
Digital Inclusion Alliance Aotearoa

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Date: 29 June 2018

PARTIES

Laurence Edward Zwimpfer
Barbara Helen Craig
Charles William Dashfield
Annette Beattie
Allan John Sylvester

(each a *Trustee*, and together, the *Trustees*)

BACKGROUND

The Trustees, with a general charitable purpose, wish to declare a charitable trust ("Trust") to give effect to the charitable purposes referred to in this deed, which in accordance with the law of New Zealand are charitable purposes for the benefit of the people of New Zealand ("Charitable Purposes")

On signing this deed the Trustees declare a trust on and subject to the terms of this deed in respect of \$100 held by them upon the trusts and with the powers set out in this deed ("the Trust Deed").

DEFINITIONS

Defined terms:

Alliance means the Digital Inclusion Alliance Aotearoa, a not-for-profit charitable trust set up to promote equitable opportunities for all people living in New Zealand to access and use digital technologies to improve their lives.

Balance Date means 30 June or any other date which the Trustees adopt by resolution as the date up to which accounts are to be made in each year.

Board of Trustees or Board means all those persons appointed to perform the duties of trustees of the Digital Inclusion Alliance Aotearoa.

Digital Inclusion refers to people having access to affordable and accessible digital devices and services at a time and place convenient to them, as well as the motivation, skills and trust to use digital technologies to pursue and realise meaningful social and economic outcomes.

Digital Capability means the skills and/or competencies required for living, learning and working in a digital society.

Digital Divides (plural) refers to the many different divides that prevent people from participating in their communities using digital technologies; this includes people from different age groups, geographic regions, income levels, disability status and ethnicity. The term is also used to reflect the four dimensions of digital inclusion – motivation, access, skills and trust. People can be digitally divided against for one or more of these dimensions.

Digital Exclusion refers to people not having access to digital technologies nor the skills to use these technologies effectively in their lives.

Digital Technologies mean computer equipment and online services.

Income Year means any year or other accounting period ending on a Balance Date.

Partner is any organisation satisfying the partnership criteria specified by the Digital Inclusion Alliance Board and added to the Partner Register.

Related Party means any Trustee or any spouse of a Trustee that is financially interested whether as a shareholder, partner, director, employee, contractor or beneficiary.

Underserved Communities means communities that are digitally excluded as a result of inadequate services or facilities.

PART 1 - ESTABLISHMENT PURPOSE AND POWERS OF THE ALLIANCE

1. Declaration of Trust

- 1.1 The Trustees declare that they hold the Trust Fund upon the trusts and with the powers set out in this deed.

2. Name of the Trust

- 2.1 The trust created by this deed is to be known as "Digital Inclusion Alliance Aotearoa" (the "Alliance") or by such other name as the Trustees may determine by resolution from time to time.

3. Registration

- 3.1. Incorporation under the Charitable Trusts Act 1957. If they consider it appropriate the Trustees may apply under the Charitable Trusts Act 1957 for incorporation as a Board under the name "Digital Inclusion Alliance Aotearoa", or under such other name approved by the Registrar of Incorporated Societies.
- 3.2. Registration under the Charities Act 2005. If they consider it appropriate the Trustees or the Board (as the case may be) may apply to be registered as a charitable entity under the Charities Act 2005. If and while so registered, the Trustees or the Board (as the case may be) will comply with the requirements of that Act.

4. Purpose of the Alliance

The charitable purpose of the Alliance is to:

- 4.1. reduce barriers preventing people from different age groups, geographic regions, income levels, disability status and ethnicity, from participating in their communities using digital technologies;
- 4.2. be a catalyst for digital inclusion initiatives and work collaboratively with local communities, not-for-profit organisations, business enterprises and government agencies to pursue a shared digital inclusion vision;
- 4.3. foster socially inclusive communities where everyone has equitable opportunities to meaningfully engage with, and benefit from the use of, digital technologies;
- 4.4. enhance the confidence and competence of people living in New Zealand to engage online to advance their own education, employment, health and wellbeing as well as that of their whānau;
- 4.5. support affordable and sustainable access to relevant digital technologies for people who are digitally excluded;
- 4.6. grow and develop the digital capability of people living in New Zealand, for learning, for work and for life;
- 4.7. increase the digital critical awareness of communities, so that people can keep themselves and their children safe online;
- 4.8. enhance the digital skills and confidence of people and organisations delivering community and social services;
- 4.9. support research and evaluation of digital inclusion initiatives and their outcomes;
- 4.10. identify and promote evidence-based good practice in decreasing digital divides;
- 4.11. provide a forum for individuals and organisations with an interest in digital inclusion to share their views and details of initiatives, metrics and results, as well as provide a voice for the communities they serve;
- 4.12. engage in any other activities consistent with the charitable purpose of the Alliance.

5. General and specific powers of Trust

In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Trustees may exercise in order to carry out its Purposes are as follows:

- 5.1. to raise and use the funds of the trust as the Trustees think necessary or proper in payment of the costs and expenses of the Trust;
- 5.2. to carry on any business consistent with the Purposes;
- 5.3. to invest surplus funds in any way permitted by Law for the investment of Trust Assets and upon such terms as the Trustees thinks fit;
- 5.4. to do all things as may from time to time be necessary or desirable to enable the Trustees to promote, give effect to and to attain the Purposes.

6. Transactions with Related Parties

The Trustees may:

- 6.1. enter into any contract, agreement or other arrangement with any Related Party to provide management, administration or other services for the Trust;
- 6.2. enter into any other transaction with any Related Party in relation to the Trust, provided that the Trustees in good faith are of the opinion that the particular transaction is on reasonable commercial terms and is in the best interest of the Trust.

7. Trustees' indemnity and liability

The Trustees shall not be Liable for:

- 7.1. Any Losses except Losses arising from their own dishonesty, wilful default or wilful breach of trust or gross negligence;
- 7.2. Any act or acts or attempted act done in exercise of or pursuant to any Trust power or discretion vested in them by this Deed;
- 7.3. Any omission or omissions or non-exercise in respect of any trust, power or discretion of the Trustee under this Deed.
- 7.4. The Trustees and every other person acting on behalf of the Trustees shall be indemnified out of Trust Assets against all Liabilities and expenses incurred by them in the exercise or attempted exercise of the trusts, powers and discretions vested in the Trustees pursuant to this Deed and in respect of any matter or thing done or omitted to be done in any way relating to this Deed and the Trust. This indemnity shall extend to any payments made to any person whom the Trustees bona fide believe to be entitled thereto though it may be subsequently found that the person was not in fact entitled. The Trustees shall have a Lien or charge on the Trust Assets and may retain and pay out of any moneys in the Trust all sums and amounts necessary to give effect to this indemnity.
- 7.5. The Trust may at the request of a Trustee or Trustees maintain and pay for trustee indemnity insurance for the benefit of each and every Trustee.

The Liability of the Trustees in connection with this Deed or at Law shall at all times be Limited to the Trust Assets.

8. Delegation by Trustees

- 8.1. The Trustees may, from time to time, appoint any committee and may delegate any of its powers and duties to any such committee or to any person, and the committee or person, as the case may be, may without confirmation by the Trustees exercise or perform the delegated powers or duties in like manner and with the same effect as the Trustees could have exercised or performed them.
- 8.2. Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the terms of this Trust Deed.
- 8.3. Every such delegation shall be in writing approved by the Chair.

9. Common Seal

- 9.1. Any documents required to be signed under the common seal shall be attested by any two Trustees.

10. Accounts and Audit

- 10.1. The Trustees shall keep proper records and accounts relating to the Trust including a record of all sums of money received and expended by or on behalf of the Trust.
- 10.2. At the end of each financial year the Trustees shall prepare accounts for the Trust and if required will have those accounts audited by an independent qualified accountant who shall be appointed annually by the Trustees.

11. Alteration to the Deed

- 11.1. The Trustees may from time to time, by amending deed or instrument, alter, rescind or add to any of the provisions of this Deed subject to:
- (a) At least 14 days' notice of intention to move any amendment to this Deed being given to all Partners; and
 - (b) The alteration, rescindment or addition being not prejudicial to the legal charitable status of the Trust;
 - (c) An amendment to this Deed shall be made by a two-thirds majority of Alliance Partners at a general meeting.

12. Winding up of the Trust

- 12.1. The Trust shall terminate and be wound up and dissolved if:-
- (a) the Trustees resolve by a two-thirds majority that the Trust shall be wound up; and
 - (b) the decision is ratified by a majority of Partners at an Extraordinary General Meeting of the alliance; or
 - (c) the Trust is wound up by the operation of Law.
- 12.2. Every resolution to wind up the Trust shall specify an effective termination date of the Trust and thereafter the Trustees shall realise or dispose of the Trust Assets as soon as reasonably practicable in accordance with this clause.
- 12.3. The Trust Assets or the proceeds resulting therefrom shall be applied by the Trustees upon a winding up in the following order of priority and manner:-
- (a) First in meeting all costs, expenses and liabilities of the Trust including the costs and expenses or winding up the Trust and setting aside any amount that the Trustees consider necessary or desirable in respect of any contingent liability of the Trust; and
 - (b) Secondly, in the payment or distribution (by instalments if the Trustees consider appropriate) of the balance to or for the benefit of such Charitable Purpose or Charitable Purposes as the Trustees shall determine.

PART 2 – STRUCTURE OF THE ALLIANCE

13. Structure of the Alliance

- 13.1. The Alliance structure is based on a federated model, involving both local Partners (organisations and individuals) and a national secretariat.
- 13.2. Local Partners are primarily responsible for the delivery and evaluation of digital inclusion initiatives to their own stakeholder communities.
- 13.3. The Alliance Secretariat is primarily responsible for researching and developing innovative digital inclusion programmes, as well as securing resources for local Partners to assist with the delivery and evaluation of digital inclusion initiatives.

14. Partner Eligibility

- 14.1. Any individual or organisation that is actively involved in helping people in their community become more digitally empowered and engaged may become a Partner of the Alliance.
- 14.2. Trustees are responsible for setting specific eligibility criteria, which may be modified from time to time, but at all times must be guided by the principle that participation should be open to any bona fide individual or organisation actively engaged in supporting more digitally included communities

15. Applications for Partnership

- 15.1. Partnership of the Alliance is open to any individual aged 16 or over, and any type of organisation, subject only to the criteria specified by Trustees.
- 15.2. Those wishing to join must support the aims of the Alliance, as specified in Clause 4 ("Purposes of the Alliance") and applications shall be on a form approved by the Trustees.
- 15.3. Applications will be considered at the next meeting of Trustees and approved Partners will be added to the Partner Register.

16. Termination of Partnership

- 16.1. A Partner shall cease to be a Partner of the Alliance immediately they:
 - (a) cease to be engaged in an activity that aligns with the purpose of the Alliance; or
 - (b) resigns in writing; or
 - (c) is removed from partnership in accordance with Clause 17; or
 - (d) dies, or in the opinion of the Board is unable to continue with activities aligned with the purpose of the Alliance.
- 16.2. The rights and privileges of a Partner shall not be transferable or transmissible.

17. Removal of a Partner

- 17.1. A Partner may be removed from partnership of the Alliance by a resolution of the Trust, stating that it is the best interests of the Alliance that the Partner be removed. A resolution to remove a Partner from partnership may only be passed if:
- (a) the Partner has been given 21 days' notice in writing of the general meeting at which the resolution to remove them will be proposed and the reasons why it is to be proposed, and
 - (b) the Partner or, at the option of the Partner, an individual who is there to represent them (who need not be a Partner) has been allowed to make representations to the general meeting.

PART 3 - PROCEEDINGS OF TRUSTEES

18. Appointment and Removal of Trustees

- 18.1. There shall be a minimum of 5 Trustees to establish the Alliance; other trustees may be appointed from time to time to ensure adequate representation of stakeholder communities.
- 18.2. All Partners of the Alliance, as well as contractors working for the Alliance are eligible to serve as a Trustee;
- 18.3. Trustees shall be appointed by Alliance Partners in the manner set out in this Deed.
- 18.4. Nominations for the position of Trustee shall be encouraged from persons who are likely to best assist in the fulfilment of the Purposes.
- 18.5. Trustees shall be appointed in line with the specific skills, attributes, culture, experience, knowledge and commitment deemed desirable by Trustees for advancing the purposes of Digital Inclusion Alliance Aotearoa. Specifically, this includes representation from people who are actively engaged in supporting the digitally excluded stakeholder communities that are most at risk of social exclusion:
- (a) Families with children in low socio-economic communities
 - (b) People living in rural communities
 - (c) People with disabilities
 - (d) Migrants and refugees with English as a second language
 - (e) Māori and Pasifika Youth
 - (f) Offenders and ex-offenders
 - (g) Seniors

18.6.Trustees shall generally be appointed by majority vote of Alliance Partners at each Annual General Meeting; however Trustees may make secondments as required to ensure an adequate skill base to manage the affairs of the Alliance.

18.7.Trustees are appointed for two years from the Annual General meeting of their initial appointment and may be reappointed by a majority decision of Alliance Partners.

18.8.No Trustee should serve more than three 2-year terms unless approved by a two-thirds majority of Alliance Partners at an Annual General Meeting.

18.9.The appointment of a trustee shall be vacated if a trustee:

- a. Resigns
- b. Dies
- c. Becomes bankrupt
- d. Becomes of unsound mind
- e. Becomes for any reason unable in the reasonable opinion of the remaining Trustees to perform the duties of a trustee satisfactorily, including (if the Trustees determine) failing to participate in the business of the Trust over a period of at least four months without having previously obtained special leave
- f. Is convicted of an indictable offence.

19. Appointment of Chair and Deputy Chair

19.1.The Trust shall have a chair, deputy chair and treasurer ("the Officers") all of whom shall be Trustees of the Alliance.

19.2. The term of the Chair shall be restricted to a maximum of two 2-year terms.

19.3.The Officers shall be elected by the Trustees annually.

19.4.Any retiring Officers shall have the right to stand for re-election, subject to the conditions of appointment in clause 18.

19.5.If the chair is unable for any reason to perform the chair's duties then the deputy chair shall become acting chair during the relevant period of inability.

19.6.If any Officer (other than the chair) is unable for any reason to perform that Officer's duties, the Trustees shall appoint another Trustee to become the acting Officer during that relevant period of inability.

20. Proceedings of Trustee Meetings

20.1.Subject to this Deed the Trustees may meet together for the dispatch of business and may adjourn or otherwise regulate their meetings as they think fit.

20.2.At any meeting of the Trustees the chair shall preside or in his or her absence the deputy chair shall preside. In the absence of both the chair and the deputy chair the Trustees may elect one of their members to preside.

20.3.At all meetings of Trustees:

- a. No business shall be transacted unless the requisite quorum, which is 3 Trustees present (whether personally, by proxy or connecting to the meeting remotely in accordance with clause 24), is present at the commencement of

business

- b. All decisions at a trustee meeting shall be reached by consensus. However, if a consensus cannot be reached on any decision, it shall, subject to clause 11 and 12, be put as a motion to be decided by a majority of votes.
- c. If the voting is tied, the motion shall be lost
- d. A declaration by the chair or in their absence the deputy chair that the resolution has been carried shall be conclusive evidence of that fact.

20.4. Where any Trustee has been engaged by the Trust to carry out consultancy or other services for the Trust that will result in the Trustee receiving a financial benefit for such services then that Trustee shall not be entitled to vote on any resolution related to the services provided. Furthermore the conflict shall be recorded in a Conflict of Interest Register, which is to be updated at each meeting of Trustees.

20.5. An act or decision of the Trustees shall not be invalid by reason only of:-

- a. A fault, default or irregularity in or in connection with the appointment of a Trustee;
- b. A vacancy in the number of the Trustees including a vacancy arising because of the failure to appoint a Trustee;
- c. The accidental omission to give notice to or the non-receipt of notice by any Trustee;

20.6. The Trustees shall keep a minute book and shall cause minutes to be kept therein of all meetings, resolutions and decisions made by them. Minutes purporting to be signed by the chair of the Trustees of a meeting shall be receivable as prima facie evidence of the matters contained in such minutes

21. Convening of meetings

21.1. Each year, the Trustees shall hold one Annual General Meeting and at least three other meetings.

21.2. Meetings of Alliance Partners shall be convened from time to time, as decided by Trustees.

21.3. The chair shall convene all meetings of the Trust as well as meetings of Partners.

21.4. The chair shall convene a meeting of the Trustees if the chair receives a written request from at least three Trustees to hold a meeting. At least seven days prior notice of meetings of Trustees shall be given to all Trustees.

21.5. The chair shall convene an Extraordinary General Meeting of Alliance Partners if the chair receives a written request from at least six Partners to hold a meeting. At least fourteen days prior notice of meetings of the alliance shall be given to all Partners.

22. Resolution in Lieu of Meeting

- 22.1. A resolution in writing signed or assented to by letter, email or other written or auditable electronic manner, by the majority of Trustees shall be as valid and effective as if it had been passed at a meeting of Trustees duly called and constituted.
- 22.2. Any such resolution may consist of several documents in like form either signed or purporting to have been despatched by any one or more of the Trustees.

23. Proxies

- 23.1. A Trustee may exercise the right to vote either by being present in person or by proxy.
- 23.2. Only an existing Trustee may be appointed as a proxy.
- 23.3. A proxy for a Trustee is entitled to be heard at a meeting of Trustees as if the proxy were the Trustee.
- 23.4. A proxy must be appointed by notice in writing signed by the Trustee stating the particular meeting for which the proxy is valid, and a copy of which must be produced before the start of the meeting.
- 23.5. No proxy is effective unless it is produced not less than 24 hours before the start of the meeting.

24. Remote attendance at a meeting of Trustees

- 24.1. Trustees shall be deemed to be present at the meeting if they connect remotely so long as each Trustee taking part in a meeting by telephone or other means of communication can throughout the meeting be able to hear each of the Trustees, and contemporaneously communicate with each of the Trustees taking part in the meeting.

25. Service of Notices

- 25.1. Notices shall be deemed served by one party upon another party:
- a. If posted, 2 days following posting;
 - b. If delivered personally, at the date of service;
 - c. If sent by electronic device, on the day following the date of transmission.

Executed as a deed this 29th day of June 2018

Signed by



in the presence of:

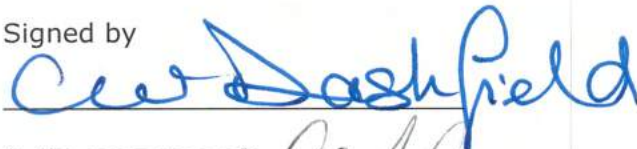


Name: *Annette Beathie*

Occupation: *Portfolio manager*

Address: *Gladstone Bays, Masterton*

Signed by



in the presence of:



Name: *LAURENCE ZWIMPFER*

Occupation: *TELECOM ENGINEER*

Address: *WELLINGTON*

Signed by



in the presence of:



Name: *LAURENCE ZWIMPFER*

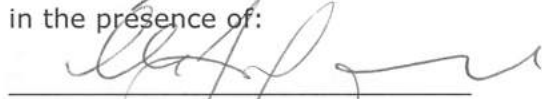
Occupation: *TELECOM ENGINEER*

Address: *WELLINGTON.*

Signed by



in the presence of:



Name: LAURENCE DWIMPTER

Occupation: TELECOM ENGINEER

Address: WELLINGTON

Signed by



in the presence of:



Name: LAURENCE DWIMPTER

Occupation: TELECOM ENGINEER

Address: WELLINGTON

Signed by

in the presence of:

Name:

Occupation:

Address:

