

NOTARIAL DEED OF TRUST

KNOW ALL MEN WHOM IT MAY CONCERN:

that on this the..... day of, in the year of Our Lord two thousand and twenty..... (2021), before me:

[name Notary Public]

Notary Public by lawful authority, duly sworn and admitted and residing and practising in Namibia personally came and appeared

[Name]

[born.....]

[ID No.....]

Representing Southern African Development Community Parliamentary Forum and its Successors (‘SADC PF’)

And

[name]

[born

[ID No

Representing the Parliament of the Republic of Namibia

(hereinafter collectively referred to as “the **Founders**”)

And

[name]

[born]

ID No

of No, Namibia

And

[name]

[born]

ID No

[born]

ID No

(hereinafter referred to as “the First Trustees”

AND THE APPEARERS OR PARTIES DECLARED THAT

WHEREAS:-

- A. the **Founders** are desirous of creating a Trust for the acquisition of funding, sponsorships, donations and assets which may be used by the Trust for the direct benefit of the Beneficiary and the indirect benefit of society at large within countries situated in the SADC region;
- B. the **First Donor** hereby donate to the Trust a sum of _____ for the Trust;
- C. the Founders hereby declare to appoint as trustees for the purpose of the administration of the said Trust

[names

- D. the trustees hereby accept the said appointment as trustees of the Trust upon the terms and conditions set out in this Deed; and
- E. the trustees hereby accept in trust from the **First Donor** a donation of the said sum of _____

**AND THE SAID APPEARERS OR PARTIES DECLARED THAT:
WHEREAS,**

- (a) The Founders wish to establish a Trust to be known as the Southern African Development Community Parliamentary Forum and Its Successors Trust for the purpose of carrying out the objectives hereinafter set out;
- (b) The **First Donor has** agreed to donate certain funds to the Trust subject to the conditions set out hereunder;
- (c) The Trustees have agreed to, and by act of their signatures hereunder do hereby, accept their appointment as Trustees subject to the said conditions;

NOW THEREFORE THESE **PRESENTS WITNESSETH THAT:-**

1. NAME

The name of the Trust shall be **THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY PARLIAMENTARY FORUM AND ITS SUCCESSORS.**

(hereinafter referred to as “the Trust”)

2. LEGAL STATUS

The Trust shall be a legal *persona* with corporate status, and as such the Trust shall: -

- **have perpetual succession;**
- **own property in its own name; and**
- **sue or be sued in its own name.**

3. REGISTRATION

The trustees may, if they deem it necessary or appropriate to do so, register the Trust and this Deed and the Trust Fund with such authority or authorities or in such a place(s) as the trustees may deem expedient or as may be required by law, from time to time.

4. DEFINITIONS

The following expressions used in this Trust Deed shall have the meanings hereinafter respectively assigned to them unless the context otherwise requires;

4.1 "Annual General Meeting" means the mandatory yearly meeting to be attended by the Trustees in order to discuss the affairs of the Trust.

4.2 “Auditor” means the professional independent accountant who is recognised by the auditors’ professional body or similar body to perform the audit functions from time to time;

- 4.3 "Beneficiary"** means the beneficiary of the Trust, being the SADC – Parliamentary Forum and its Successors;
- 4.4 "Board"** means the decision-making body of the Trust comprised of the Trustees, as established in this Trust Deed.
- 4.5 "Chairperson"** means the Trustee elected in terms of this Trust Deed to preside over meetings of the Board;
- 4.6 "Committee"** means Board Committees established in terms of this Trust Deed;
- 4.7 "Constitution"** means the Constitution of the SADC-Parliamentary Forum;
- 4.8 "Discretionary trust"** means a type of trust where the entitlements of the beneficiary are not fixed in the Trust Deed;
- 4.9 "Donations"** means such donations given by the Donors of the Trust, for the benefit of the SADC Parliamentary Forum and its successors;
- 4.10 "Donors"** means any donors who have provided **donations** to the Trust;
- 4.11 "Executive Committee"** means the Executive Committee of the SADC Parliamentary Forum and its Successors, being an organ of the SADC Parliamentary Forum established in terms of Article 10(1)(b) of the Constitution;
- 4.12 "Financial Officer"** means the Trustee elected in terms of this Trust Deed to be responsible for the finances of the Trust;
- 4.13 "First Donation"** means N\$ [AMOUNT IN NUMBERS] ([AMOUNT IN WORDS] Namibia Dollars) donated by the First Donor;
- 4.14 "First Donor"** means the Parliament of the Republic of Namibia.
- 4.15 "First Trustees"** means the initial Trustees appointed in terms of this Trust Deed immediately following the establishment of the Trust;
- 4.16 "Founders"** means the SADC Parliamentary Forum and its Successors and the First Donor, as co-founders of this Trust;

- 4.17 "Meeting"** means any gathering of the Trustees;
- 4.18 "Parliament of the Republic of Namibia"** means an organ of the State of the Republic of Namibia within its place of principal business at Erf 578, Love Street, Windhoek;
- 4.19 "Plenary Assembly"** means the Plenary Assembly of the SADC – Parliamentary Forum, being an organ of the SADC Parliamentary Forum established in terms of Article 10(1)(a) of the Forum’s Constitution;
- 4.20 "SADC"** means the Southern African Development Community;
- 4.21 "SADC Parliamentary Forum"** means the Southern African Development Community Parliamentary Forum, as identified under the heading “*Parties to this Agreement*”, represented by the SADC Parliamentary Forum’s Secretariat (as established in terms of Article (10)(1)(g) of the Constitution), acting under the guidance and recommendation of the Executive Committee in terms of the further provisions of the Constitution;
- 4.22 "Trust"** means the trust established under this Trust Deed;
- 4.23 "Trust Deed "** means this document;
- 4.24 "Trustees"** means any persons appointed as Trustees of this Trust in terms of this Trust Deed, including the First Trustees; and
- 4.25 "Trust Property"** means the settlement amount and property referred to in this Trust Deed donated and transferred by the Founders to the Trustees for the purposes of the settlement of the Trust;
- 4.25.1** all property, investments or **donations** at any time or times hereafter ceded or transferred to and accepted by the Trustees by way of addition or accretion to the property referred to under 4.25 above; and
- 4.25.2** all income generated or acquired by the Trust from the property, investments or donations referred to above.

5. INTERPRETATION

In this Trust Deed;

- i.** expressions in the singular also denote the plural, and *vice versa*;
- ii.** words and phrases denoting natural persons refer also to juristic persons, and *vice versa*;
- iii.** pronouns of any gender include the corresponding pronouns of the other genders;
- iv.** a statute or statutory provision includes a reference to the statute and all regulations made thereunder, as amended from time to time;
- v.** a person includes a reference to any natural person, firm, body corporate, unincorporated association or partnership, joint venture, trust and unincorporated association, the state or local government or regulatory department, body, instrumentality, agency, minister or the authority;
- vi.** a reference to a person includes a reference to that person's legal personal representatives, executors, administrators, successors and substitutes;
- vii.** time is a reference to Namibian time as per the *Namibian Time Act, 2017*, and the following construction shall apply to time matters;
- viii.** if a period of time is specified and the period dates from a given day or the day of an act or event, it is to be calculated exclusive of that day and if a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of that day;
- ix.** a reference to a "year" means a period of 12 (twelve) consecutive months;
- x.** a reference to a "day" is a reference to any day;
- xi.** clause headings appear in this Trust Deed for reference purposes only and shall not be employed in the construction of the subject matter;

- xii.** where any term is defined within the context of any particular clause in this Trust Deed, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause only, shall bear the same meaning as ascribed to it throughout this Trust Deed, notwithstanding that that term has not been defined in clause 1.1.
- xiii.** substantive provisions contained in a definitions clause shall be interpreted to create or result in substantive obligations;
- xiv.** where a word or phrase is specifically defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- xv.** This Trust Deed shall be construed in accordance with the laws of Namibia.

6. ESTABLISHMENT OF THE TRUST

- 6.1 The Trust's principal place of business shall be at Erf 578, Love Street, Windhoek or such other place, as the Trustees may from time to time determine.
- 6.1.2. The Founders and the Trustees hereby agree to establish a trust (the "Trust", as defined), the First Donor donating to the Trustees, for this purpose, the First Donation to constitute the first Trust Property.
- 6.1.3 It is recorded that the founding of the Trust shall be effective only upon the establishment of the Trust being approved by the Plenary Assembly of the SADC Parliamentary Forum in accordance with Article 10(2) of the Constitution.
- 6.1.4 It is recorded that following the founding of the Trust in terms of this Trust Deed, the First Donor hereby irrevocably commits the First Donation to the Trust immediately on registration of this Trust.

6.1.5 The Trust Property shall be received and be held by the Trustees in trust and shall be administered by them for the duration of the existence of the Trust and for the purposes and objects, and upon and subject to the terms and conditions set out in this Trust Deed.

7. THE OBJECTS

The objects for which the Trust is established are:

- 7.1 hold and administer, for the benefit of the Beneficiary, the First Donation and any other donations received from **donors** participating in or sponsoring any activities of the Beneficiaries;
- 7.2 to fund such projects, programs or initiatives, in consultation with the objectives of the SADC-Parliamentary Forum, as set out in the Southern African Development Community Parliamentary Forum Constitution;
- 7.3 to fund such projects, programs or initiatives which align the objectives of the SADC-Parliamentary Forum, in consultation with the Executive Committee and in relation to which objective a specific donation was received and advanced by a **donor**;
- 7.4 to conform with the best governance and fiduciary practices to administer the Trust, in consultation with the Executive Committee and the Trustees; and
- 7.5 to keep and maintain separate banking accounts in respect of different projects, programs or initiatives if deemed necessary;
- 7.6 to embark on any and all other lawful activities as may, in the Trustees' final discretion, be necessary in the interest of the Trust and broadly be consistent with the purpose and specific objects of the Trust as set out hereinbefore; and

7.7 to support, subject to the final discretion of the Trustees and the financial means of the Trust, any events or activities of any particular persons or association of persons which, in the discretion of the Trustees, have the same or similar purpose or objects as the Trust.

8. BENEFICIARY

The Trust is to directly or indirectly benefit the Beneficiaries in the final discretion of the Trustees.

9. BOARD OF TRUSTEES COMPOSITION

9.1.1 The Trust shall be managed by a Board of Trustees who are hereby appointed as such in terms of this Trust Deed with effect from the date of signing this Trust Deed document (hereinafter referred to as “the Board of Trustees”);

9.1.2 The Executive Committee shall nominate Trustees to be appointed by the Founders, except for one Trustee which the First Donor shall be entitled to nominate;

9.1.3 The Trust shall have not less than 3 (three) and not more than 12 (twelve) Trustees;

9.1.4 The Board of Trustees shall at all times be equally representative of Anglophone; Francophone and Lusophone Trustees;

9.1.5 The Board shall elect a Chairperson, Vice Chairperson, Secretary, Vice Secretary and **financial officer** at their first meeting.

9.1.6 The Board shall ensure that it comprises of relevant skills mix such as legal, finance, asset management and any other skill which the Board deems relevant;

- 9.1.7** The Board of Trustees shall meet at least thrice every twelve months;
- 9.1.8** The Board shall be the supreme governing body of the organization responsible particularly for advising and guiding the management in implementation of policy and or adoption;
- 9.1.9** The first Trustees shall hold office for a period of four (4) years from the date of appointment except for the Chairperson who shall be voted for every 2 years;
- 9.1.10** A Trustee whose term of office expires shall be eligible for re-election, subject to clauses 10.1 and 10.2;
- 9.1.11** The Board Members of the Trust at the meeting at which a Trustee's term of office has expired, shall fill the vacated office by electing a person thereto in consultation with the Executive Committee subject to the written approval of the Founders; and in default the Trustee whose term of office has **expired** shall, if offering himself for re-election, be deemed to have been re-elected unless at the meeting it is resolved not to fill such vacated office or unless a Resolution for the re-election of such Trustees shall have been put to the meeting and lost;
- 9.1.12** Any one of the First trustees shall *ipso facto* vacate the office if:-
- 9.1.12.1** he/she is declared insolvent or compounds with his creditors; or
- 9.1.12.2** he/she is convicted anywhere of theft, fraud, forgery or uttering a forged document or perjury and is sentenced thereof; or
- 9.1.12.3** he/she resigns his office by notice in writing to the other trustee(s); or
- 9.1.12.4** an order is made under any Act disqualifying him/her from acting as a trustee; or
- 9.1.12.5** at a special meeting called for that purpose, the trustees pass a resolution requiring the trustee to vacate his office; or

- 9.1.12.6** he/she has acted or conducted himself or herself in a manner materially inconsistent with the objects of the Trust; or has failed to attend 3 (three) consecutive meetings **without leave absence**; or
- 9.1.12.7** he/she has failed to uphold his or her fiduciary duties towards the Trust, or has failed to act in the best interest of the Trust.
- 9.1.13** In circumstances wherein, the removal of Trustees is initiated by other Trustees or the Founder, the Founders or Trustees responsible for such removal shall;
- 9.1.13.1** notify such trustee(s) to be removed of the reasons and material facts on the basis of which his or her proposed removal is sought; and
- 9.1.13.2** provide such Trustee(s) with an opportunity to make representations in relation to the subject matter.
- 9.1.14** the Founders shall have the final discretion to remove such Trustee(s).
- 9.1.15** In the event of any of the trustee(s) vacating his/her office as set out above, or on the death of any of the trustee whilst holding office as trustee, in that event, the surviving trustee(s) shall have the right to pass a resolution at a special meeting called for that purpose appointing another trustee to take the place of the trustee who has vacated the office;
- 9.1.16** The appointment of Trustees by other Trustees shall at all times be approved by the Founders.

10. APPOINTMENT AND REMOVAL OF TRUSTEES OTHER THAN FIRST TRUSTEES

- 10.1 Pursuant to the appointment of the First Trustees under Article 9, the Executive Committee shall nominate Trustees to be appointed by the SADC Parliamentary Forum, bearing in mind the principle of rotation.

10.2 The trustee shall hold office for a two-year period at which point they need to seek re-appointment or until;-

- i. death; or
- ii. resignation; or
- iii. they cease to be members of the SADC Parliamentary Forum or directly associated with the SADC Parliamentary Forum which appointed them, or
- iv. the SADC Parliamentary Forum which appointed them replaces them with a different representative.

10.3 Any one of the trustees shall *ipso facto* vacate the office if:-

- i. he/she is declared insolvent or compounds with his creditors; or
- ii. he/she is convicted anywhere of theft, fraud, forgery or uttering a forged document or perjury and is sentenced thereof; or
- iii. he/she resigns his office by notice in writing to the other trustee(s); or
- iv. an order is made under any Act disqualifying him/her from acting as a trustee; or
- v. at a special meeting called for that purpose, the trustees pass a resolution requiring the trustee to vacate his office; or
- vi. he/she has acted or conducted himself or herself in a manner materially inconsistent with the objects of the Trust; or
- vii. has failed to attend 3 (three) consecutive meetings; or
- viii. has failed to uphold his or her fiduciary duties towards the Trust, or has failed to act in the best interest of the Trust.

10.4 In circumstances wherein, the removal of Trustees is initiated by other Trustees or the Founders, the Founders shall;-

- i. notify such trustees to be removed of the reasons and material facts on the basis of which his or her proposed removal is sought; and

- ii. provide such Trustee with an opportunity to make representations in relation to the subject matter;
- 10.5 The Founders shall have the final discretion to remove such Trustees stipulated in 10.3 above
- 10.6 In the event of any of the trustee(s) vacating his/her office as set out above, or on the death of any of the trustee whilst holding office as trustee, in that event, the surviving trustee(s) shall have the right to pass a resolution at a special meeting called for that purpose appointing another trustee to take the place of the trustee who has vacated the office;
- 10.7 The appointment of Trustees by other Trustees in whatever circumstances shall at all times be approved by the SADC Parliamentary Forum.

11. POWERS AND DUTIES OF THE BOARD OF TRUSTEES

- 11.1 The Management of the affairs of the Trust shall vest in the Board of Trustees which shall have the following powers, duties and obligations, that is to say:-
- 11.1.1 to invest the funds of the Trust and/or deal with the property of the Trust as the Board of Trustees shall deem conducive to the attainment of the aims and objectives of the Trust;
 - 11.1.2 to purchase, hire, exchange, accept as donation or otherwise acquire, sell, let, exchange, mortgage, pledge, donate or otherwise dispose of movable and immovable property of all kinds or any rights and interests therein, or other assets of any kind;
 - 11.1.3 to borrow money, guarantee or secure the acts of and payments due by others, to lend money against security, and to make grants in aid of activities approved by the Trust;

- 11.1.4 to borrow money by way of overdraft or loan, for the purposes of the Trust, with or without security for such advances;
- 11.1.5 to arrange, negotiate or set up pension and/or medical aid schemes;
- 11.1.6 to initiate projects, programs, activities and to establish whatever framework as may be appropriate, consistent with the aim and objects of the Trust;
- 11.1.7 to deal with property and funds of the Trust, and to that end, to enter into all or other such other acts as may be necessary or expedient from time to time;
- 11.1.8 to institute, conduct, defend, compound or abandon any legal proceedings by or against the Trust or its officers or otherwise concerning the affairs of the Trust and to compound and allow time for payment or satisfaction of any debts due to or by the Trust and of any claims or demands by or against the Trust
- 11.1.9 to open, operate upon and close current and/or savings accounts and to deposit monies for fixed periods with any bank, building society, Post Office, or financial institution and generally to invest the funds, and other assets of the Trust and vary such investments in such a manner as it may in its entire discretion deem fit;
- 11.1.10 to collect and receive dividends, rentals, donations, subscriptions fees, interest and other income accruing to the Trust, to secure the payment of money and to grant and issue valid receipts and acquaintances;
- 11.1.11 to employ agents, professionals and/or experts in any sphere when deemed necessary or advisable in the interest of the Trust and fix remuneration for the same;
- 11.1.12 to take out, maintain, relinquish and cede any policies or insurance;
- 11.1.13 to delegate and/or grant powers of attorney in the interest of the Trust;
- 11.1.14 to fix and pay traveling allowances and other costs and charges to any person or body in furtherance of the objects of the Trust;

- 11.1.15 to approve remuneration for staff and review salaries for staff of the Trust and to set out conditions of services for staff from time to time;
- 11.1.16 to formulate, make, amend or alter rules and regulations governing the relationship between the Trust and other parties;
- 11.1.17 to reformulate, make, amend or alter rules and regulations of procedure of the Board of Trustees with the approval of the Executive Committee
- 11.1.18 to formulate with the approval of the Trust rules of procedure governing the convening and the holding of meetings of the Trust;
- 11.1.19 to formulate with the approval of the Trust rules governing the qualifications of members of the Board of Trustees and other office bearers; and
- 11.1.20 to do all such things as are from time to time delegated to it by the Trust.

12. RESPONSIBILITIES OF THE BOARD OF TRUSTEES

It shall be responsibility of the Board of Trustees members: -

- 12.1 to attend regular meetings of the Board of Trustees and/or Trust and to keep themselves informed of the activities of the Trust;
- 12.2 to protect the interest of the Trust whatsoever and disclose any financial and-material interest(s) which he/she may have in any transaction, contract or otherwise which the Trust may be involved in and such trustee's member shall be disqualified from voting in a matter in which he has an interest;
- 12.3 to receive reports from members of the Trust and/or other sub-committees and to deal with them accordingly; and,
- 12.4 to be responsible to the Trust in the exercise of their duties and shall render reports to the Trust on all decisions taken by the Board of Trustees and/or the exercise of its powers.

13. REMUNERATION OF TRUSTEES

A Trustee, whether appointed or co-opted from time to time, shall not be entitled to any remuneration whatsoever in connection with or arising from his or her performance of duties as such Trustee.

14. PROCEEDINGS OF THE TRUSTEES

14.1 The trustees shall hold an Annual General Meeting to be held within 6 months of the end of the Trust Financial Year and at least two (2) additional meetings shall be held from time to time every year.

14.2 The trustees shall, at their Annual General Meeting elect from among their number, a chairperson where necessary, a secretary, and a treasurer, who shall perform the functions normally ascribed to such positions, as well as other functions ascribed to them from time to time by resolution of the trustees.

14.3 If, at any meeting of the trustees where a Vice-Chairperson has not been appointed, the Chairperson is absent, the trustees present shall appoint one of their number to act as chairperson for the duration of that meeting.

14.4 Except in cases of emergency, at least seven (7) days' notice in writing of the time, date and place of the meeting shall be sent to each trustee, and the relevant notice shall state the nature of the business to be transacted.

14.5 Should any trustee fail to attend three consecutive meetings of which due notice shall have been given to him without due and sufficient cause or without the permission of his co-trustees, the remaining trustees may pass a resolution declaring that he be deemed to have resigned his office and they may then proceed to elect another trustee in his place with the approval of the relevant Founder.

- 14.6** Voting on all resolutions considered by the trustees shall be decided by the vote of the majority of the trustees present at a meeting. In the event of a tie, the chairperson shall have a casting vote.
- 14.7** Meetings of the trustees will be held at a convenient venue or online, as they deem appropriate in the circumstances.(Trust must have a specified venue-SG to engage the lawyers)
- 14.8** The quorum for a meeting of the trustees shall be at least half the trustees then holding office.
- 14.9** A round robin resolution shall be valid and effective as a resolution of the trustees passed at a duly constituted meeting of the trustees, provided that it has been reduced to writing, assented to and signed by all the trustees and provided that the provisions of this clause shall not apply in the case where a special meeting is prescribed therein. These decisions must be minuted at the next trustees' meeting and a copy placed in the minute book.
- 14.10** The trustees shall have the power to:-
- 14.11** appoint a committee from their number and co-opt other persons to serve in such a committee;
- 14.12** determine the powers and functions of any such committee and discharge any such committee, which, in the opinion of the trustees, has fulfilled its purposes; and draw up and enforce regulations governing the use and occupation of any property owned by the Trust or any portion thereof or any room or building erected thereon in terms of the objectives of the Trust, and to revoke, add to or amend such regulations.

15. EXEMPTION FROM THE PROVISIONS OF THE TRUST MONIES PROTECTION ACT, 1934 (ACT NO. 34 OF 1934)

Neither the Trustee(s) entitled appointed, nor any additional Trustee(s) appointed or co-opted from time to time, shall be required to furnish security to the Master of the High Court in terms of the Trust Monies Protection Act, 1934 (Act No. 34 of 1934), or any other legislation which may now be or which may hereafter become of force or effect, the intent and purpose being that no person at any time serving as a Trustee shall be required to give security in connection with or arising from his or her appointment.

16. MINUTES AND ACCOUNTS

- 16.1 Proper minutes of all meetings of the trustees and records of all the Trust's transactions shall be kept in a minute book and the secretary shall send copies of such minutes promptly to all trustees.
- 16.2 The trustees shall be required to frame or cause to be framed a proper accounting of their administration of the Trust at such date as the trustees may find it convenient to adopt at the end of the Trust's financial year.

17. PERSONAL LIABILITIES

- 17.1 A trustee shall not incur any personal liability by reason of any loss or damage sustained in or about or in consequence of failure, depreciation on or loss of any investment made or asset retained, or investment or asset administered or realized by them in good faith; and/or
- 17.2 any mistake or omissions made in good faith; and/or the exercise (whether negligently or otherwise) by them in good faith of any of the powers or

discretion vested in them under this Deed except wilful and individual fraud or wrong doing on the part of that trustee who is sought to be held liable.

18. AMENDMENTS

18.1 The trustees may, at any meeting of the trustees unanimously agree to vary the Trust created by these presents for the better attainment of the objectives of the Trust or for more efficient or beneficial administration or conduct of the Trust or its operations, provided that:

18.1.1 each amendment shall be by way of a Notarial Deed of Amendment;

18.1.2 no such amendment or variation shall directly or indirectly or consequently derogate from or conflict with the letter or spirit of objectives of the Trust;

18.1.3 in any amendment or variation, the Trust shall remain an institution of public character; and

18.1.4 the Appearers to this Deed or their duly authorized successors, for as long as they all shall live, shall give their prior approval of all proposed amendments to the provisions of this Deed.

19. CONTINUATION OF TRUST

The Trust shall continue in perpetuity until terminated in terms of this Trust Deed.

20. TERMINATION

20.1 The Trust may be terminated under one of the following circumstances and subject to the following terms and conditions;

- 20.1.1 by written agreement between the Founders (whereby the SADC – Parliamentary Forum shall, in this case, be required to obtain the written approval of the Plenary Assembly prior to entering into such written agreement) and the Trustees;
- 20.1.2 by unanimous resolution of all the Trustees in office taken at a Meeting which notice shall specify the termination of the Trust as the principal point on the agenda, after the approval of the SADC Parliamentary Forum Plenary Assembly, subject to the following further provisions:
- 20.1.2.1 If proper notice of a Meeting for the dissolution of the Trust has been given and no quorum of all Trustees can be attained, there shall be an adjournment of that Meeting for at least 30 (thirty) days to the same weekday, time and venue.
- 20.1.2.2 After notice of adjournment of the Meeting has been given to all the Trustees, the Trustees actually present at the adjourned Meeting shall constitute a quorum for the decision to terminate the Trust, which decision requires a unanimous resolution of the Trustees then present at such adjourned Meeting.
- 20.1.2.3 When resolving to terminate the Trust, the Trustees shall be obliged to ensure that all debts and liabilities of the Trust shall be paid.

21. VARIATION

This Trust Deed constitutes the full and complete consensus between the Founders and the Trustees in relation to its subject matter. No variation or amendment of this Trust Deed shall be of any force or effect unless done in agreement between the Founders and Trustees and by way of a Notarial Deed amendment.

22. SEVERABILITY AND UNENFORCEABILITY

If any provisions of this Trust Deed are found or held to be invalid or unenforceable, the validity of all the remaining provisions of this Trust Deed will not be affected thereby, but the Founders and the Trustees agree to meet and review the matter, and if any valid and enforceable means is reasonably available to achieve the same object of the invalid provision, to adopt such means by way of variation of this Trust Deed.

23. WAIVER

No leniency or indulgence granted by any party to this Trust Deed to the other parties shall operate or be construed to constitute a waiver of such party's rights in terms of this Trust Deed, and each party shall be entitled to require the other parties to strictly comply with all the terms and conditions of this Trust Deed.

24. CESSION OR DELEGATION

No party to the Trust Deed shall cede, delegate or transfer or purport to cede, delegate or transfer any of its rights or obligations under this Agreement, save with the prior written consent of the other parties.

25. GOVERNING LAW AND DISPUTE RESOLUTION

25.1 This Agreement shall in all respects (including in relation to its existence, validity, interpretation, implementation, cancellation and enforcement) be governed by and construed in accordance with the laws of the Republic of Namibia.

25.2 In the event of any dispute which cannot be resolved amicably, arising out of or in connection with this Trust Deed and its interpretation, including any dispute between, the Founders, the SADC –Parliamentary Forum or the First Donor and the Trustees, the Founders and the Trustees, the Trustees and the Beneficiary, or the Trustees amongst each other, such dispute shall be referred to the Permanent Court of Arbitration (PCA) in Hague Netherlands and PCA’s decision shall be final.

25.3 No party to this Trust Deed shall be precluded from applying for or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending a decision of the arbitrator.

26. ACCEPTANCE

The trustees hereby accept the said appointment as trustees of the Trust upon the terms and conditions set out in this Deed.

27. CONTINUITY OF THE TRUST

The Trust shall continue in perpetuity until terminated in terms of this Trust Deed.

THUS DONE and SIGNED on the day.....month..... and year..... first aforementioned in my presence and the presence of the subscribing witnesses.

.....

(Founder)

.....

(Founder)

[all Founders to be listed and sign]

(Trustee)

.....

[all Trustees to be listed and sign]

Before me

.....

NOTARY PUBLIC

[insert Notary Public Seal]