidies, grants, endowments, gifts, legacies, loans and bequests either in money or in land or partly in money and partly in kind made to the Trust may be made for the benefit of the Charitable Purpose of the Trust or may be made for the same purpose within the objects of the Trust specified in particular cases by the donor or donors, and lender or lenders.
- (c) To purchase, receive as a gift or otherwise howsoever acquire and hold on the trusts hereof land.
- (d) To purchase, take as a gift or loan or otherwise howsoever chattels of any kind whatsoever and hold the same upon the trusts hereof.
- (e) To borrow at the discretion of the Trustees for the purpose of the Trust from any person or persons on the security of all or any of the assets of the Trust and on such terms and conditions as the Trustees shall think fit.
- (f) To sell, demolish or otherwise dispose of any real or personal property vested in the Trust but only in furtherance of the Trust hereof.
- (g) To invest, subject to the terms of any trust or grant or any endowment or money held by or on behalf of the Trust, in any securities in which Trust funds may be invested by Trustees in accordance with the Trustee Act 1956 or any other statutory authority, or in such manner as the Trustees may approve and pending disbursement of any money held

by or on behalf of the Trust to deposit the same, subject as aforesaid, so as to yield interest in such manner as the Trust may approve.

- (h) To authorise by resolution any person or persons to sign cheques on behalf of the Trustees.
- (i) To enter into contracts of employment of service with any person, body or society, whether incorporated or not, and pay remuneration for services rendered as the Trustees may think fit.
- (j) To appoint managers, agents and attorneys in New Zealand or in any part of the world for all or any of the purposes of the Trust, and to remunerate such agents for their services by salary or commission or partly by one mode and partly by the other mode and to act as agents or managers or to accept the agency for any person, body or society whether incorporated or not on such terms as the Trust thinks fit.
- (k) To liaise with government departments and other relevant bodies on aspects relating to the care and display of taonga Māori.
- (l) To enter into any arrangement with any government or authorities, supreme municipal, local or otherwise, that may seem conducive to the Trust's objects or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Trust may think it desirable to obtain, and to carry out exercise and comply with any such arrangements rights, privileges and concessions.
- (m) To adopt such means of making known the activities and objects of the Trust as may seem expedient and in particular, but not so as to limit the generality thereof, by advertising in the press, by circulars and by publication whatsoever, and by contributions to the press, periodicals and books, and also by films and other means approved by the Trustees.
- (n) To print, publish, distribute and sell any books, articles, research monographs, pictures, photographs, maps, and any other works upon such terms and conditions agreed with the authors thereof as the Trustees may think fit, and to commission and make grants to authors at the discretion of the Trustees.
- (o) To make such charges for admission to property held by the Trust and to exhibitions, displays, lectures, films and other educational services arranged by the Trust as the Trustees may deem reasonable.
- (p) To acquire, hire, operate and maintain any means of transportation, whether of persons or of goods or both, that the Trustees may deem

necessary or desirable for the carrying out of the objects of the Trust or any of them, and to make such charges for the use thereof as the Trustees shall deem reasonable.

- (q) To do all such other things not being contrary to law as shall or may be necessary or desirable in the opinion of the Trustees for the carrying out and performance of the objects of the Trust.

9. Liability of Trustees

The Trustees shall be absolutely indemnified by, and out of, the Trust Fund in respect of any loss or liability sustained while acting in good faith in connection with all or any of the trusts hereof. The indemnity shall be in addition to, and not in limitation of, any other rights, indemnities or limitations of liability.

10. Administration

- (a) The Trustees may at any time, and from time to time, make rules for the administration of the Trust Fund as they see fit, and take any steps they consider requisite or desirable for the more simple and efficient management and administration of the Trust Fund, provided that such rules shall not be made if they in any way contravene the Charitable Purpose and objects of the Trust. Secretarial and financial servicing shall be provided until 31 December 1995 by the Museum of New Zealand Te Papa Tongarewa, and thereafter by such agency as is agreed between the agency and the Trustees, following consultation between the Trustees and the Ministers. Operating costs, including Trustees' travel and fees and publicity will be met from income from the interest accruing to the capital investment of the Trust Fund. The Trustees shall keep a bank account to be called Te Māori Manaaki Taonga Trust account.
- (b) The level of remuneration to be received by the Trustees shall be subject to the approval of the Ministers.

11. Delegation of Duties

The Trustees may by resolution delegate in specific terms any of their powers, duties, and functions to any committee of Trustees.

12.

Meetings And Quorum

- (a) Meetings of the Trustees shall be held at least once a year at such times and places as the Trustees from time to time determine.
- (b) The Chairperson may at any time call a special meeting of the Trustees.
- (c) It shall be the duty of the Chairperson to call a special meeting of the Trustees at any time when he is requested in writing to do so by any of the Trustees.
- (d) At any meeting of the Trustees, a majority of the trustees shall form a quorum.
- (e) Every question before the Trustees shall be determined by a majority of votes of the Trustees present at the meeting, provided that in the event of an equality of votes the Chairperson shall, in addition to his deliberative vote, also have a casting vote.
- (f) The Trustees and every committee appointed by the Trustees shall at all times cause proper minute books to be kept in which shall be entered minutes of the proceedings of the Trustees or committee, as the case may be, with proper details of the business transacted thereat.
- (g) The minutes of each meeting shall be read at the next succeeding meeting and shall be confirmed or amended as the case may require.
- (h) For the purpose of these Rules the contemporaneous linking together by telephone of a number of the Trustees being not less than the quorum, whether or not any one or more of the Trustees is out of New Zealand, shall be deemed to constitute a meeting of the Board, and all the provisions in these Rules as to meetings of the Trustees shall apply to such meetings by telephone so long as the following conditions are met:
 - i. All the Trustees for the time being entitled to receive notice of a meeting by telephone are to be linked by telephone for the purposes of such meeting. Notice of any such meeting may be given by telephone.
 - ii. Each of the Trustees taking part in the meeting by telephone must be able to hear each of the other Trustees taking part, both at the commencement of the meeting and throughout the meeting.

- iii. At the commencement of the meeting each Trustee must acknowledge his or her presence for the purpose of a meeting of the Board to all the other Trustees taking part.
 - iv. A Trustee may not leave the meeting by disconnecting his or her telephone unless he or she has previously obtained the express consent of the Chairperson of the meeting, and a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone unless he or she has- previously obtained the express consent of the Chairperson to leave the meeting as aforesaid.
 - v. A minute of the proceedings at such meeting by telephone shall be sufficient evidence of such proceedings of the observance of all necessary formalities if certified as a correct minute by the Chairperson of the meeting.
- (i) No Trustee shall take part in discussion of, or vote on, any matter in which he or she has an interest. Any such interest shall be declared to the other Trustees at the first opportunity.

13. Resolutions

A resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a duly constituted meeting of the Trustees. Any such resolution may consist of several documents in like form, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same resolution. If any Trustees are absent from New Zealand at the time when such a resolution is submitted to the Trustees for signature it shall be a sufficient compliance with this clause if all the Trustees then in New Zealand sign the resolution, provided that there are no less than two Trustee signatories.

14. Records

The Trustees shall cause to be kept all proper books of account and records of the money and investments for the time being representing the Trust Fund and any Trustee shall have the right at all reasonable times to inspect such books and records.

15.

Annual Reports

- (a) The Trustees shall arrange for the preparation of an annual report of the operations of the Trust to be given to the Ministers and a balance sheet and income and expenditure account showing all assets and liabilities and receipts and outgoings for the year ending 30 June in each year. Such accounts shall be audited annually by an auditor appointed by the Trustees who shall be a member of the New Zealand Society of Accountants, and the annual report and statement of all accounts shall thereupon be available for publication and for inspection by the public.
- (b) The Trustees shall ensure that the annual report and financial information prepared in accordance with sub-clause (a) above and presented to the Ministers, are then published through such available media channels as the Trustees in their discretion determine are appropriate having regard to the resources of the Trust and the desirability of the annual report and financial information being readily accessible to the public.

16.

Alteration of the Trust Deed

The Trustees may alter, add to or revoke this Deed by resolution provided however that no alteration, addition, or revocation may be made which would permit any part of the Trust Fund to be applied to purposes which are not consistent with the Charitable Purpose and objects for which the Trust was established and which would alter the exclusively charitable nature of the Trust, and provided further that not less than 28 days' notice advising of such a meeting and specifying the proposed alteration shall be given to all Trustees, and provided further that no alteration, addition or revocation shall be effected without the prior written approval of the Ministers.

17.

Winding Up

Notwithstanding any other provision in this Deed or in any rule of law the Trustees may resolve to wind up the Trust and, after satisfying any debts or liabilities of the Trust or liabilities arising from the resolution to wind up, the surplus assets are to be disposed of to institutions having exclusively charitable objects within New Zealand similar to those of the Trust in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957.

In **Witness Whereof** the undersigned have subscribed their names as Trustees and declare that they hold the Fund herein described upon and subject to the Trusts herein set out

Dated this 16th day of September 2015

Signed by **Piri John Sciascia**

as Trustee
in the presence of:



Witness' signature: 

Witness' name: **Christine Maree Reuhman**

Occupation: **Solicitor**
Wellington

Address:

Signed by **Arapata Hakiwai**

as Trustee
in the presence of:



Witness' signature: 

Witness' name:

Occupation: **Christine Maree Reuhman**
Solicitor

Address: **Wellington**

Signed by **Garry Nicholas**

as Trustee
in the presence of:



Witness' signature: 

Witness' name:

Occupation: **Christine Maree Reuhman**
Solicitor

Address: **Wellington**