



AFRICAN LIGHT SOURCE FOUNDATION

TRUST DEED

Letter of Authority

issued by the

Masters Office of the South African High Court

1 June 2018

Contents

PREAMBLE.....	2
1. DEFINITIONS AND INTERPRETATIONS.....	3
2. ESTABLISHMENT OF THE TRUST	3
3. NAME OF TRUST.....	3
4. MAIN OBJECTIVE OF THE TRUST.....	3
5. INCOME AND PROPERTY OF THE TRUST.....	4
6. TAXATION OF THE TRUST.....	4
7. TRUST FUND	4
8. TRUSTEES' POWERS	5
9. THE BOARD OF TRUSTEES	6
10. SECURITY.....	8
11. PROCEDURE AT BOARD MEETINGS	8
12. ANNUAL GENERAL MEETINGS.....	9
13. NOTICES.....	10
14. BANK ACCOUNT.....	10
15. SIGNATURES	10
16. FINANCIAL YEAR END.....	10
17. ANNUAL NARRATIVE AND FINANCIAL REPORTS.....	10
18. AMENDMENTS, NAME CHANGE AND DISSOLUTION	10
19. INDEMNITY.....	11
SCHEDULE A: REQUIREMENTS FOR APPROVAL AS PUBLIC BENEFIT ORGANISATIONS	12



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PREAMBLE

The African Light Source Steering Committee (AfLS SC), was established in November 2015 as a voluntary, non-profit organisation to support and facilitate the development and growth of light source based science in Africa, thereby contributing to excellence in science, innovation, social and industrial development, and leading ultimately to a world class light source facility on the African soil.

The AfLS SC has developed a Roadmap to guide the progression towards its ultimate goal as expressed above. The Roadmap initially concentrates on capacity building in terms of human resources, local laboratory support infrastructure and new sustainable regions of excellence. This phase also develops networks and key international collaborations, identifies partners, conducts training, facilitates mobility, runs workshops, schools and conferences. It optimises the use of existing funding instruments and also generates new funding to progress the Roadmap and ensuring financial support for Africans to access international light source facilities. By degrees it builds strong foundations for a massive campaign based on a strong researcher user base with an aware policy-maker cohort, across Africa, and globally linked. It is responsible for auditing the progress in terms of Science and Capacity. A political campaign raises the profile of the project as a pan-African and Africa lead initiative, within appropriate bodies such as the Africa Union and local and regional Science Academies globally, among other agencies and institutions. Ultimately there will be a feasibility study, business plan, governance model and Technical Design Report, leading to an African Light Source.

The AfLS SC has resolved that a public benefit trust be established pursuant to the laws of South Africa to operate as a separate legal entity to carry out public benefit activities that were initially carried out by the AfLS SC.



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1. DEFINITIONS AND INTERPRETATIONS

In this Trust Deed, unless the context clearly indicates otherwise, the following terms shall have the following meanings assigned to them:

- 1.1 **The Initial Donor** – Brian Masara, with identity number: 750622 6127 18 0.
- 1.2 **The Trust** - The Trust constituted in terms of this Trust Deed.
- 1.3 **The Trustees** - The individuals, nominated and authorised as the Initial Trustees and the individuals who are subsequently nominated and authorised as Trustees in terms of this Trust Deed and the provisions of the Trust Property Control Act of 1988.
- 1.4 **The Trust Fund** - The capital and income periodically accumulated in favour of the Trust.
- 1.5 **The Beneficiaries** – The beneficiaries of Trust are all stakeholders of science and technology on the African continent who will benefit from the public benefit activities of the Trust.
- 1.6 The masculine shall include the feminine, and the singular shall include the plural, and terms referring to persons shall include juristic persons, and vice versa in all cases.

2. ESTABLISHMENT OF THE TRUST

A non-profit trust is hereby established for the Main Objective set out in this Trust Deed.

3. NAME OF TRUST

The name of the Trust is:

AFRICAN LIGHT SOURCE FOUNDATION

(the Trust)

4. MAIN OBJECTIVE OF THE TRUST

The Trust is a non-profit organisation of a public character, established for the Main Objective of promoting sustainable development and growth of light sourced based science in Africa and contributing to excellence in science, innovation, social and industrial development. Without limiting the general nature thereof, the Main Objectives shall include:

- 4.1 Building awareness of the benefits of light source based research, enhancing education, developing human capacity, developing international collaborations, linkages and partnerships related to light sources, promoting mobility and access to current light sources, developing local infrastructural capacity to support access to light sources, building formal structures and procedures in support of the Roadmap as developed by the AfLS SC, including:

- 4.1.1 Promoting human capacity development through the training of scientists, engineers, technicians, students in fundamental and applied light source science, expanding the light source user community, and growing and enhancing relevant engineering technical expertise;
 - 4.1.2 Encouraging and committing to light source radiation studies at existing international facilities;
 - 4.1.3 Promoting focused formal relationships/memberships with other international light source organisations;
 - 4.1.4 Promoting the involvement of industry and the business sector;
 - 4.1.5 Enhancing outreach and communication around light source based science;
 - 4.1.6 Promoting the establishment and enhancement of needed critical feeder infrastructure that empowers light source science, which ultimately allows for the generation of successful proposals to light sources and the training of students;
 - 4.1.7 Promoting the construction of African multinational beamlines at existing light sources;
 - 4.1.8 Encourage involvement of Pan African policy-makers in implementing the vision of an African light source; and
- 4.2 Spearheading the construction of a light source as a large-scale research infrastructure on the African continent.

5. INCOME AND PROPERTY OF THE TRUST

- 5.1 The Trustees and other office-bearers have no rights in the property or other assets of the Trust solely by virtue of their being Trustees or office-bearers.
- 5.2 The income and property of the Trust shall be used solely for the promotion of its Main Objective and shall not be paid or distributed directly or indirectly to any person, or to any Trustee or office-bearers, except as reasonable compensation for services actually rendered to the Trust or reimbursement of actual costs or expenses reasonably incurred on behalf of the Trust.

6. TAXATION OF THE TRUST

The Trust intends to apply to the Commissioner for the South African Revenue Service for approval as a Public Benefit Organisation in terms of Section 30 of the Income Tax Act. The provisions set out in Schedule A shall bind the Trust.


7. TRUST FUND

- 7.1 The initial capital constituting the Trust Fund shall consist of an amount of **Five Hundred Rand (R500.00)** which the Initial Donor hereby undertakes to pay to the Trust, immediately after the bank account has been opened in the name of the Trust.
- 7.2 The Trust Fund constituted under this paragraph may be increased, from time to time, by accruals of income and/or capital nature through donation, or in any other lawful manner.

8. TRUSTEES' POWERS

The Trustees shall have a complete and unfettered discretion as to the manner in which they deal with and apply the assets making up the Trust Fund; provided that the Trust Fund may be dealt with, used and applied only in order to achieve the Main Objective of the Trust, and in compliance with the provisions of this Trust Deed. The Trustees shall, amongst other, have the power:

- 8.1 To institute or defend any legal or other proceedings and to settle any claims made by or against the Trust.
- 8.2 To adopt, ratify and confirm any agreements entered into by or on behalf of the Trust, prior to the execution and/or registration of this Trust Deed.
- 8.3 To establish separate parts of the Trust Fund, with distinct objects and purposes; and if deemed appropriate for administrative, fiscal or other reasons, to keep separate books and to account separately for each separate part of the Trust Fund.
- 8.4 To solicit and accept, at their discretion, additional donations for the Trust; provided that all accepted donations must be subject to the Trust Deed, and must not seek to impose conditions that are inconsistent with this Trust Deed or Section 30 of the Income Tax Act, as amended.
- 8.5 To prudently invest funds of the Trust.
- 8.6 To buy, attain, maintain, manage, lease, sell, or in any way deal with property and assets of the Trust.
- 8.7 To exchange, sell or lease such immovable property or any portion of it, and to grant rights or options in respect of it; to register mortgage bonds; and to maintain, repair, improve or reconstruct any buildings on or forming part of such immovable property.
- 8.8 To donate and transfer the property and assets of the Trust to public benefit organisations with similar objectives.
- 8.9 To execute any act or deed relating to alienation, partition, exchange, transfer, mortgage, hypothecation or otherwise in any Deeds Registry, Mining Titles Office or other public office; to deal with servitudes, usufructs, limited interests or otherwise; and to make any applications, grant any consents and agree to any amendments, variations, cancellations, cessions, releases, reductions, substitutions or otherwise generally relating to any deed, bond or document and to obtain copies of any deeds, bonds or documents for any purposes and generally to do or cause to be done any act whatsoever in any such Registry or office.
- 8.10 To exercise all the management and executive powers that are normally vested in the Board of Directors of a Company.

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- 8.11 To take over investments and assets forming the subject matter of donations made to the Trust, and to retain them in the form in which they are received, or to realise them and re-invest the proceeds.
- 8.12 To realise or vary any investments from time to time forming part of the Trust Fund and to re-invest the proceeds in any investments authorised by the Trust Deed.
- 8.13 To open and operate banking accounts and to overdraw such accounts.
- 8.14 To take part in the management, supervision and control of the business or operations of any other trust, voluntary association, company or body, and to enter into partnerships.
- 8.15 To enter into contracts outside the Republic and execute any contracts, deeds and documents in any foreign country.
- 8.16 To engage such employees and to enter into such service contracts as they deem fit, and to provide appropriate remuneration and employee benefits.
- 8.17 To exercise all the powers and authority of the Trust in South Africa and in any other part of the world.

9. THE BOARD OF TRUSTEES

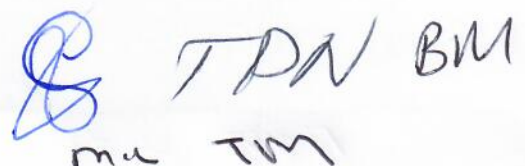
The Trustees of the Trust shall be constituted into a Board of Trustees ("the Board") which shall be responsible for promoting the Main Objective of the Trust and implementing the provisions of this Trust Deed.

9.1 **Initial Trustees:** The initial Trustees shall be:

- 9.1.1 SIMON CONNELL
9.1.2 BRIAN MASARA
9.1.3 TSHEPO NTSOANE

9.2 **Nomination and appointment of Trustees of AfLS SC Executive for trusteeship:** The initial Trustees must within a period of six [6] months after the registration of the Trust nominate and facilitate the appointment of the remaining members of the AfLS SC Executive for trusteeship, who were elected at the First African Light Source Conference and Workshop, which took place in Grenoble, France at the European Synchrotron Radiation Research Facility from 16-20 November 2015, namely:

- 9.2.1 SEKAZI MTINGWA;
9.2.2 MOHAMMAD YOUSEF;
9.2.3 TABBETHA AMANDA DOBBINS;
9.2.4 MANTOA SEKOTA;

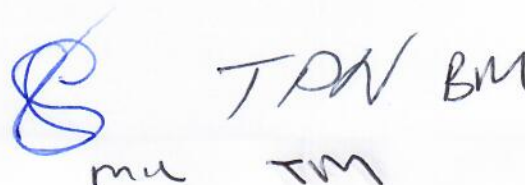


- 9.2.5 AHMADOU WAGUE; and
- 9.2.6 ED MITCHEL.

Provided that the initial Trustees shall be relieved from this obligation in respect of any particular member of the AfLS SC Executive if he or she is unwilling or unable to comply within a reasonable period with the procedural requirements to give effect to the appointment of such member as Trustee by the Master of the High Court.

- 9.3 **Appointment of Trustees:** The Board may, appoint suitable individuals as Trustees with full voting rights, provided that the Board shall at all times have a minimum of three [3] with full voting rights who are not connected to one other as required under section 30 of the Income Tax Act.
- 9.4 **Vacancies:** Trustees must immediately appoint a suitable individual to fill any vacancy that has reduced the number of Trustees below the minimum number of three [3]. If the Board consists of fewer than three [3] Trustees, the only resolutions that can be issued by the Board during that period should be directed towards filling the required vacancy and protecting the interests of the Trust.
- 9.5 **Termination:** Trusteeship may be terminated by two-third majority resolution adopted by a duly convened and quorate board meeting, provided that prior to the adoption of any such resolution, the Trustee/s facing possible termination shall be afforded an opportunity to address the Board in such manner as it deems appropriate; either, verbally or in writing, with reference to the reasons for the proposed termination.
- 9.6 **Retirement:** At least one-half of the Board, starting with those who have been office the longest since their last appointment, shall retire at every third Annual General Meeting. The retirement of Trustees serving for the same period shall be decided by a majority of votes of the Board. Retiring Board members shall be eligible for re-election or co-option.
- 9.7 **Resignation, Removal and Disqualification:** The office of a Trustee shall be vacated if s/he:
 - a. Dies, or submits a written resignation as envisaged in the Trust Property Control Act; or
 - b. Becomes mentally ill (as defined in the Mental Health Care Act, 17 of 2002 or its successor) and being incapable of executing his or her fiduciary duties; or
 - c. Is declared insolvent; or
 - d. Is removed in terms of a resolution properly passed in accordance with clause 9.5 above

Provided that should any initial Trustee resign, be removed or become disqualified during the initial period of six months as referred to in clause 9.2, the remaining Trustees shall only be permitted to nominate a person listed in clause 9.2 for appointment as Trustee.



10. SECURITY

No Trustee, whether acting jointly or singularly, shall be required to furnish security for the proper performance of her or his functions as required in terms of section 6 (2) (a) of the Trust Property Control Act, No. 57 of 1988.

11. PROCEDURE AT BOARD MEETINGS

Board meetings shall comply with the following requirements:

- 11.1 **Appointment and Removal of Office-bearers:** The Trustees must, after the initial period of six months as referred to in clause 9.2, elect from amongst their number a Chairperson and may elect or appoint such other officers as it shall deem appropriate and for a time as it deem appropriate. The Chairperson and any other officer appointed by the Trustees may be removed from their respective offices by a resolution of the Board supported by at least two-thirds of the Trustees at a Board meeting at which not less than two-thirds of the whole number of members of the Board shall be present
- 11.2 **Convening Board Meetings:** The Chairperson may at any time convene such a meeting of the Board; and shall be obliged to convene a Board meeting upon the requisition of any two Trustees to do so.
- 11.3 **Face-to-Face or Electronic Board Meetings:** Board meetings may be conducted face-to-face or electronically which would allow Board members to be present and participate through electronic means.
- 11.4 **Quorum:** The quorum necessary for the transaction of any business by the Board shall be one-half of the Trustees with full voting rights, being not less than three (3) Trustees.
- 11.5 **Resolutions:** Resolutions put to the vote shall be decided by means of a show of hands or by ballot. A vote shall be held only if demanded by the Chairperson or not less than two-thirds of those present at the Meeting and entitled to vote. The result of the vote shall be the resolution of the meeting.
- 11.6 **Round Robin Resolution:** Except for amending the Trust Deed or the name of the Trust or dissolving the Trust (in respect of which matters a meeting must be held) as provided for in clause 18, a resolution signed by all the voting Trustees shall be as valid as if it had been passed at a duly convened meeting of the Board.
- 11.7 **Voting:** At meetings of the Board, each Trustee present or represented through written proxy shall have one (1) vote. Questions arising shall be decided by a majority of votes. In the event of an equality of votes, the Chairperson shall have a second or casting vote.
- 11.8 **Minutes:** Proper minutes shall be kept of the proceedings of the Board, and a record of the Trustees present at each meeting. Such minutes shall be signed by the Chairperson, and shall be available at all times for inspection or copying by any Trustee on reasonable notice to the Chairperson or designated officer.

- 11.9 **Delegation of Powers of Functions:** The Board may delegate any of its powers or functions to a committee or Trustees provided that: such delegation and conditions are reflected in the minutes for that Board meeting, at least one Trustee serve on the committee, the Board in advance approves all expenditure of the committee or Trustees, and the Board may at any time revoke the delegation or amend the conditions.
- 11.10 **Appointment officers and employees:** The Board may appoint officers and employees as it may consider necessary from time to time upon such terms and conditions as it may consider appropriate and may accordingly terminate such appointments.
- 11.11 **Appointment of Executive Director:** In addition to the appointed Trustees the Board may, after the initial period of six months as referred to in clause 9.2, appoint an Executive Director of the Trust from time to time and may:
- a) entrust to or confer upon any Director all or any of the powers and authorities vested in them for such purposes and objects and upon such terms and conditions as they may deem fit; and
 - b) appoint a Executive Director who may be a Trustee of the Board ex officio and shall not be subject to the provisions relating to retirement or retirement by rotation of Trustees.
- 11.12 **Conflicting Interests:** Any actual or potential conflict of interest on the part of any Trustee, on a matter pertaining to the Trust, must be disclosed in writing to the Board which shall record such conflict of interest in the minutes of the Board meeting. Such Trustee may be requested by the Board to state his/her position in the matter or to respond to pertinent questions, but shall not vote or use his/her influence on the matter and shall be counted for purposes of determining a quorum for the meeting where the voting takes place.

12. ANNUAL GENERAL MEETINGS

- 12.1 Annual General Meetings may voluntarily be held by the Trust within six (6) months of the end of each financial year. If held voluntarily, the business of each Annual General Meeting shall include the following:
- a) The presentation and adoption of the Annual Narrative and Financial Report;
 - b) The (re-)appointment of Auditor/Accounting Officer; and
 - c) Such other matters as may be considered appropriate by the Board.
- 12.2 Annual General Meetings of the Trust shall be conducted and regulated in accordance with the procedures provided for in terms of sub-clauses 11.3 – 9 above and provided further that the Board may invite the Trust's beneficiaries, supporters and stakeholders to attend the AGM, but not to participate in voting.

13. NOTICES

- 13.1 Notice of all meetings provided for in this Deed, shall be delivered personally, or sent by prepaid post or addressed by e-mail transmission, to the last address notified by each Trustee or in any other manner as the Board may determine.
- 13.2 The accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting.
- 13.3 If posted, notices shall be deemed to have been received seven (7) days after posting.
- 13.4 A Trustee present in person at any meeting shall be deemed to have received notice of such meeting.

14. BANK ACCOUNT

The Board shall open a bank account in the name of the Trust with a registered bank and shall ensure that all monies received by the Trust are deposited therein as soon as possible after receipt.

15. SIGNATURES

All cheques, promissory notes and other documents requiring signature on behalf of the Trust shall be signed in such manner as the Board has resolved in writing provided that at least two (2) signatories authorised by the Board sign such documents.

16. FINANCIAL YEAR END

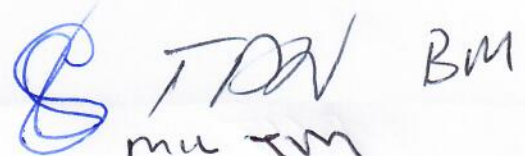
The Trust's financial year end shall be the last day of March.

17. ANNUAL NARRATIVE AND FINANCIAL REPORTS

- 17.1 The Board must ensure that an Annual Narrative Report describing the Trust's activities is compiled and that proper records and books of account which fairly reflect the affairs of the Trust are kept and conform to the generally accepted accounting principles.
- 17.2 The Board must further ensure that within six (6) months of the financial year a Financial Report is compiled by an independent practicing auditor registered in terms of the Auditing Profession Act or an accounting officer.
- 17.3 Copies of the Annual Narrative Report and the Financial Report shall be made available to all the Trustees as soon as possible after the Financial Report has been completed by the auditor or accounting officer.

18. AMENDMENTS, NAME CHANGE AND DISSOLUTION

- 18.1 This Trust Deed may be amended, the name of the Trust may be changed, and the Trust may be dissolved by a resolution passed at a meeting convened for that purpose

Handwritten signatures in blue ink, including a large stylized 'S', 'TPN', 'BM', and 'mu r m'.

supported by two-thirds of the Trustees in office at the relevant time, being not less than the minimum number reflected in clause 9.2 above.

- 18.2 At least fourteen (14) days' notice must be given to all the Trustees stating the nature of the resolution to be proposed.
- 18.3 Upon the dissolution of the Trust, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst the Trustees, but shall be transferred to one or more other non-profit organisations of a public character which the Trustees may consider appropriate, and which have the same or similar objectives to those of the Trust; and should the Trust be an approved public benefit organisation to;
- a) Any similar public benefit organisation which has been approved in terms of section 30 of the Income Tax Act,
 - b) Any institution, board or body which is exempt from tax under the provisions of section 10 (1)(cA)(i) of the Income Tax Act, which has its sole or principal object the carrying on of any public benefit activity, or
 - c) Any department of state or administration in the national or provincial or local sphere of government of the Republic.

19. INDEMNITY

- 19.1 Subject to the provisions of any relevant law, trustees, office-bearers or appointed delegates of the Trust shall be indemnified by the Trust for all acts executed in good faith on behalf of the Trust.
- 19.2 Subject to the provisions of any relevant statute, no Trustee or other office bearer of the Trust shall be liable for the acts, receipts, neglects or defaults of any other Trustee or office bearer, or for any loss, damage or expense suffered by the Trust, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

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SCHEDULE A: REQUIREMENTS FOR APPROVAL AS PUBLIC BENEFIT ORGANISATIONS


As provided for in Clause 6 of this Trust Deed, the Trust intends to apply to the Commissioner for the South African Revenue Service (the Commissioner) for approval as a Public Benefit Organisation in terms of Section 30 of the Income Tax Act the Trust shall:

1. Be required to have at least three persons, who are not connected persons in relation to each other, to accept the fiduciary responsibility of the Trust.
2. Ensure that no single person directly or indirectly controls the decision-making powers relating to the Trust.
3. Is prohibited from distributing any of its funds to any person (otherwise than in the course of undertaking any public benefit activity) and is required to utilise its funds solely for the Main Objective for which it has been established.
4. Be prohibited from accepting any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A; provided that a donor may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.
5. Submit to the Commissioner a copy of any amendment to this Trust Deed.
6. Ensure that it is not knowingly a party to, and does not knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy, which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act or any other Act administered by the Commissioner.
7. Not pay any remuneration to any employee, office bearer, member or other person, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered.
8. Has not and will not use its resources directly or indirectly to support, advance or oppose any political party.
9. Comply with such reporting requirements as may be determined by the Commissioner of the South African Revenue Service.

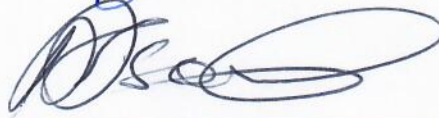
Signed at Pretoria on 9 April 2018.



Initial Donor and Trustee: MR BRIAN MASARA



Initial Trustee: PROF SIMON CONNELL



Initial Trustee: MR TSHEPO NTSOANE

AS WITNESSES:

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