

**THIS DECLARATION OF CHARITABLE TRUST** is made the 2nd day of October, 2006 by

- (1) Jimmy Yap Ming Sing (NRIC X) of X
- (2) Saw Swee Ying Diana (NRIC X) of X
- (3) Lucy Allen Edmonds (Passport: X) of X

(the "**Original Trustees**")

**WHEREAS:**

- (A) The Original Trustees desire to constitute the charitable trust for purposes beneficial to the community on the terms set out hereinafter.
- (B) The sum of US\$100 has already been paid into the hands of the Original Trustees and it is expected that further sums of money, investments and property will be given to be held on the trust hereof.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1. Name of Trust**

The trust constituted by this Deed shall be known as the "**RIVERKIDS PROJECT**" (unless and until the Trustees by resolution choose or adopt some other name).

**2. Interpretation**

2.1 In this Deed the following expressions have the following meanings:

"*Area of Benefit*" means the Kingdom of Cambodia and any other country or state the Trustees may by resolution determine;

"*Chairman*" means the person appointed by the Trustees to preside at their meetings;

"*charitable purposes*" means purposes which are exclusively charitable under the laws of the Republic of Singapore;

"*Commission*" means the Commissioner for Charity under the Charities Act;

"*financial expert*" means an individual, company or firm who is a licensed person or an exempted person within the meaning of the Trustees Act, Securities & Futures Act, Financial Advisers Act or Banking Act;

"*fundamental change*" means any change which would not have been within the reasonable contemplation of a person making a donation to the Trust;

“*holding trustee*” means an individual or corporation responsible for holding the title to property of the Trust but not authorized to make any decisions relating to its use, investment or disposal;

“*Object*” means the charitable object of the Trust set out in Clause 3.1 of this Deed;

“*Policy Statement*” means a statement (as amended, restated or supplemented from time to time) provided by the Trustees to a person authorized to exercise any asset management function on behalf of the Trustees, such statement providing guidance as to how such function is to be exercised;

“*Trust*” means the charitable trust created by this Deed;

“*Trustees*” means the Original Trustees or other trustees or trustee for the time being of this Deed and “*Trustee*” means any one of the Trustees;

“*trust corporation*” means a corporation registered or exempt under the Trust Companies Act;

“*Trust Fund*” means and includes:

- (a) the sum of US\$100 referred to in the Recital (B);
- (b) any monies, investments or other property hereinafter paid or transferred by any person or persons to or so as to be under the control of and (in either case) accepted by the Trustee as additions to the Trust Property;
- (c) all accumulations (if any) of income held as an accretion to the capital of the Trust Property pursuant to the terms of this Trust; and
- (d) the monies, investments and property from time to time representing the said monies, investments, property, additions and accumulations.

“*written*” or “*in writing*” means a legible document on paper including a fax message.

2.2 References to an Act of Parliament are references to the Acts as amended or re-enacted from time to time and to any subsidiary legislation made under it.

2.3 The governing law of this Deed shall be the law of Singapore or of such other place as the Trustees may from time to time in writing declare and any such writing may, notwithstanding Clause 11 of this Deed, vary the provisions of this Deed in such manner as the Trustees are advised is appropriate to ensure the continuing effectiveness of the Trust constituted by this Deed under its new governing law.

### **3. Object**

- 3.1 The object of the Trust (the “**Object**”) is the relief of those at risk of becoming victims of child trafficking in the Area of Benefit by reason of youth, age, ill-health, disability, financial hardship or other disadvantage.
- 3.2 The Trustees shall use the income and the capital of the Trust for the promotion of the Object.

### **4. Powers**

- 4.1 The Trustees have the following powers, which may be exercised only in promoting the Object:
- (a) To promote or carry out research;
  - (b) To provide advice;
  - (c) To publish or distribute information;
  - (d) To co-operate with other bodies;
  - (e) To support, administer or set up other charities;
  - (f) To raise funds;
  - (g) To borrow money and give security for loans;
  - (h) To acquire or hire property of any kind;
  - (i) To let or dispose of property of any kind;
  - (j) To make grants or loans of money and to give guarantees;
  - (k) To set aside funds for special purposes or as reserves against future expenditure;
  - (l) To authorize any person to exercise the following functions as their agent:
    - (i) any function relating to carrying out a decision that the Trustees have taken;
    - (ii) any function relating to the investment of assets subject to the Trust (including, in the case of land held as an investment, managing the land and creating or disposing of an interest in the land) in accordance with Clause 4.2 of this Deed; and
    - (iii) any function relating to the raising of funds for the Trust otherwise than by means of profits of a trade which is an integral part of carrying out the Trust’s charitable purpose;

- (m) To employ paid or unpaid agents, staff or advisers;
- (n) To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the standard investment criteria set out in the Trustees Act);
- (o) To insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;
- (p) To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty (unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty);
- (q) To pay reasonable fees to any nominee or holding trustee;
- (r) To enter into contracts to provide services to or on behalf of other bodies;
- (s) To pay the costs of forming the Trust; and
- (t) To do anything else within the law, which promotes or helps to promote the Object.

4.2 The Trustees may delegate the management of investments to a financial expert only on terms that:

- (a) the Trustees have provided such financial expert with a Policy Statement;
- (b) the agreement under which such financial expert is to act includes a term to the effect that he will secure compliance with such Policy Statement;
- (c) the performance of the investments is reviewed regularly with the Trustees;
- (d) the Policy Statement and the delegation arrangement are reviewed at least once a year by the Trustees;
- (e) the Trustees are entitled to cancel the delegation arrangement at any time;
- (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- (g) such financial expert must not do anything outside the powers of the Trustees.

4.3 In addition to the powers conferred upon the Trustees in this Deed, the Trustees shall have all the powers conferred upon them by the Trustees Act (Cap. 337), as

amended. In the event of inconsistency between the provisions of this Deed and the Trustees Act, the provisions of this Deed shall prevail.

**5. Exclusion of Statutory Duty of Care**

The statutory duty of care set out in the Trustees Act (Cap. 337), as amended shall not apply to this Deed.

**6. Liability of Trustees**

The Trustees shall not be liable for any loss to the Trust Fund arising in consequence of the failure, depreciation or loss of any investment or investments or any mistake or omission or any other matter or thing except wilful fraud or gross neglect on the part of the Trustees and this Clause shall apply whether or not the Trustee had or should have had notice of the matter causing loss.

**7. The Trustees**

7.1 The Trustees have control of the Trust Fund.

7.2 There shall be at least three individuals Trustees at any one time.

7.3 A Trustee may resign by written notice to the remaining Trustees (such written notice specifying the effective date of his or her resignation), provided that at least two Trustees will remain in office after the effective date of such resignation.

7.4 New Trustees must be appointed by resolution of the existing Trustees (including any Trustee who has given written notice of his or her resignation in accordance with Clause 7.3 of this Deed where such resolution is made prior to the effective date of such Trustee's resignation).

7.5 Every Trustee must sign a declaration of willingness to act as a Trustee of the Trust before he or she is eligible to vote at any meeting of the Trustees.

7.6 A Trustee automatically ceases to be a Trustee if he or she:

- (a) is disqualified under any law at the time in force from acting as trustee for a charity;
- (b) is incapable, whether mentally or physically, of managing his or her own affairs; or
- (c) is removed by a resolution passed by all the other Trustees.

7.7 A former Trustee is entitled to an indemnity from the remaining Trustees at the expense of the Trust in respect of any liabilities properly incurred during his or her trusteeship.

7.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken by the Trustee.

## **8. Proceedings of Trustees**

8.1 The Trustees must hold at least two (2) meetings each year.

8.2 A quorum at a meeting is two (2) Trustees.

8.3 A meeting may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

8.4 The Chairman of the Trustees or if the Chairman is unable or unwilling to do so, some other Trustee chosen by the Trustees presides at each meeting.

8.5 Except where otherwise provided in this Deed, every issue may be determined by a simple majority of votes cast at a meeting of the Trustees but a resolution which is in writing and signed by all the Trustees shall be valid as a resolution passed at a meeting and for this purpose the resolution in writing may be contained in more than one document and will be treated as passed on the date of the last signature.

8.6 Except for the Chairman of the meeting who has a second or casting vote, every Trustee has one vote on each issue.

8.7 The Trustees have the following powers in the administration of the Trust:

- (a) to appoint a Chairman, Treasurer and other honorary officers;
- (b) to delegate any of their functions to committees consisting of two or more Trustees appointed by them and all proceedings of committees must be reported promptly to the Trustees;
- (c) to make rules consistent with this Deed to govern proceedings at their meetings and at meetings of committees;
- (d) to make regulations consistent with this Deed to govern the use and application of the Trust Fund including regulations about the operations of bank accounts and the commitment of funds.

## **9. Property & Funds**

- 9.1 Any Trustee who possesses specialist skills or knowledge, and any firm or company of which such a Trustee is a member or employee, may charge and be paid reasonable fees for work carried out for the Trust on the instructions of the other Trustees (but only if the procedure prescribed by Clause 9.3 of this Deed is followed in selecting the Trustee, firm or company and setting the amount of the fees and provided that this provision may not apply to more than one half of the Trustees in any one financial year).
- 9.2 No Trustee may receive from the Trust any payment of money or other material benefit (whether direct or indirect) except:
- (a) pursuant to Clauses 4.2 and 9.1 of this Deed;
  - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Trust;
  - (c) interest at reasonable rate on money lent to the Trust;
  - (d) an indemnity in respect of any liabilities incurred in or about the administration of the Trust (including the costs of a successful defence to criminal proceedings); and
  - (e) in exceptional cases, other payments or benefits (but only with the written approval of the other Trustees).
- 9.3 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or any committee, the Trustee concerned must:
- (a) declare an interest before discussion on the matter begins;
  - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - (c) not be counted in the quorum during that part of the meeting;
  - (d) withdraw during the vote and have no vote on the matter.
- 9.4 Funds which are not required for immediate use or which will be required for use at a future date must be placed on deposit or invested in accordance with Clause 4.1(l) of this Deed until needed.
- 9.5 Investments and other property of the Trust may be held:
- (a) in the names of all of the Trustees;
  - (b) in the name of a nominee (being a company registered or having an established place of business in the Republic of Singapore) under the control of the Trustee or of a financial expert acting on their instructions; and

- (c) in the name of the trust corporation as a holding trustee for the Trust which must be appointed (and may be removed) by deed executed by the Trustees.

## **10. Records & Accounts**

- 10.1 The Trustees must comply with the requirements of the Charities Act relating to the keeping of financial records, the audit or independent examination of the accounts and the preparation and transmission to the Commission of such records and accounts that may be required under the Charities Act.
- 10.2 The Trustees must maintain proper records of:
  - (a) all proceedings at meetings of the Trustees;
  - (b) all reports of committees; and
  - (c) all professional advice obtained.
- 10.3 Financial records, annual reports and statements of account relating to the Trust must be available for inspection by any Trustee.
- 10.4 A copy of the latest available statement of account must be supplied to any person who makes a written request and pays the Trustees' reasonable costs.

## **11. Amendments**

This Deed may be amended by supplemental deed signed by all the Trustees pursuant to a resolution passed by the simple majority of the Trustees but no amendment shall be effective if it would make a fundamental change to the Object or to this Clause or destroy the charitable status of the Trust. Each of the Trustees acknowledges and agrees that upon the passing of a resolution by the simple majority of the Trustees to amend this Deed, he/she shall execute the supplemental deed required by this Clause, notwithstanding their individual votes in respect of that resolution.

## **12. Amalgamation**

- 12.1 The Trustees may, at any time pursuant to a resolution passed by all the Trustees, transfer the assets and liabilities of the Trust to another charity established for exclusively charitable purposes within, the same as or similar the Object.
- 12.2 On a transfer under Clause 12.1 of the Deed, the Trustees must ensure that all necessary steps are taken as to:
  - (a) the transfer of land and other property;
  - (b) the novation of contracts of employment and the transfer of any pension rights; and

(c) the trusteeship of any property held for special purposes.

**13. Dissolution**

13.1 The Trustees may at any time decide by resolution passed by all the Trustees that the Trust is to be dissolved. The Trustees will then be responsible for the orderly winding-up of the Trust's affairs.

13.2 After making provision for all outstanding liabilities of the Trust, the Trustees must apply the remaining property and funds in one or more of the following ways:

(a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Object;

(b) directly for the Object or charitable purposes within or similar to the Object; or

(c) in such manner consistent with charitable status.

13.3 A final report and statement of account relating to the Trust must be sent to the Commission.

**IN WITNESS WHEREOF** this Deed has been executed as a deed and is intended to be and is hereby delivered on the date first above written.

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DELIVERED as a Deed )  
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in the presence of: )  
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