

CERTIFICATE  
Duty and Fees)  
Dated  
635350 - 11.7.89

REGISTERED AT HARARE, ZIMBABWE

This 12 day of JULY

1989 No. ~~6923/89~~ MA01380/89

REGISTER OF DEEDS

Further changed  
to MA 3381/90.  
Date 27-12-90

Registered of Deeds

PROTOCOL NO: 116

NOTARIAL DEED OF DONATION AND TRUST

BE IT HEREBY MADE KNOWN:

THAT on this the 1st day of June 1989 before me:  
MARGARET LOUISE COYNE  
Legal Practitioner and Notary Public by lawful authority duly  
sworn, admitted and registered, residing and practising in  
Harare, Zimbabwe, and in the presence of the undersigned  
witnesses, personally came and appeared,

Firstly Andrea Elizabeth MERCIER

(hereinafter called the "Settlor"), and

Secondly Bridget Ann O'Connor in her capacity as a duly  
authorised representative of FAMBIDZANAI TRUST (Private) Limited  
(hereinafter called the "Corporate Trustee") and she being duly  
authorised thereto by a resolution of the Directors of the  
Corporate Trustee passed at a meeting held at Harare on the 17th  
day of April 1989 a certified copy of which resolution remains  
filed in my Protocol

AND THE APPEARERS DECLARED THAT:

WHEREAS the Settlor is desirous of creating and making  
settlement upon a Trust with the Public Charitable and  
Educational objects hereinafter set out and the Trustees are  
prepared to accept appointment of the Trust hereinafter more  
fully described

/NOW THEREFORE ...

NOW THEREFORE THESE PRESENTS WITNESS THAT:

1. INTERPRETATION

In this Deed (unless precluded by the context) the following expressions shall have the meanings given:

1.1 "The Trustee(s)" shall mean the Corporate Trustee or the Corporate Trustee plus a maximum of 6 other Trustees.

1.2 "Funds of the Institute" shall mean the assets and monies from whatsoever source which may be received by the Trustee(s) on behalf of the Trust.

2. APPOINTMENT OF TRUSTEES(S)

2.1 The Settlor hereby constitutes and appoints the Corporate Trustee as the Trustee for the purposes hereinafter set out.

2.2 The Corporate Trustee shall have the right by a written instrument to appoint additional Trustees provided that there shall at any one time be no more than 7 Trustees.

2.3 In the event of the Corporate Trustee ceasing to exist and there being no other Trustees a Trustee shall be appointed by the Chairperson of the Management/Co-ordination team of Fambidzanai Training Centre.

2.4 The office of Trustee shall be determined and be vacated if a Trustee shall be found to be a lunatic or of unsound mind or if the Trustee's estate shall be liquidated or sequestrated.

2.5 A Trustee may resign his office at any time upon giving 1 month's written notice to his fellow Trustees of his intention to resign.

2.6 Any Trustee who fails to attend 3 consecutive meetings of the Trustees of which meeting he shall have had at least 7 days prior notice, may be required by his fellow Trustees to resign in terms of Clause 2.5 hereof.

3. PROCEEDINGS OF THE TRUSTEE(S)

3.1 The Trustee(s) shall act upon a resolution either:

3.1.1 passed unanimously at a meeting of the Trustee(s) at which a quorum of one third of the total number of Trustees is present including the Corporate Trustee; failing unanimity the decision shall lie with the Corporate Trustee; however, every other Trustee who disagrees with the Corporate Trustee's decision may request his decision to be noted and shall be

/specifically ...

specifically indemnified by the Trust for any damage arising which relates to this decision

3.1.2 or: upon a resolution in writing signed by all the Trustees

3.2 The Trustee(s) shall keep minutes of all their proceedings and cause proper books of account to be kept.

3.3 In the event of any one or more of the Trustees being in doubt as to whether any particular act or series of acts which they contemplate is within the scope of this Institute, the Trustee(s) shall be entitled to take the opinion of counsel thereon and if they do so and abide by this advice the Trustee(s) shall not incur any personal liability by so acting.

#### 4. NAME OF THE TRUST

The Trust hereby established shall be known as the ZIMBABWE INSTITUTE OF PERMACULTURE (hereinafter called the "Institute")

#### 5. SETTLEMENT OF ASSETS ON THE INSTITUTE

The Settlor hereby donates to the Institute \$50 (fifty dollars)

#### 6. OBJECTS OF THE INSTITUTE

6.1 To be a Zimbabwean non-profit making non-trading non-governmental Trust of a Public character providing training, consultancy, other levels of service, and cultural exchanges

6.2 To promote the development of the system known as 'Permaculture' which is a permanent, self-sustaining system of agriculture, adaptable to both rural and urban situations, designed to produce an efficient, low maintenance, optimally productive integration of trees, plants, animals, natural features and man-made physical structures, and human activities, within specific environments, with the ultimate goal of ecological stability and diversity in a system designed for conservation of soil, water, energy and all other natural resources.

6.3 To devise and apply training programmes in Permaculture using the approach of Education with Production; to safeguard the quality of such programmes; to offer curricula and issue certificates and diplomas to trainees and graduates of such courses; to record and evaluate the progress of trainees and graduates

6.4 To instigate and follow up research, perform experimental work, carry out consultancies and extension work, and to

/disseminate ...

disseminate and exchange Permacultural systems and associated appropriate technologies, including provision of training by means of correspondence and seminars

6.5 To complement and co-operate with existing government or non-governmental organizations and institutions inside and outside Zimbabwe towards the promotion of Permaculture

## 7. POWERS

The Trustee(s) will have powers to do all things as may seem necessary or desirable to them in their sole discretion to give effect to the objects of the Institute and without prejudice to the generality of the foregoing shall have the power to apply the income and capital of the Institute's funds as follows; save that any income received by the Institute shall be reinvested in the furtherance of the objects of the Institute.

7.1 To make donations to Fambidzanai Training Centre Trading Trust or to any other organization or person

7.2 To retain the assets of the Institute in the form in which they shall be received for so long as they think proper

7.3 To sell or lease out assets of the Institute and convert the same into money and to invest and/or re-invest the same or part thereof in such manner and in such securities or property as they may in their absolute and sole discretion consider proper, and to vary such investments at any time

7.4 To appoint agents and employ persons for the purposes of the Institute and to provide for their remuneration therefrom

7.5 To institute, defend and conduct proceedings at law to allow time for payment of monies due to the Institute and to compromise claims brought by or against the Trustee(s)

7.6 To raise, collect and receive money by way of sponsorship, membership, contributions, donations, grants and any other lawful means, to administer the same, subject to the terms and conditions hereof and to pay expenditure necessarily incurred in pursuance of the objects of the Institute

7.7 To open and operate any bank or building society accounts

7.8 To sell or lease movable and/or immovable property including property belonging to or forming part of the Institute in any manner whatsoever as they may in their sole and absolute discretion think fit and to erect buildings on and/or effect improvements to any movable/immovable property acquired by or belonging to the Institute, and to receive or give transfer of all and any movable/immovable property bought or sold as aforesaid

7.9 To do all such things and to sign, execute and deliver all such deeds, documents and papers as may be necessary or incidental to the due administration and control of the Institute or the execution of this deed and to delegate to any person or persons the power to execute such documents on their behalf

7.10 To purchase, lease or otherwise acquire any movable or immovable property and buildings and to hold, develop, consolidate or divide the same or deal with it in any manner whatsoever including the mortgage, leasing or sale of the same

7.11 To erect or equip on any land such archives, libraries, classrooms, workshops, laboratories, accomodation and other structures useful or necessary for the conduct of the Permacultural and educational activities undertaken by the Institute

7.12 To form, promote, subsidise, subscribe to, assist or amalgamate with any corporation, company, trust, trust partnership or other body having the same general objects as the Institute and which in the opinion of the Trustee(s) will or may assist the Institute in the attainment of its objects

#### 8. ACCOUNTS

The Trustee(s) shall cause accurate accounts to be kept and shall further cause to be drawn yearly accounts showing in detail the transactions of the Institute, which accounts shall be audited annually

#### 9. PERSONAL LIABILITY

Every Trustee and officer of the Institute shall be and is hereby indemnified out of the assets of the Institute for any loss suffered by him/her as a result of the exercise or discharge of his/her powers or duties in pursuance of the objects of the Institute or for any act or omission relating thereto, unless it is conclusively proved that such loss is a direct result of his/her dishonesty or gross negligence

#### 10. AMENDMENT

This Trust Deed may be amended from time to time by a two-thirds majority vote of the Trustee(s) present at a meeting thereof at which not less than fourteen days written notice has been given indicating the nature of the proposed amendment provided that any such amendment shall be subject to the approval of the Corporate Trustee.

#### /11. TERMINATION ...

**11. TERMINATION**

The Trustee(s) may terminate the Institute by two successive resolutions of which notice is given, passed at an interval of not less than one month, and each being passed as though it were an amendment of the Trust Deed. Upon termination all monies and other assets of the Institute after payment of all liabilities and expenses will be paid to one or more bodies whose objects the Trustee(s) determine as being most nearly in line with the objects of the Institute and which body or bodies are approved of by the Minister of Finance

**12. ACCEPTANCE**

The Trustee gratefully accepts the donation on behalf of the Trust

THUS DONE AND EXECUTED at HARARE on the day, month and year first aforewritten in the presence of the undersigned witnesses and of me, the said Notary.

**AS WITNESSES**

1. *Sally Spencer*.....

2. *[Signature]*.....

*Americiel*  
.....

SETTLOR

1. *Sally Spencer*.....

2. *[Signature]*.....

*B O'Connor*  
.....

CORPORATE TRUSTEE

Before me,

QUOD ATTESTOR

*[Signature: Coyne]*  
.....  
NOTARY PUBLIC/  
LEGAL PRACTITIONER

