



2024 Trust Deed for the Pacific Society for Reproductive Health

Secretariat of the PSRH

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1. Name of Trust

The name of the Trust shall be the “PACIFIC SOCIETY FOR REPRODUCTIVE HEALTH TRUST”. The name of the Trust may be changed by a resolution of the Trust Board after consulting members, provided that the Registrar of Incorporated Societies approves the name change.

2. Secretariat

The Secretariat or office of the Trust shall be at an address that the Trust Board shall from time to time determine. The Trust must be registered as a legal entity in the country of the Secretariat.

3. Interpretations and Definitions

3.1 Definitions

In this deed, unless the context otherwise requires:

‘Chairperson’ means the Chairman of the Trust Board elected in accordance with this deed.

‘Charitable Purposes’ means every purpose which in accordance with the law of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose beneficial to the community and shall include any trust established solely and exclusively for charitable purposes.

‘Company’ includes a corporation or other body corporate and a body of persons (whether incorporated or not).

‘Office Bearer’ means a person holding the position of President, Vice-President, Treasurer, Secretary, or the individual appointed pursuant to clause 13.2.2.

‘Person’ and words importing a person, or persons include a company, firm, organisation or trust and any state government or governmental agency.

‘Property’ means any real or personal property of any kind or nature and includes any right or interest therein.

‘Register’ means the register of financial members of the Trust kept by the Chief Executive Officer/Honorary Secretary pursuant to these rules. Member refers to Financial Members

‘Society’ means the Pacific Society for Reproductive Health.

‘Trust’ means the trust created by this deed.

‘Trust Board’ means the individuals from time to time appointed pursuant to clause 13.2.1.

‘Trust Fund’ means the sum of ten dollars referred to in the introduction of this deed and

any further property which may in the future be acquired or held by the Trustees for the purposes of the Trust and includes the income received from such property.

'Trustees' means the trustee or trustees for the time being of the Trust, whether original, additional or substitute.

3.2 Interpretation

- 3.2.1 Except as otherwise expressly provided by this deed the powers or discretions as to the administration of the Trust or as to the distribution of the income or capital of the Trust fund vested in the Trustees by any clause shall not in any way be limited or restricted by the interpretation of any other clause.
- 3.2.2 Unless the context otherwise requires:
- a) Words importing the singular include the plural and vice versa.
 - b) Words importing one gender include the other genders.
 - c) Words denoting natural persons include companies.
 - d) Reference to a statute shall be deemed to be references to that statute as from time to time amended or re-enacted or substituted.
- 3.2.3 Headings have been inserted for guidance only and shall not be deemed to form part of this deed.
- 3.2.4 The deed shall be interpreted as always speaking, the present tense always being applied to circumstances as they arise.

4. Aims and Objectives

The aims and objectives of the Trust shall be:

- 4.1 To carry out any purpose that is charitable under New Zealand law that the Trustees may from time to time select in relation to the improvement of health services in the areas of reproductive health and neonatal health of Pacific Islanders.
- 4.2 To advocate and promote better reproductive health care standards and outcomes for Pacific women, children, and families.

- 4.3 To work together providing mutual assistance, including sharing of information and any other activities with other health professional organisations and groups in New Zealand and overseas having similar objectives to the Trust in the field of reproductive and neonatal health.
- 4.4 In furtherance of the above aims and objectives, to develop and promote continuing professional development of Pacific health professionals working with Pacific communities in the field of reproductive and neonatal health in New Zealand and the Pacific Islands.
- 4.5 In furtherance of the above aims and objectives, to provide a forum for discussion of matters of common interest to health professionals and members in the field of reproductive and neonatal health.
- 4.6 In furtherance of the above aims and objectives, to advance health professional education in Pacific communities.
- 4.7 To hold or sponsor meetings, workshops, lectures, symposia or conferences, within or outside of Pacific Island Countries and Territories, New Zealand and Australia, to promote understanding of reproductive health and related subjects and professional relations among members of the PSRH.
- 4.8 As incidental aims to the above, to carry out these aims and objectives in the Pacific Islands. The Trustees shall have discretion as to the portion of the Trust Fund to be used for this purpose provided it does not affect the charitable status of the Trust. All Trust Funds used for this purpose shall be applied from separately identifiable funds, accounts or sub-accounts specified for those charitable purposes outside New Zealand.
- 4.9 To carry out any other act in furtherance of the general aims and objectives of the Trust.

5. Structure of the Trust

The Trust will be governed by a Board of Trustees appointed in the manner set out in Clause 13 hereof.

6. Membership

6.1 Membership

Membership of the Trust shall be open to:

- 6.1.1. Medical practitioners with a special interest in reproductive and/or neonatal health
- 6.1.2. Midwives and nurses.
- 6.1.3. Family planning workers.
- 6.1.4. Others with a special interest in reproductive and neonatal health who are not medical practitioners, midwives, nurses or family planning workers, in respect of whom the Trust Board deems membership appropriate; and
- 6.1.5. Any professional organisation or group with special interests in the field of reproductive and neonatal health. A single nominee will represent the group or organisation.

6.2 Admission to Membership

- 6.2.1 Any person seeking to become a member of the Trust shall apply in writing in such form as the Trust Board from time to time prescribes. The application must be accompanied by such evidence of the person's qualification(s) or eligibility as the Trust Board may require.
- 6.2.2 An applicant accepted to be a member of the Trust shall pay any subscription applicable at the date of membership.
- 6.2.3 Acceptance into membership of the Trust shall be at the discretion of the Trust Board.
- 6.2.4 Admission to membership shall be for a period of one year and shall be subject to annual renewal and payment of any applicable subscription by March 1st.

7. Termination Of Membership

7.1 Membership may be terminated if the member:

- 7.1.1 Delivers to the Secretariat a written notice of resignation as a member of the trust.
- 7.1.2 Dies.
- 7.1.3 Is no longer eligible for membership.
- 7.1.4 Is found by the Trust Board to have acted in a manner that is detrimental to the interests of the Trust
- 7.1.5 Fails to pay the annual subscription within 30 days after a demand has been made for payment.

7.2 The termination process

- 7.2.1 A member can complain to the Trust Board alleging that another member has acted in a way that is detrimental to the interests of the Trust. Such complaints must be made in writing and addressed to the Secretary of the Trust.
- 7.2.2 Upon receipt of a complaint the Trust Board shall convene a meeting to consider the complaint and shall give notice in writing to the member of the intention of the Trust Board to do so and advise them of the time, date and place of the meeting.
- 7.2.3 At the meeting held to consider the matter, the member shall be given an opportunity to be heard, and the Trust Board shall give due consideration to any written or oral submissions made by the member.
- 7.2.4 After hearing the member complained against, the Trust Board will decide whether to terminate membership.
- 7.2.5 Notification of the decision to terminate membership shall be made in writing and reasons provided and must be given promptly to the member.
- 7.2.6 A decision of the Trust Board to terminate membership can be appealed and will be heard at the next Biennial General Meeting (“BGM”) or a Special General Meeting called for this purpose. An appeal must be made in writing and lodged within one (1) month of the decision to terminate membership.

8. Register Of Members

The Trust shall keep a register of its members. The register shall contain the names and addresses of the members and the date at which they became a member. The name of any person ceasing to be a member of the Trust shall be removed from the Register.

9. Subscriptions

- 9.1 Members of the Trust shall pay yearly subscriptions. Only those who have paid subscriptions for two consecutive years, including payment for the year in which the subject BGM takes place are eligible to vote at the BGM. Such members shall be known as ‘financial members.’
- 9.2 Pacific Island-based members may pay their subscriptions at the BGM (if unable to pay electronically prior to the conference).
- 9.3 The amount and method of payment of any subscription for the two following years shall be decided at the BGMs of the Trust. Only current financial members at the time of the BGM will be eligible to vote

10. Powers And Discretions of Trustees

10.1 General and Specific Powers.

In addition to the powers implied by general law of New Zealand or contained in the Trustee Act 1956, the powers which the Trust Board may exercise to carry out the Trust's objects are as follows:

- 10.1.1 **Control:** The business and affairs of the Trust shall be controlled, managed and administered by the Trustees in such manner as the Trustees may decide.
- 10.1.2 **Powers:** To achieve the objects of the Trust, the Trustees shall have in the management and administration of the Trust and investment of the Trust Fund, all the rights, powers and privileges of a natural person.
- 10.1.3 **Exercise of Discretion:** Except as otherwise expressly provided by this deed, the Trustees may exercise all powers and discretions vested in the Trustees by this deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide.
- 10.1.4 **Investment Discretion:** In exercising its powers of investment the Trustees may acquire any property or retain or deal with any property which from time to time comprises the whole or part of the Trust fund in the exercise of any of the powers and discretions vested in the Trustees by law or by this deed. The duties set out in sections 13B (duty of trustee to invest prudently) and 13C (duties of certain persons to exercise special skills) of the Trustee Act 1956 shall not apply to Trustees, this clause being a "contrary intention" in the terms of section 13D of that Act.
- 10.1.5 To acquire, commence or carry on any business of any description or any interest either alone or in partnership with others and for any period the Trustees think fit and to employ and use any part of the Trust fund for those purposes.
- 10.1.6 To have absolute power and discretion in the management and control of any such business or partnership.
- 10.1.7 To cause or concur in the winding up of the affairs of any partnership or other business, or the withdrawal of the Trustees from any partnership or business upon whatever terms and in whatever manner the Trustees think fit.
- 10.1.8 To wind up any partnership or other business to pay, compound, or submit to arbitration any accounts, debts, or other sums due to or from the business, upon any evidence whether legally admissible or not which the Trustees think satisfactory.

- 10.1.9 To sell on credit and give time for payment of any sums due to the business and to the Trust Fund as the Trustees think fit, and generally to do all acts it considers necessary or expedient to wind up the business in the manner deemed by the Trustees to be the most beneficial to the Trust Fund.
- 10.1.10 To use the funds of the Trust as the Board thinks fit for the payment of expenses and costs of the Trust's work, including payment of employee wages and professional fees.
- 10.1.11 To borrow or raise money for the business of the Trust.
- 10.1.12 To build, lease, purchase or rent any building or premises for the use of the Trust. The Board may also dispose of such buildings or premises.
- 10.1.13 To purchase or acquire any other property to be used for the work of the Trust.
- 10.1.14 To invest any funds that are not required for the immediate use of the Trust in any securities that are authorised by law for the investment of trust funds.
- 10.1.15 To enter, seal or execute all deeds, documents, instruments, agreements and writings on behalf of the Trust.
- 10.1.16 To apply the income of the Trust towards fulfilling the objects of the Trust.
- 10.1.17 To employ and dismiss employees, contractors and paid advisers of the Trust and to carry out any other matters relating to the employment or dismissal of such employees, contractors or advisers.
- 10.1.18 To institute or initiate any legal proceedings relating to the affairs of the Trust.
- 10.1.19 To do anything that they are specifically authorised to do under the Trust Deed; and
- 10.1.20 To do all the things that may be necessary or desirable to give effect to the charitable purposes of the Trust.

11. Application Of Trust Fund

11.1 Conditions A

The Trustees may in any year:

- 11.1.1 use or apply, or decide not to use or apply, all or any of the income, assets and profits of the Trust Fund for all or any of the purposes of the Trust.
- 11.1.2 use or apply any capital of the Trust Fund for all or any of the purposes of the Trust without first using or applying all or any of the income of the Trust Fund for that year.
- 11.1.3 set aside reserves or accumulations for future use or application.

11.2 Conditions B

The Trust must not pay fees directly or indirectly to any of the members of the Trust Board, other than as permitted under this Deed.

11.3 Conditions C

The Trust may make payments to the Trustees only if the payments have been specifically approved by resolution of the Board.

12. Biennial General Meeting

12.1 The Trust shall hold BGMs of members. The Trust Board shall determine the date, time and place of the meetings.

12.2 At least twenty-eight (28) days' notice must be given to each of the Trust's members of a meeting of members, unless shorter notice is permitted by statute.

12.3 A notice of a meeting of members must:

- (a) set out the place, date and time for the meeting and
- (b) state the general nature of the meeting's business; and
- (c) if a special resolution is to be proposed at the meeting - set out an intention to propose the special resolution and state the resolution; and
- (d) if a member is entitled to appoint a proxy - contain a statement
 - (i) that the member has a right to appoint a proxy; and
 - (ii) that the proxy must be a member of the Trust.

12.4 The business of the BGM shall be:

- (a) To confirm the minutes of the previous BGM.
- (b) To receive and consider a report from the President on matters of importance to the Trust.
- (c) To receive the audited financial statements, as determined by the Trust Board, for the preceding two years.
- (d) To elect the Board who will be Trustees of the Trust.
- (e) To determine the annual subscription for the ensuing two years.
- (f) To elect an auditor, if necessary.
- (g) To consider any proposed alteration to the Trust Deed; and
- (h) Consider and decide any other matters that may properly be brought before the meeting.

12.5 Quorum

No meeting shall take place unless there is a minimum of twenty percent of the financial members, or their proxy votes present. With regards to the Biennial General Meeting (BGM), the Board will have the power to conduct the BGM at an appropriate time during the week of Biennial Scientific Meeting (BSM). This will ensure a quorum and allow the pacific island country teams to update membership subscriptions and confirm their nominations once together at the BSM.

12.6 Method of Voting

- 12.6.1 Only Financial Members may vote. A resolution put to the vote in the meeting is decided on a show of hands unless a ballot is (before or on the declaration of the result of the show of hands) demanded. If a ballot is not duly demanded, a declaration by the Chair that on a show of hands a resolution has been carried or carried unanimously or by a particular majority or lost and an entry to that effect is made in the book containing the minutes of the general meeting of members is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 12.6.2 Every member present in person has one vote on a show of hands and every member present in person or by proxy has one vote on a ballot.
- 12.6.3 Unless otherwise stated, motions shall be decided by a majority of votes. If there is an equality of votes, whether on a show of hands or on a ballot, the Chair has a casting vote in addition to the Chair's deliberative vote.

- 12.6.4. Any financial member wishing to vote at the BGM, but unable to attend, will need to notify/contact the HOS within five (5) days of the scheduled BGM to lodge their request to record a proxy vote. In this email communication they will provide the name of another financial member to vote on their behalf. The authorised financial member must acknowledge their role as the proxy vote more than 24 hours before the BGM.

12.7 Chairing

- 12.7.1 All general meetings shall be chaired by the President; or
- 12.7.2 if the President is absent or unable or unwilling to act, a Vice-President elected by the Members present; or
- 12.7.3 if the Vice-Presidents are absent or unable or unwilling to act, a Board Member elected by the Members present.
- 12.7.4 Subject to this Constitution, the Chair's ruling on all matters relating to the order of business and the procedure and conduct of a general meeting (including any poll or ballot) is final and no motion of dissent from a ruling of the Chair may be moved.

12.8 Conduct of a Ballot

- 12.8.1 A ballot may not be taken on the election of a Chair or on a question of adjournment.
- 12.8.2 A ballot may be demanded by -
- (a) the Chair; or
 - (b) any five financial members present in person or by proxy entitled to vote.
- 12.8.3 The demand for a ballot does not prevent the continuance of a meeting for the transaction of business other than the question on which the ballot is demanded.
- 12.8.4 If a ballot is duly demanded, it must be taken in the manner and at such time as the Chair directs. The result of the ballot is the resolution of the meeting on the question concerned.

12.9 Postal Ballot

- 12.9.1 In respect of any business which may be validly considered at a general meeting (including a BGM) pursuant to this Constitution, the Trust Board may (in lieu of a Meeting) conduct a Postal Ballot of Members (in this Constitution referred to as a "Postal Ballot").

- 12.9.2 At least thirty days prior to the closing date of a Postal Ballot, the Trust Board shall send to all members entitled to vote ballot papers, giving particulars of the business in relation to which the Postal Ballot is conducted, an explanation of the method of voting and a voting form (all in a form and with such content as the Trust Board may approve) and shall give all members notice of the closing date of the Postal Ballot.
- 12.9.3 The Trust Board shall receive all voting forms received from members in respect of a Postal Ballot and shall promptly determine the result of the Postal Ballot. Any voting form received at the office after 1700 hours on the closing date of a Postal Ballot shall be deemed to be invalid and not be counted.
- 12.9.4 In the event of an equal number of votes in respect of any business for which a Postal Ballot is conducted, the President shall have a second or casting vote.
- 12.9.5 In all other respects, subject to this Deed, the Trust Board shall determine any other procedures or matters in relation to the conduct of any Postal Ballot and shall have power to make Regulations for that purpose.
- 12.9.6 In the event of any dispute by any member in relation to the validity or conduct of any Postal Ballot, such member shall within 30 days of the closing date of such Postal Ballot, give notice in writing to the Trust Board stating the grounds of his or her complaint. The Trust Board may thereupon either itself investigate the complaint or may appoint a committee for that purpose. After hearing the complaint, the Trust Board shall determine the matter, and its decision thereon shall be final.
- 12.9.7 A Postal Ballot, and all documents relating to it, may be sent and/or received by email or other electronic means.

13. The Trust Board

13.1 Members of the Trust Board

The initial Trustees and Board Members are the signatories to this deed, who shall hold office until the conclusion of the BGM at which this deed is adopted as the new constitution of the Trust. Subsequent Trustees will be Board Members elected by financial members during the Trust's BGMs and shall hold office for two years.

13.2 The Officers

13.2.1 Trust Board:

The Trust Board shall consist of the following nine (9) people:

- a) The President
- b) Two (2) Vice Presidents, one of whom shall be a registered medical practitioner and one of whom shall be a registered midwife/nurse
- c) The immediate Past President

- d) Treasurer
- e) Secretary
- f) Two (2) general members
- g) External representative – it is advised that the Board have a representative of the Royal Australian and New Zealand College of Obstetricians and Gynaecologists (RANZCOG) nominated by RANZCOG

13.2.2 Those members holding office pursuant to 13.2.1.a – d inclusive, shall be the Officers of the Trust and shall take office at the conclusion of the BGM at which they were voted into office.

13.2.3 In the event that the Office of President is not occupied, the Board shall elect a President from one of the two Vice-Presidents.

13.3 Number of Trustees

The number of Trustees shall be not less than seven or more than nine, but a body corporate may act as a sole trustee.

13.4 Election of Trustees

- 13.4.1. The President shall be elected by members of the Board the day prior to the BGM. The election of the President is from one of the two Vice-Presidents.
- 13.4.2. The Immediate Past President and the RANZCOG Representative do not require election by the Members.
- 13.4.3. The members will vote for the remaining (6) six (Officers of the Trust/Board Members). Vice President Medical, Vice President Midwifery, and (4) Officers of the Trust.
- 13.4.4. Each nomination must be endorsed by (2) two Members and countersigned by the nominee indicating their agreement to abide by the Trust Deed if they become a Board Member.
- 13.4.5. Every candidate shall confirm his/her candidature by countersigning the nomination, which must be received by the Secretariat no later than 0800 hrs of the day before the BGM
- 13.4.6. If the number of nominations does not exceed the number of vacancies, the candidate or candidates so nominated under clauses 13.2.1a – d and 13.2.1f shall be declared elected at the BGM.

- 13.4.7. If more than one nomination is received for any of the office bearer positions under clauses 13.2.1a, c or d, a postal ballot or ballots of individuals entitled to vote shall be held. If more than two nominations are received for either the positions of Vice-President or general member, a postal ballot or ballots of individuals entitled to vote shall be held.
- 13.4.8. Once elected, the Board will determine which Trustees will occupy the positions referred to in clause 13.2.1 b (two vice presidents), d (treasurer) and e (secretary).

13.5. Tenure

- 13.5.1. No Trustee shall hold more than one (1) Office Bearer position.
- 13.5.2. If at any time before the BGM a vacancy reduces the number of trustees below the requisite number, the vacancy shall be filled as soon as is practicable by the Trustees who shall appoint a Member of the Trust to that position. This Member shall hold office until the next BGM, with the appointment being advised to the Membership as soon as is practicable following appointment.
- 13.5.3. Any Trustee appointed pursuant to clause 13.5.2 shall not be eligible for nomination and/or election to the position of President at the first BGM following their appointment but may nominate for and be eligible for election to any other position on the Trust Board.
- 13.5.4. The Trustees shall hold office as a member of the Trust Board for two (2) years from the date of the BGM at which they are declared elected/appointed.
- 13.5.5. Trustees are entitled to stand for re-election so long as they remain a financial member of the Society, but they shall not hold office as member of the Trust Board for more than three (3) consecutive terms (i.e. 6 years), unless as provided for in 13.5.6. Notwithstanding the foregoing, the Trustee appointed pursuant to clause 13.2.1e shall be permitted to stand for re-election so long as they remain a financial member of the Society, and they may hold office for more than three consecutive terms.
- 13.5.6. A Trustee may occupy the role of President or Vice-President for two (2) consecutive terms (i.e. 4 years), regardless of the length of time served as a Board Member pursuant to clause 13.5.5 prior to their appointment as President/Vice-President.
- 13.5.7. Trustees will be eligible for re-election after a stand down period of two years or at the next BGM, whichever is earlier.

- 13.5.8. The period of Office of a Board Member appointed pursuant to clause 13.2.1 shall not count toward the maximum period(s) allowable under this clause 13.5.

13.6 Cessation of Office

13.6.1 A Trustee shall cease to be a Trustee if that Trustee:

- a) resigns as a Trustee by giving notice in writing to the Trust.
- b) becomes of unsound mind, becomes a person in respect of whose affairs an order under the *Protection of Personal and Property Rights Act 1988* is made, or otherwise becomes unfit or unable to act as a Trustee.
- c) becomes bankrupt
- d) dies
- e) is convicted of a criminal offence which in the opinion of many of the Trustees makes his or her position undesirable and a majority of the Trustees passes a resolution to this effect.
- f) fails to attend, participate in, or be present at, at least half of the Trustee meetings each year.
- g) (Trustee's) membership of the Trust Board is terminated by the Board. The Board may pass a resolution to this effect if it believes that it is in the best interests of the Trust. The principles of natural justice shall be followed by the Board in making this decision.
- h) (Trustee's) term ends.

13.6.2 A Trustee who ceases to hold office in accordance with the provisions of this clause shall cease to be a Trustee of the Trust in all respects except as to the acts and deeds (if any) necessary for the proper vesting of the Trust Fund in the continuing or new Trustees, which acts and deeds shall be done and executed at the expense of the Trust Fund.

13.7 Administrative Officer

The Board shall appoint an Administrative Officer of the Trust, and the Board shall have the power to set the terms and conditions of that appointment.

13.8 Time in Office

13.8.1 The Board shall appoint a Head of Secretariat. Their term will be a minimum of 4 years (2 terms). The Terms and Conditions of the appointment will be determined by the Board. Every year at the BGM the time in office shall be reviewed

13.8.2 The Board shall appoint the Treasurer. Their term will be a minimum of 6 years (3 terms). The Terms and Conditions of the appointment will be determined by the Board. Every year at the BGM the time in office shall be reviewed.

14. Proceedings of Meetings of Trustees

14.1. Provisions for Meetings of the Trustees

14.1.1 The Trustees shall hold virtual meetings to conduct the Trust's business at such intervals as the Trustees may decide but not less frequently than three times each year.

14.1.2 The President shall chair each meeting of the Trust Board and in the absence of the President, a Vice President elected by those Board members present shall be the chair.

14.1.3 If both the President and both the Vice Presidents are absent, then the Trustees present during the meeting shall choose one of their number to chair the meeting.

14.1.4 Any matter requiring a decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees present and voting on the matter.

14.1.5 A written resolution signed or approved by electronic mail by 50% of all of the Trustees or members of the Trust Board entitled to vote (other than any Trustee on leave of absence), as the case may be, is taken to be a decision of the Trustees passed at a meeting of the Trustees or Trust Board duly convened and held.

The written resolution may consist of:

14.1.5.1. several documents in like form, each signed by one or more

Trustee or member of the Trust Board, as the case may be and, if so signed, takes effect on the last date on which a Trustee or member signs one of the documents: or

- 14.1.5.2. the printed record of several electronic mail messages each indicating the identity of the sender, the text of the resolution and the sender's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect on the date on which the last Trustee or member sends such a message.
- 14.1.6. Any Trustee may at any time give notice convening a meeting of the Trustees. The notice shall be advised to each Trustee at least 14 days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be discussed.
- 14.1.7 The quorum for a meeting of the Trust Board shall be the President or a Vice President and two other members of the Trust Board.
- 14.1.8 The contemporaneous linking together of the Trustees by email, telephone or other electronic means of communication ("telephone") shall constitute a meeting of the Trustees and the provisions of this clause as to meetings of the Trustees shall apply to such meetings provided the following conditions are met.
 - 14.1.8.1 Each of the Trustees taking part in the meeting must be able to receive emails or hear each of the other Trustees taking part during the whole of the meeting.
 - 14.1.8.2 At the commencement of the meeting each Trustee must acknowledge by email or phone that Trustee's presence for the purpose of the meeting.
 - 14.1.8.3 A Trustee may not withdraw from the meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so.
 - 14.1.8.4 A Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of the meeting at all times during the meeting by telephone or email unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.

14.2 Minutes

Minutes of the proceedings of all meetings of the Trust or Trustees shall be recorded and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. All minutes purporting to be so signed shall be prima facie evidence of the matter recorded.

14.3. Defects in appointment or qualification

All acts done in good faith by a meeting of the Trustees or Trust Board or of a committee of the Trust Board will be valid and effective notwithstanding that it is afterwards discovered that there was some defect in the appointment of that person or that the person was disqualified from acting for any reason.

15. Special General Meetings

- 15.1 Special General Meetings of the Trust can be called by the Board at any time at its own instigation, or upon request by at least 20% of the financial members of the Trust who are entitled to vote at general meetings.
- 15.2 The Board may call a Special General Meeting to address matters requiring the attention of the Trustees, or matters anticipated by the rules.
- 15.3 Before the meeting takes place, the Secretary shall notify the financial members of the Trust twenty-eight days before the date of the meeting. The notice shall contain details about the purpose of the meeting.
- 15.4 The Special General Meetings shall be conducted in the same way as the BGMs of the Trust.

16. Delegation of Powers

- 16.1 The Trustees may delegate to any person or committee, whether or not a Trustee or Trustees, such of the powers of the Trustees as the Trustees may decide and may stipulate restrictions or rules by, or within which, such powers are to be exercised any may revoke any such delegation, wholly or partly, at any time.
- 16.2 Any person or committee acting under delegated power shall act in accordance with the terms of this deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- 16.3 Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct their affairs in such manner as they may decide.

17. Bank Accounts

The Treasurer shall keep proper accounts or accounts at such banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed by such person or persons (including at least one Trustee) as the Trustees may decide.

18. Accounts and Audits

- 18.1. The Board shall keep proper books of account in which the full, true and complete accounts of all the transactions of the Trust are kept. The Treasurer shall prepare and submit a statement of income and expenditure of the Trust for the previous Financial Year to a meeting of the Trust Board in the first year on the balance date decided upon by the Trust Board and to the BGM the following year.
- 18.2. The Board may cause the accounts of the Trust for each financial year to be audited or reviewed by a qualified accountant appointed by the Board for that purpose.

19. Liability and Indemnity of Trustees

- 19.1 No liability of Trustees with exceptions. No Trustees or former Trustees shall be liable for any loss suffered by the Trust fund not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act when such commission or omission is known by that Trustee to be a breach of trust. No Trustee shall be bound to take any proceedings against co-Trustees or former Trustees for any breach or alleged breach of trust committed by a co-Trustee or former Trustee.
- 19.2 Indemnity of Trustees. Each Trustee or former Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which that Trustee may incur in any way arising out of or in connection with that Trustee acting or purporting to act as a trustee of the Trust, provided such liability is not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act when such commission or omission is known by that Trustee to be a breach of trust.

20. Conflict of Interest

- 20.1 Any Trustee or member may be appointed as the Administrative Officer, or employee of the Trust notwithstanding that he or she is also a Trustee or member but shall not be permitted to vote on the resolution related to their appointment as Administrative Officer.
- 20.2 Any Trustee or member who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of his or her interests to the other Trustees, and shall not take any part whatever in any deliberations of the Trustees concerning any matter in which he or she is or may be interested other than as a Trustee of the Trust.

- 20.3 Any Trustee may act as a director, officer or employee of, or consultant to, any company the shares, securities or other rights of which comprise part of the Trust Fund or as a director, officer or employee of, or consultant to, any subsidiary or associated company of any such company.

21. No Private Pecuniary Profit for Any Individual, And Exceptions

No private pecuniary profit: No private pecuniary profit may be made by any person from the Trust, except that:

- 21.1 Any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust provided the Trust has given prior approval or has subsequently approved payment.
- 21.2 The Trust may pay reasonable remuneration to any officer or servant of the Trust in return for services actually rendered to the Trust. Any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended, and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust. Such payment must be commercially reasonable and made subsequent to the submission of appropriate invoices.
- 21.3 Any Trustee may retain any reasonable payment properly payable to that Trustee in respect of any property or undertaking to which clause 20 applies, provided that Trustee has disclosed that Trustee's interests as required by that clause.
- 21.4 Any Trustee may retain any reasonable remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that the Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.
- 21.5 The reasonableness of any payment or remuneration shall be based on what would be paid in an arm's length transaction.

22. Allocation of Receipts

- 22.1 Allocation of payments between capital and income: If any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital, and how much as income, of the Trust Fund. Such a decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any money in accordance with any decision made by the Trustees under this clause.
- 22.2 No appointment: There shall be no appointment as between capital and income of the Trust Fund or rents, interest, dividends, or other periodic payments for the period current to the date of commencement of the Trust or for any other period current at the date upon which any interest created under the terms of this deed commences or determines.

23. Common Seal

The Trust shall have a common seal. The common seal shall be kept by the Chief Executive Officer/Secretary and shall be used as directed by the Trust Board. The common seal shall be affixed to any deed or document authorised by a resolution of the Board in the presence of and accompanied by the signature of two members of Board.

24. Contracts

Contracts on behalf of the Trust may be made as follows:

- 24.1 If a contract between two private people is required by law to be made by deed, then the Trust may make such a contract in writing under the common seal of the Trust and attested as provided under clause 23.
- 24.2 The Trust can make a contract in writing and signed by a person acting on the authority of the Trust if such a contract is required by law to be made in writing and signed by the parties if it is made between two private people.
- 24.3 The Trust or any person acting under its authority may make a contract verbally if the contract can be made verbally between two private people and still be legally valid. However, any contract made by the Trust cannot be made by any person on behalf of the Trust unless it has been authorised in a resolution passed by the Trust Board at a properly constituted meeting.

25. Winding up of Trust

- 25.1 If at any time the Trust decides that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust the Trustees may, by a resolution of members, decide to wind up the Trust and after payment of all its debts and liabilities, vest the assets of the Trust in such one or more trusts the objects of which are within New Zealand and are wholly or principally charitable, and which are not established for the private pecuniary benefit of any individual.
- 25.2 If the Trust is incorporated under the *Charitable Trusts Act 1957*, after payment of all its debts and liabilities, the Trustees may by resolution give or transfer any remaining property or assets of the Trust to Trustees carrying out charitable purposes within New Zealand or otherwise as directed by the provisions of the *Charitable Trusts Act*.

26. Alteration of the Terms of this Deed

- 26.1 The members may amend, revoke, or vary the provisions of this deed by a resolution passed by a two-thirds majority of those financial members present at a BGM of the Trust.
- 26.2 A notice of a meeting where a resolution is to be proposed to amend, revoke or vary the provisions of the trust deed must be sent to all members, setting out the proposed addition, alteration or rescission and the reasons for the proposed addition, alteration or rescission.
- 26.3 No addition or alteration or rescission of the rules shall be approved if:
- a. it detrimentally affects the charitable character of the Trust; and
 - b. it affects the personal benefit clause; and
 - c. it has not been approved by the person holding office as Trustee pursuant to clause 13.2.1.e of this deed.

27. Bylaws of the Trust

- 27.1. The Trust may form committees, workshops, networks or/and special interest groups to further the work of the Trust
- a. The Terms of Reference (TOR) for each committee, network and special interest groups shall be approved by the Trust Board from time to time.
 - b. Chairs/Leaders of each committee, workshop, network or/and special group shall be appointed by the majority of the Board at the recommendation of the Chief Executive Officer.
 - c. Chairs/Leaders of each committee, workshop, network or/and special group shall report to the Administrative Officer and President of the Trust as stipulated in each group's TOR.

- 27.2. The Trust, through the Secretariat, may recruit volunteers to assist with the delivery of its objectives.
- 27.3. The Trust may encourage the formation of national branches in the different Island member states.
 - a. The branches shall be registered as Incorporated Societies or Charities with the local registration authorities
 - b. Each branch shall have office holders elected by the local members of the Society. The branch shall have an executive committee composed of a Chair, Secretary, Treasurer and one to three general members.
 - c. The national branches shall be known as “PSRH [country name]”
 - d. The constitution of the national branches shall be similar if not the same as that of the PSRH in both intention and spirit.

28. Endorsement and Execution

The 2017 Trust Deed of the Pacific Society for Reproductive Health Trust, incorporating updates to improve governance processes, was reviewed and endorsed by the PSRH Membership during the 15th Biennial General Meeting, held on March 22, 2024, at the Holiday Inn Auckland Airport Hotel.

EXECUTED BY THE 2024-2026 PSRH BOARD OF TRUSTEES

1. Dr Ulai Tapa Fidow, President
2. RM Litiana Tatukivei, Vice President – Midwifery
3. Dr Amanda Noovao Hill, Vice President – Medical, Head of Secretariat
4. Professor Deborah Bateson, Treasurer
5. Dr Falahola Fuka, Secretary
6. Dr Karaponi Okesene-Gafa, Immediate Past President
7. Dr Rebecca Mitchell, RANZCOG Representative
8. Dr Nanise Sikiti, Trustee
9. Dr Nancy Hamura, Trustee

29. Reference

- 29.1. 2017 PSRH Trust Deed
- 29.2. PSRH Biennial General Meeting Minutes, 22/03/2024